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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
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June 13, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed $1,321,134 for a health care coordination program to enhance the system of care with community-based, family-centered care coordination for Children with Special Healthcare Needs (CSHCN), with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2025. 66% Federal Funds. 34% General Funds.

Contractor Name	Vendor Code	Area Served	Shared Price Limitation	Contract Amount	Total
Waypoint	177166	Regions 1, 2, 3, 4, 8	**$160,000**	$1,004,576.00	$1,164,576.00
Behavioral Health & Developmental Services of Strafford County	220544	Region 9		$156,558.00	$316,558.00
		Total:			**$1,321,134.00**

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to strengthen systems of care, improve health outcomes and reduce caregiver and patient burden, by assisting CSHCN and their families to be able to have access to and receive the health care and family support that they need within their communities. Community-based care coordination services for children with medical complexities incorporate the following components:

- Screening, identification, and assessment of a child's needs to provide the foundation for effective, high quality care coordination.
- A shared care plan to provide a roadmap and an accountability system for integrating care based on family needs and priorities identified in the assessment.

- Team-based communication between members of the team that is timely, efficient, respectful, and culturally sensitive.
- Education, coaching, and training for CSHCN, families and care teams to empower CSHCN and their families to advance their well-being.
- Training and supervision of care team members.
- Health care transition planning across the systems of care for CSHCN and their families

Approximately 627 individuals per year will be served during State Fiscal Years 2024 and 2025.

Children with Special Health Care Needs are defined under RSA 132:13, II as "children who have or are at risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally." This includes children and youth, from birth to age twenty-one (21).

The Contractors will accept cases assigned by the Department and provide services in accordance with the National Care Coordination Standards for CSHCN (The Standards, National Academy for State Health Policy (NASHP), October 2020. Services will include:

- Conducting a care coordination assessment;
- Developing a family-centered plan of care;
- Coordinating services with the Department;
- Assigning a Care Coordinator to manage each assigned case; and
- Coordinating activities with other State-funded programs providing case management, care coordination, and family support services and systems improvement for CSHCN.

The Department will monitor services by:

- Ensuring in at least 95% of cases the shared care plan is shared with the family.
- Ensuring 75% of CSHCN served, ages 14 to 21 years, identify a goal following completion of a Transition Readiness Assessment Questionnaire (TRAQ).
- Ensuring 50% of CSHCN served, ages 14 to 21 years, indicated they achieved their goal when reviewed at the end of each state fiscal year.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 6, 2023 through April 24, 2023. The Department received eight (8) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

The Department is working to develop sole source contracts with vendors able to provide these services in the regions that are currently not covered, or for which no responses to the RFP were received. The Department, through the Bureau for Family Centered Services will be providing nurse consultation and family support for these areas until contracts for the uncovered regions are secured.

As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request children and youth from birth to age twenty-one (21) with special health care needs, and their families, may not receive critical services. Families may have to manage the coordination of complex health care, specialty services, and community services independently, potentially delaying needed treatment and services.

Source of Federal Funds: ALN #93.994, FAIN #B0440148, ALN #93.667, FAIN #2201NHSOSR.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DLTSS-DEVELOPMENTAL SVCS, DIVISION OFDEVELOMENTAL SVCS, SPECIAL MEDICAL SERVICES (25% FED 75% GEN)

WAYPOINT REG 1

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	561-500911	Specialty Clinics		$ 51,104.00	$ -	$ 51,104.00
2024	562-500912	Children w/ Special Hlth Care Needs Asstance		$ 10,494.00	$ -	$ 10,494.00
2025	561-500911	Specialty Clinics		$ 51,104.00	$ -	$ 51,104.00
2025	562-500912	Children w/ Special Hlth Care Needs Asstance		$ 10,494.00	$ -	$ 10,494.00
		Subtotal		**$ 123,196.00**	**$ -**	**$ 123,196.00**

WAYPOINT REG 2

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	561-500911	Specialty Clinics		$ 20,820.00	$ -	$ 20,820.00
2024	562-500912	Children w/ Special Hlth Care Needs Asstance		$ 4,276.00	$ -	$ 4,276.00
2025	561-500911	Specialty Clinics		$ 20,820.00	$ -	$ 20,820.00
2025	562-500912	Children w/ Special Hlth Care Needs Asstance		$ 4,276.00	$ -	$ 4,276.00
		Subtotal		**$ 50,192.00**	**$ -**	**$ 50,192.00**

WAYPOINT REG 3

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	561-500911	Specialty Clinics		$ 20,505.00	$ -	$ 20,505.00
2024	562-500912	Children w/ Special Hlth Care Needs Asstance		$ 4,211.00	$ -	$ 4,211.00
2025	561-500911	Specialty Clinics		$ 20,505.00	$ -	$ 20,505.00
2025	562-500912	Children w/ Special Hlth Care Needs Asstance		$ 4,211.00	$ -	$ 4,211.00
		Subtotal		**$ 49,432.00**	**$ -**	**$ 49,432.00**

WAYPOINT REG 4

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	561-500911	Specialty Clinics		$ 30,599.00	$ -	$ 30,599.00
2024	562-500912	Children w/ Special Hlth Care Needs Asstance		$ 6,284.00	$ -	$ 6,284.00
2025	561-500911	Specialty Clinics		$ 30,599.00	$ -	$ 30,599.00
2025	562-500912	Children w/ Special Hlth Care Needs Asstance		$ 6,284.00	$ -	$ 6,284.00
		Subtotal		**$ 73,766.00**	**$ -**	**$ 73,766.00**

WAYPOINT REG 8

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	561-500911	Specialty Clinics		$ 22,713.00	$ -	$ 22,713.00
2024	562-500912	Children w/ Special Hlth Care Needs Asstance		$ 4,664.00	$ -	$ 4,664.00
2025	561-500911	Specialty Clinics		$ 22,713.00	$ -	$ 22,713.00

2025	562-500912	Children w/ Special Hlth Care Needs Asstance		$ 4,664.00	$ -	$ 4,664.00
		Subtotal		$ 54,754.00	$ -	$ 54,754.00

Comm Partners Reg 9

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	561-500911	Specialty Clinics		$ 22,713.00	$ -	$ 22,713.00
2024	562-500912	Children w/ Special Hlth Care Needs Asstance		$ 4,664.00	$ -	$ 4,664.00
2025	561-500911	Specialty Clinics		$ 22,713.00	$ -	$ 22,713.00
2025	562-500912	Children w/ Special Hlth Care Needs Asstance		$ 4,664.00	$ -	$ 4,664.00
		Subtotal		$ 54,754.00	$ -	$ 54,754.00
		Total 5191		$ 406,094.00	$ -	$ 406,094.00

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, DLTSS-DEVELOPMENTAL SVCS, DIVISION OFDEVELOMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT (100% FED)

WAYPOINT REG 1

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	074-500589	Grants for Pub Asst and Relief		$ 104,278.00	$ -	$ 104,278.00
2024	502-500891	Payment to Providers		$ 10,251.00	$ -	$ 10,251.00
2025	074-500589	Grants for Pub Asst and Relief		$ 104,277.00	$ -	$ 104,277.00
2025	502-500891	Payment to Providers		$ 10,251.00	$ -	$ 10,251.00
		Subtotal		$ 229,057.00	$ -	$ 229,057.00

WAYPOINT REG 2

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	074-500589	Grants for Pub Asst and Relief		$ 42,483.00	$ -	$ 42,483.00
2024	502-500891	Payment to Providers		$ 4,176.00	$ -	$ 4,176.00
2025	074-500589	Grants for Pub Asst and Relief		$ 42,483.00	$ -	$ 42,483.00
2025	502-500891	Payment to Providers		$ 4,176.00	$ -	$ 4,176.00
		Subtotal		$ 93,318.00	$ -	$ 93,318.00

WAYPOINT REG 3

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	074-500589	Grants for Pub Asst and Relief		$ 41,839.00	$ -	$ 41,839.00
2024	502-500891	Payment to Providers		$ 4,113.00	$ -	$ 4,113.00
2025	074-500589	Grants for Pub Asst and Relief		$ 41,840.00	$ -	$ 41,840.00
2025	502-500891	Payment to Providers		$ 4,113.00	$ -	$ 4,113.00
		Subtotal		$ 91,905.00	$ -	$ 91,905.00

WAYPOINT REG 4

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	074-500589	Grants for Pub Asst and Relief		$ 62,438.00	$ -	$ 62,438.00

2024	502-500891	Payment to Providers		$ 6,138.00	$ -	$ 6,138.00
2025	074-500589	Grants for Pub Asst and Relief		$ 62,438.00	$ -	$ 62,438.00
2025	502-500891	Payment to Providers		$ 6,138.00	$ -	$ 6,138.00
		Subtotal		**$ 137,152.00**	**$ -**	**$ 137,152.00**

WAYPOINT **REG 8**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	074-500589	Grants for Pub Asst and Relief		$ 46,346.00	$ -	$ 46,346.00
2024	502-500891	Payment to Providers		$ 4,556.00	$ -	$ 4,556.00
2025	074-500589	Grants for Pub Asst and Relief		$ 46,346.00	$ -	$ 46,346.00
2025	502-500891	Payment to Providers		$ 4,556.00	$ -	$ 4,556.00
				$ -	$ -	$ -
				$ -	$ -	$ -
		Subtotal		**$ 101,804.00**	**$ -**	**$ 101,804.00**

Community **Comm Partners** **Reg 9**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	074-500589	Grants for Pub Asst and Relief		$ 46,346.00	$ -	$ 46,346.00
2024	502-500891	Payment to Providers		$ 4,556.00	$ -	$ 4,556.00
2025	074-500589	Grants for Pub Asst and Relief		$ 46,346.00	$ -	$ 46,346.00
2025	502-500891	Payment to Providers		$ 4,556.00	$ -	$ 4,556.00
				$ -	$ -	$ -
				$ -	$ -	$ -
		Subtotal		**$ 101,804.00**	**$ -**	**$ 101,804.00**
		Total 7858		**$ 755,040.00**	**$ -**	**$ 755,040.00**

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DLTSS-DEVELOPMENTAL SVCS, DIVISION OFDEVELOMENTAL SVCS, SPECIAL MEDICAL SERVICES (100% GEN)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	562-500912	Children w/ Special Hlth Care Needs Asstance		$65,000.00
2025	562-500912	Children w/ Special Hlth Care Needs Asstance		$65,000.00
			Subtotal	$130,000.00

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, DLTSS-DEVELOPMENTAL SVCS, DIVISION OFDEVELOMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT (100% FED)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500589	Grants for Pub Asst and Relief		$15,000.00
2025	074-500589	Grants for Pub Asst and Relief		$15,000.00
			Subtotal	$30,000.00

Total Price Shared **$160,000.00**
Total Price for All Vendors **$ 1,321,134.00**

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2024-DLTSS-01-HEALT

Project Title Health Care Coordination for Children with Special Health Care Needs

	Maximum Points Available	Behavioral Health & Developmental Services of Strafford	Comm Partners	Gateways	Waypoint Region 1	Waypoint Region 2	Waypoint Region 3	Waypoint Region 4	Waypoint Region 8	
Technical										
Q1 Management Structure/Experience	25	15	20	19	21	21	21	21	21	
Q2 Service Exper	75	50	62	48	58	58	58	58	58	
Q3 Staff Plan	75	30	63	55	65	68	68	58	68	
Q4 WorkPlan	50	25	46	40	45	45	45	45	45	
Q5 Recruit Staff	25	12	23	15	20	20	20	20	20	
Q6 QA	50	35	45	35	43	43	43	43	43	
Q7 Timely Data	25	10	23	20	18	18	18	18	18	
Q8 Councils	75	42	74	58	60	60	60	60	60	
Q9 Care plan/family involvement	25	12	22	15	19	19	19	19	19	
reference/Comm/collab examples	75	52	73	50	67	70	70	67	70	
		0	0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	0	
Subtotal - Technical	500	283	451	355	416	422	422	409	422	
Cost										
Budget Sheet	70	41	40	38	40	40	40	40	40	#
Program Staff List	30	15	12	21	25	25	25	25	25	#
Subtotal - Cost	100	56	52	59	65	65	65	65	65	#
TOTAL POINTS	600	339	503	414	481	487	487	474	487	
TOTAL PROPOSED VENDOR COST		$193,940	$297,623	$386,957	$560,875	$220,043	$213,677	$386,482	$214,119	

Reviewer Name	Title
1 Tracy Gassek	Program Coordinator (CSHCN)
2 Abigail Conger	Administrator II
3 Ellen Stickney	Nurse Consultant
4 Laurie Heath	Administrator III
5 Heidi Petzold	Program Manager
6	
7	
8	
9	

* Proposed Cost does not include the $160,000 shared price limitation

FORM NUMBER P-37 (version 12/11/2019)

Subject: RFP-2024-DLTSS-01-HEALT-01

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Waypoint		1.4 Contractor Address 464 Chestnut St, PO Box 448, Manchester NH 03105	
1.5 Contractor Phone Number (603)518-4000	1.6 Account Number 05-95-93-930010-5191 05-95-93-930010-7858	1.7 Completion Date 6/30/2025	1.8 Price Limitation $1,164,576.00 This amount is inclusive of shared price limitation of $160,000. See Exhibit C.
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Borja Alvarez de Toledo 2E6B8A264B9F488... 6/13/2023 Date:		1.12 Name and Title of Contractor Signatory Borja Alvarez de Toledo president and CEO	
1.13 State Agency Signature DocuSigned by: Melissa Hardy 1323A24... 6/13/2023 Date:		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 7487348440414... On: 6/14/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS BAT
Date 6/14/2023

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.

DS

Contractor Initials BAT

Date 6/13/2023

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 omissions of the

Contractor Initials BAT

Date 6/13/2023

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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

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Contractor Initials BAT

Date 6/13/2023

New Hampshire Department of Health and Human Services
Health Care Coordination for Children with Special Health Care Needs
EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective July 1, 2023 upon Governor and Council approval ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Health Care Coordination for Children with Special Health Care Needs
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Healthcare Coordination to children with special healthcare needs (CSHCN), birth to twenty-one (21) years of age, and their families who:

1.1.1. Reside in New Hampshire; and
1.1.2. Are or have a parent/guardian who is a U.S. citizen or legal resident alien, as defined in NH Administrative Rule He-M 520.03.

1.2. The Contractor must accept cases assigned, following eligibility determination completed by the Department.

1.3. The Contractor must ensure services are available in Regions 1, 2, 3, 4 and 8, as identified in NH Administrative Rule He-M 523.12 Designation of Regional Boundaries, Table 523-1 shown below:

Region I			
Albany	Easton	Livermore	Stratford
Bartlett	Eaton	Lyman	Sugar Hill
Bath	Effingham	Madison	Tamworth
Benton	Errol	Milan	Tuftonboro
Berlin	Franconia	Millsfield	Union
Bethlehem	Freedom	Monroe	Wakefield
Brookfield	Gorham	Moultonboro	Warren
Carroll	Groveton	Northumberland	Waterville
Chatham	Hart's Location	Ossipee	Wentworth
Clarksville	Haverhill	Piermont	Whitefield
Colebrook	Jackson	Pittsburg	Wolfeboro
Columbia	Jefferson	Randolph	Woodstock
Conway	Lancaster	Sanbornville	Woodsville
Dalton	Landaff	Sandwich	
Dixville	Lincoln	Shelburne	
Dummer	Lisbon	Stark	
	Littleton	Stewartstown	
Region II			
Acworth	Dorchester	Langdon	Orford
Canaan	Enfield	Lebanon	Plainfield
Charlestown	Goshen	Lempster	Springfield
Claremont	Grafton	Lyme	Sunapee
Cornish	Grantham	Newport	Unity
Croydon	Hanover	Orange	Washington
Region III			

Alexandria	Bristol	Groton	Plymouth
Alton	Campton	Hebron	Rumney
Ashland	Center Harbor	Holderness	Sanbornton
Barnstead	Ellsworth	Laconia	Thornton
Belmont	Gilford	Meredith	Tilton
Bridgewater	Gilmanton	New Hampton	
Region IV			
Allenstown	Dunbarton	Hopkinton	Sutton
Andover	Danbury	Loudon	Warner
Boscawen	Deering	Newbury	Weare
Bow	Epsom	New London	Webster
Bradford	Franklin	Northfield	Wilmot
Canterbury	Henniker	Pembroke	Windsor
Chichester	Hill	Pittsfield	
Concord	Hillsboro	Salisbury	
Region VIII			
Brentwood	Greenland	Newfields	Portsmouth
Deerfield	Hampton	Newington	Raymond
East Kingston	Hampton Falls	Newmarket	Rye
Epping	Kensington	North Hampton	Seabrook
Exeter	Kingston	Northwood	South Hampton
Fremont	New Castle	Nottingham	Stratham

1.4. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.

1.5. The Contractor must provide community-based health care coordination including family support for CSHCN and their families that is:

1.5.1. Based on the premise of health equity, that all children and families should have an equal opportunity to attain their full health potential, and no barriers should exist to prevent children and their families from achieving this potential.

1.5.2. Provided to improve their ability to navigate the complexities and manage the unique challenges of having a chronic condition or caring for a CSHCN.

1.6. The Contractor must adhere to all applicable legislative and programmatic requirements when providing services.

1.7. The Contractor must maintain compliance with applicable federal and state regulations, policies, and procedures set forth by the Department.

1.8. The Contractor must ensure that health care coordination services include, but are not limited to:

1.8.1. Promotion of family-centered, coordinated, ongoing comprehensive care within a medical home;
1.8.2. Coordination of home and community based supports, which may include, but is not limited to:
1.8.2.1. Primary and specialty care services;
1.8.2.2. Home-based services;
1.8.2.3. Transportation;
1.8.2.4. Linguistic services;
1.8.2.5. Care continuity activities that address the unique needs of CSHCN;
1.8.2.6. Respite care and campership resources;
1.8.2.7. Environmental Modifications;
1.8.2.8. Financial Assistance;
1.8.2.9. Family Education and Leadership Development; and
1.8.2.10. Family Council activities.
1.8.3. Assistance for families to manage the impact of their child's condition at home and avoid more costly residential/institutional settings;
1.8.4. Activities that empower children and families to advance their wellbeing;
1.8.5. Care coordination assessments for strengths, needs, and goals to be incorporated in a shared care plan;
1.8.6. Financial assistance to eligible recipients for health-related services, in accordance with NH Administrative Rule He-M 520.06, which requires prior approval by the Department.
1.8.7. Financial assistance to eligible recipients for Environmental Modifications, which require prior approval by the Department; and
1.8.8. Financial assistance to eligible recipients based on needs and availability of funds, in accordance with NH Administrative Rule He-M 523.06(b).

1.9. The Contractor must ensure services are provided in alignment with the six (6) domains of the National Care Coordination Standards for CSHCN found at the National Academy for State Health Policy: https://www.nashp.org/national-care-coordination-standards-for-children-and-youth-with-special-health-care-needs/ currently in effect, and as may be amended.

Domain 1: Identification, Screening, and Assessment

1.10. The Contractor must initiate contact with CSHCN and their families, to determine preliminary planning for services needed, within five (5) business days of notification of eligibility by the Department.
1.11. The Contractor must conduct care coordination assessments using a Department-approved tool, in collaboration with each CSHCN and their family, within fifteen (15) business days of being notified of eligibility and at least annually, to inform the development of a plan of care and monitor progress.

1.12. The Contractor must ensure individuals fourteen (14) years of age and older and/or their parent/guardian, complete the Transition Readiness Assessment Questionnaire (TRAQ) and set transition goals, at the time of their initial assessment and annually.

1.13. The Contractor must ensure respite needs are assessed and documented as part of care coordination assessments in subsection 1.14.

1.14. The Contractor must ensure data is entered and case records are maintained in the Department's on premise Data System, Special Medical Services/Partners in Health, also known as SMS Data system, within five (5) business days of receipt of information or an encounter, as required by the Department.

1.15. The Contractor must ensure the following data is collected and maintained, including, but not limited to:

1.15.1. Discharge information.

1.15.2. Encounters, assessments of needs and individual's goals, referrals and encounter/progress notes.

1.15.3. Uploading of documents including, but not limited to:

1.15.3.1. Assessments outlined in Section 1.14., and the Transition Readiness Assessment Questionnaire (TRAQ) for children ages fourteen (14) years of age and older.

1.15.3.2. Referral forms.

1.15.3.3. Releases.

1.15.3.4. Waiver requests and approvals, if applicable.

1.15.3.5. Financial assistance authorizations/approvals.

1.15.3.6. Guardianship paperwork, if applicable.

1.15.3.7. Shared Care Plans.

1.15.3.8. Evaluations.

Domain 2: Shared Care plan

1.16. The Contractor must ensure each child assigned to the program has a family-centered shared care plan. The plan must be shared with the enrolled participant, and/or their family or guardian, if under the age of eighteen (18), as well as other key team members identified in the plan. This plan must include, but is not limited to:

1.16.1. A Health Summary;

1.16.2. Long- and short-term goals that are specific, measurable, achievable, relevant and time specific (SMART);

1.16.3. Upcoming medical and social service transitions;

1.16.4. Emergency and disaster plans;

1.16.5. The individuals responsible for providing specific services;

1.16.6. The services/activities established to meet the goal and their frequency and duration; and

1.16.7. Plans for follow-up, monitoring, and reassessment that include measureable steps and benchmarks.

1.17. The Contractor must ensure the shared care plan is:

1.17.1. Uploaded to the SMS/PIH Data system, and reassessed as needed, and/or at a minimum of every six (6) months.

1.17.2. Shared with the enrolled participant, the family/guardian when applicable, and other key team members identified in the plan, with consent.

1.17.3. Completed in conjunction with families, to ensure they are central members in care planning activities.

1.18. The Contractor must assist families in achieving goals of the shared care plan.

Domain 3: Team-Based Communication

1.19. The Contractor must ensure that communication between members of the care team is timely, efficient, respectful, and culturally sensitive, in accordance with Domain 3 of the National Care Coordination Standards for CSHCN.

1.20. The Contractor must participate in the development of program-wide communication policies, in collaboration with the Department and in accordance with Domain 3 of the National Standards.

1.21. The Contractor must communicate and/or coordinate services with other providers of case management / care coordination / family support services, including but not limited to:

1.21.1. Division of Behavioral Health's Community Mental Health Centers and Children's Behavioral Health Collaborative;
1.21.2. Managed Care Organizations (MCOs);
1.21.3. Schools;
1.21.4. Medical Homes/Clinics/Hospitals;
1.21.5. Area Agencies for Developmental Services;
1.21.6. Family Centered Early Supports and Services programs; and
1.21.7. Other Department programs including, but not limited to:

1.21.7.1. BFCS Nurse Consultation;
1.21.7.2. NH Family Voices;
1.21.7.3. Specialty Services for Children with Medical Complexity;
1.21.7.4. Nutrition, Feeding and Swallowing Network (NFS);
1.21.7.5. Child Development Clinics; and
1.21.7.6. Pediatric Psychiatry Consultation.

Domain 4: Child and Family Empowerment and Skills Development

1.22. The Contractor must provide care coordination that includes education, coaching, and training for CSHCN, families/guardians and members of the care team in accordance with Domain 4 of the National Care Coordination Standards for CSHCN.

1.23. The Contractor must support families and children to leverage strengths, increase understanding of the child's condition, build self-management and efficacy skills, and develop knowledge and skills to achieve identified goals.

1.24. The Contractor must connect families to peer supports (e.g. family council members, mentors, support groups, condition specific organizations) to help families build confidence and competence in articulating goals and expectations.

Domain 5: Care Coordination Workforce

1.25. The Contractor must make a request in writing to the Department before hiring new program personnel who do not meet the following required staff qualifications. The Department may approve a waiver based on the needs of the program and/or the individual's experience and education:

1.25.1. A Bachelor's degree; and

1.25.2. Two (2) years of experience in care coordination or within community programs serving CSHCN or four (4) years of experience working with children and families.

1.26. The Contractor must ensure HCCs have the competencies needed for successful navigation across health, behavioral health, social service, and other child-serving systems.

1.27. The Contractor must take into account an individual's lived experiences, or practical knowledge and understanding of navigating the health system as an important consideration in care coordination hiring.

1.28. The Contractor must build capacity to meet the needs of the culturally diverse populations within the region(s) they serve which includes recruiting and maintaining a workforce that is culturally, linguistically, racially, and ethnically diverse;

1.29. The Contractor must ensure each HCC completes a minimum of eighteen (18) hours of training each year, and maintains documentation in the form of a certificate of attendance. Training must focus on the following topics:

1.29.1. Learning from and building partnerships with families;
1.29.2. Motivational interviewing;
1.29.3. Identification of family strengths, priorities, and goal setting;
1.29.4. Care plan development;
1.29.5. Cultural & linguistic competencies;
1.29.6. Implicit bias;
1.29.7. Health insurance policies and procedures;
1.29.8. Confidentiality;
1.29.9. Health Insurance Portability and Accountability Act (HIPAA) and Family Rights and Privacy Act (FRPA) compliance training;
1.29.10. Health literacy;
1.29.11. Community-based resources;
1.29.12. Transition and referral process (including, but not limited to TRAQ activities); and

1.29.13. Education systems for CSHCN.

1.30. The Contractor must ensure policies, procedures and mechanisms are in place, including child and family feedback, to review HCC and quality of health care coordination.

Domain 6: Care Transitions

1.31. The Contractor must ensure facilitation of effective care transitions, including Family Centered Early Supports and Services (FCESS) to Preschool Special Education and from pediatric to adult health care service providers in accordance with Domain 6 of the National Care Coordination Standards for CSHCN and Got Transition™.

1.32. The Contractor must ensure that enrolled participants over the age of fourteen (14) have a health related goal incorporated within the shared care plan.

1.33. The Contractor must ensure that HCC engage in Department-required training related to TRAQ and TRAQ activities.

1.34. The Contractor must coordinate services with the Department which include, but are not limited to:

1.34.1. Participation in the planning, development and evaluation of program goals and objectives in conjunction with BFCS staff, including how best to respond to emerging issues identified by state agencies;

1.34.2. Participation with the Department in developing, implementing, and revising quality assurance and continuous quality improvement (CQI) activities and standards including but not limited to:

1.34.2.1. Caseload management; and

1.34.2.2. Nurse consultation.

1.35. The Contractor must develop a Participant Satisfaction Survey, to be distributed to families of CSHCN after services are provided.

1.36. The Contractor must participate in system-level activities with other State-funded projects providing case management / care coordination / family support services / systems improvement for children with special health care needs in designated areas, including, but not limited to:

1.36.1. Division of Behavioral Health's Community Mental Health Centers and Children's Behavioral Health Collaborative;

1.36.2. Bureau of Developmental Services' Area Agencies;

1.36.3. Family Centered Early Supports and Services programs; and

1.36.4. Other Department programs including, but not limited to:

1.36.4.1. Nurse Consultation;

1.36.4.2. NH Family Voices;

1.36.4.3. Specialty Services for Children with Medical Complexity;

1.36.4.4. Nutrition, Feeding and Swallowing Network;

1.36.4.5. Child Development Clinics; and
1.36.4.6. Pediatric Psychiatry Consultation.

2. Staffing Requirements

2.1. The Contractor must establish and maintain program personnel policies and procedures that will be made accessible and available to all Contractor staff and the Department which include, but are not limited to:

2.1.1. Selection and dismissal of staff, volunteers and others.
2.1.2. Delivering or coordinating services under the provider's direction.
2.1.3. Procedures for supporting students/interns interested in working with CSHCN.
2.1.4. Procedures for verifying staff, volunteer and student training/intern qualifications.

2.2. The Contractor must designate one (1) full-time supervisor to oversee eight (8) Healthcare Coordinators (HCCs), broken up by region as follows:

2.2.1. Region 1 – Three (3) HCCs
2.2.2. Region 2 – One (1) HCC
2.2.3. Region 3 – One (1) HCC
2.2.4. Region 4 – Two (2) HCCs
2.2.5. Region 8 – One (1) HCC

2.3. The Contractor must ensure HCC's maintain a caseload of between fifty (50) and seventy-five (75) active families.

2.4. The Contractor must provide, at a minimum, one (1) hour of support from each HCC, per month to each family engaged in this program.

2.5. The Contractor must identify a Lead Agency Supervisor, to act as a point of contact with the Department, and who is responsible for the following:

2.5.1. Ensuring program activities meet contractual obligations and comply with NH Administrative Rule He-M 520 and 523 including, but not limited to:

2.5.1.1. Reviewing quarterly and annual reports;
2.5.1.2. Ensuring data is entered and case records are maintained in the Data system within five (5) business days of receipt as required by the Department;
2.5.1.3. Tracking expenditures;
2.5.1.4. Ensuring distribution and collection of satisfaction surveys;
2.5.1.5. Participating in program and financial audits;
2.5.1.6. Participating in Quarterly Meetings with the Department, with date and location agreed upon by both parties; and
2.5.1.7. Providing supervision to the HCCs including but not limited to:
2.4.1.7.1. Ensuring training requirements are met;

DS
Contractor Initials BAT
Date 6/13/2023

2.4.1.7.2. Providing annual evaluations.

2.6. The Contractor must ensure the HCCs participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

2.7. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

2.8. The Contractor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.

3. Reporting

3.1. The Contractor must submit annual reports, site review documents, and performance measures data (e.g. family satisfaction surveys) to the Department.

3.2. The Contractor must submit quarterly reports, using a Department provided template, which include, but are not limited to:

3.2.1. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following quarter;
3.2.2. Progress made on issues identified in the previous report; and
3.2.3. Updated training log with certificates of attendance for all HCC.

3.3. The Contractor must submit annual reports using a template provided by the Department, which include, but are not limited to:

3.3.1. Results of annual satisfaction survey;
3.3.2. Performance measures;
3.3.3. Success stories of services provided;
3.3.4. Quality assurance and improvement activities;
3.3.5. Qualitative information relative to family outcomes;
3.3.6. Quantitative information demonstrating successful family outcomes;
3.3.7. Overall progress toward program goals that includes supporting statistical information;
3.3.8. Program effectiveness as reported by families in the Participant Satisfaction Survey; and
3.3.9. Future plans or goals.

3.4. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

4. Performance Measures

4.1. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures. The Contractor must ensure:

4.1.1. Ninety-five (95%) of families and/or CSHCN receive a shared care plan;

4.1.2. Thirty-five percent (35%) of CSHCN, ages 18-21, identify an adult health care provider at discharge in SFY 2024;
4.1.3. Forty percent (40%) of CSHCN, ages 18-21, identify an adult health care provider at discharge in SFY 2025;
4.1.4. Seventy-five percent (75%) of CSHCN, ages 14 to 21 years, identified a goal following completion of a TRAQ.
4.1.5. Fifty percent (50%) of CSHCN, ages 14-21 indicated they achieved their goal when reviewed at the end of each state fiscal year;
4.1.6. Seventy-four percent (74%) of families with CSHCN enrolled reported access to respite when identified as a need, in SFY 2024; and
4.1.7. Seventy-six percent (76%) of families with CSHCN enrolled, reported access to respite, when identified as a need, in SFY 2025.

5.1 Background Checks

5.1.3 Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

5.1.3.1 A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
5.1.3.2 A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
5.1.3.3 A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

5.2 Privacy Impact Assessment

5.2.3 Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

5.2.3.1 How PII is gathered and stored;

5.2.3.2 Who will have access to PII;
5.2.3.3 How PII will be used in the system;
5.2.3.4 How individual consent will be achieved and revoked; and
5.2.3.5 Privacy practices.

5.2.4 The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

5.3 Department Owned Devices, Systems and Network Usage

5.3.3 Contractor End Users, as defined in Exhibit K, DHHS Information Security Requirements, authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, must:

5.3.3.1 Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

5.3.3.2 Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

5.3.3.3 Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

5.3.3.4 Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

5.3.3.5 Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

5.3.3.6 Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

5.3.3.7 Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

5.3.3.8 Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

5.3.3.9 Agree when utilizing the Department's email system:

5.3.3.9.1 To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

5.3.3.9.2 Include in the signature lines information identifying the End User as a non-Department workforce member; and

5.3.3.9.3 Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

5.3.3.10 Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

5.3.3.11 Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

5.3.3.12 Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

5.3.3.13 Agree to only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.

5.3.3.14 Contractor agrees, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

5.3.3.15 Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

5.3.4 Workspace Requirement

5.3.4.1 If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

5.4 Contract End-of-Life Transition Services

5.4.3 General Requirements

5.4.3.1 If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

5.4.3.2 The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and

telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

5.4.3.3 If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

5.4.3.4 The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

5.4.3.5 Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

5.4.3.6 In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

5.4.4 Completion of Transition Services

5.4.4.1 Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

5.4.4.2 Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

5.4.5 Disagreement over Transition Services Results

5.4.5.1 In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

5.5 Website and Social Media

5.5.3 The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

5.5.4 The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

5.5.5 State of New Hampshire's Website Copyright

5.5.5.1 All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or

information shall, where applicable, display the State of New Hampshire's copyright.

6 Exhibits Incorporated

6.1 The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

6.2 The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

6.3 The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

7 Additional Terms

7.1 Impacts Resulting from Court Orders or Legislative Changes

7.1.3 The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2 Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

7.2.3 The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3 Credits and Copyright Ownership

7.3.3 All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

7.3.4 All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

7.3.5 The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.5.1 Brochures.

7.3.5.2 Resource directories.

7.3.5.3 Protocols or guidelines.

7.3.5.4 Posters.

7.3.5.5 Reports.

7.3.6 The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.4 Operation of Facilities: Compliance with Laws and Regulations

7.4.3 In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

8 Records

8.1 The Contractor must keep records that include, but are not limited to:

8.1.3 Books, records, documents and other electronic or physical 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.

8.1.4 All records must 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.

8.1.5 Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.

8.1.6 Medical records on each patient/recipient of services

8.2 During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

8.3 If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Health Care Coordination for Children with Special Health Care Needs
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 66% Federal funds from:
      1.1.1. 16% Maternal and Child Health Services Block Grant, as awarded on September 24, 2022, by the DHHS Health Resources and Services Administration ALN 93.994, FAIN B0445230.
      1.1.2. 100% United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant, as awarded on June 29, 2022 ALN: 93.667, FAIN: 2201NHSOSR; 100% Federal Funds.
   1.2. 34% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. 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 items, as specified in Exhibits C-1, Budget through Exhibit C-5, Budget.
   3.1. The Contractor must ensure a minimum of 15% of the total program budget is earmarked for financial assistance to families, and ensure not more than 30% of this funding is used to support Family Support Council activities.
   3.2. The Contractor must coordinate and integrate public and private funding to support the needs of CSHCN and their families who are served by Health Care Coordination which includes, but is not limited to:
      3.2.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
      3.2.2. Developing and accessing an array of private funding to include grants, donations and fundraising.
4. Shared Price Limitation:
   4.1. The Contractor may utilize a shared price limitation approximately $160,000 for:
      4.1.1. Financial assistance to eligible recipients for health-related services, in accordance with NH Administrative Rule He-M 520.06, which requires prior approval by the Department.

4.1.2. Financial assistance to eligible recipients for Environmental Modifications, which require prior approval by the Department;

4.1.3. The remaining Financial assistance to eligible recipients based on needs and availability of funds, in accordance with NH Administrative Rule He-M 523.06(b).

4.2. The Contractor may request approval for reimbursement from the Department, in a format satisfactory to the Department. The Contractor must ensure the request includes justifications of:

4.2.1. Client/Family specific needs, not covered by other source(s) and not contemplated as part of the transition to direct bill; or

4.2.2. Agency-operational issues related to the organizational change due to the direct bill transition.

4.2.3. Depending on the request, the Department may require a business plan, at its sole discretion.

4.3. The Contractor must submit an invoice, upon Department approval of the reimbursement request, with supporting documentation to the Department as outlined in Section 5.

5. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

5.3. Identifies and requests payment for allowable costs incurred in the previous month.

5.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to bfcsinvoices@dhhs.nh.gov or mailed to:

Health Care Coordination
Program Assistant II
Thayer Building

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

6. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

8. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

9. Audits

9.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

9.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

BT 1.0 C-1 Budget Sheet

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Waypoint*

Budget Request for: *Health Care Coordination for Children with Special Health Care Needs - Region 1*

Budget Period *FY2024 - July 1 2023 - June 30, 2024*

Indirect Cost Rate (If applicable) 17.40%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$104,796	
2. Fringe Benefits	$44,912	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Phones	$0	
Insurance	$0	
Assistance to Individuals (Flex Funds)	$26,419	
9. Subrecipient Contracts	$0	
Total Direct Costs	$176,127	
Total Indirect Costs		
TOTAL	**$176,127**	

Contractor Initials BT

Date 6/13/2023

C-2 Budget Sheet

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Waypoint*

Budget Request for: *Health Care Coordination for Children with Special Health Care Needs - Region 1*

Budget Period *FY2025 - July 1 2024 - June 30, 2025*

Indirect Cost Rate (if applicable) 17.40%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$104,796	
2. Fringe Benefits	$44,912	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Phones	$0	
Insurance	$0	
Assistance to Individuals (Flex Funds)	$26,419	
9. Subrecipient Contracts	$0	
Total Direct Costs	$176,127	
Total Indirect Costs		
TOTAL	**$176,127**	

Contractor Initials DS BAT

6/13/2023
Date

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Waypoint*

Budget Request for: *Health Care Coordination for Children with Special Health Care Needs - Region 2*

Budget Period *FY2024 - July 1 2023 - June 30, 2024*

Indirect Cost Rate (If applicable) 17.40%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$42,694	
2. Fringe Benefits	$18,298	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Phones	$0	
Occupancy	$0	
Insurance	$0	
Assistance to Individuals (Flex Funds)	$10,763	
9. Subrecipient Contracts	$0	
Total Direct Costs	$71,755	
Total Indirect Costs		
TOTAL	**$71,755**	

Contractor Initials BLT

Date 6/13/2023

Exhibit C-4 Budget

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Waypoint*

Budget Request for: *Health Care Coordination for Children with Special Health Care Needs - Region 2*

Budget Period *FY2025 - July 1 2024 - June 30, 2025*

Indirect Cost Rate (if applicable) 17.40%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$42,694	
2. Fringe Benefits	$18,298	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Phones	$0	
Occupancy	$0	
Insurance	$0	
Assistance to Individuals (Flex Funds)	$10,763	
9. Subrecipient Contracts	$0	
Total Direct Costs	$71,755	
Total Indirect Costs		
TOTAL	**$71,755**	

Contractor Initials BAT

6/13/2023
Date

BT 1.0

Exhibit C-5 Budget Sheet

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Waypoint*

Budget Request for: *Health Care Coordination for Children with Special Health Care Needs - Region 3*

Budget Period *FY2024 - July 1 2023 - June 30, 2024*

Indirect Cost Rate (if applicable) 17.40%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$42,048	
2. Fringe Benefits	$18,020	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Phones	$0	
Insurance	$0	
Assistance to Individuals (Flex Funds)	$10,600	
9. Subrecipient Contracts	$0	
Total Direct Costs	$70,668	
Total Indirect Costs		
TOTAL	**$70,668**	

Contractor Initials BAT

Date 6/13/2023

Exhibit C-6 Budget Sheet

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Waypoint*

Budget Request for: *Health Care Coordination for Children with Special Health Care Needs - Region 3*

Budget Period *FY2025 - July 1 2024 - June 30, 2025*

Indirect Cost Rate (if applicable) 17.40%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$42,048	
2. Fringe Benefits	$18,020	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Phones	$0	
Insurance	$0	
Assistance to Individuals (Flex Funds)	$10,600	
9. Subrecipient Contracts	$0	
Total Direct Costs	$70,668	
Total Indirect Costs		
TOTAL	**$70,668**	

Contractor Initials BAT

6/13/2023
Date

BT 1.0

Exhibit C-7 Budget Sheet

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Waypoint*

Budget Request for: *Health Care Coordination for Children with Special Health Care Needs - Region 4*

Budget Period *FY2024 - July 1 2023 - June 30, 2024*

Indirect Cost Rate (if applicable) 17.40%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$62,748	
2. Fringe Benefits	$26,892	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Phones	$0	
Occupancy	$0	
Insurance	$0	
Assistance to Individuals (Flex Funds)	$15,819	
9. Subrecipient Contracts	$0	
Total Direct Costs	$105,459	
Total Indirect Costs		
TOTAL	**$105,459**	

Contractor Initials BAT

Date 6/13/2023

Exhibit C-8 Budget Sheet

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Waypoint*

Budget Request for: *Health Care Coordination for Children with Special Health Care Needs - Region 4*

Budget Period *FY2025 - July 1 2024 - June 30, 2025*

Indirect Cost Rate (if applicable) 17.40%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$62,748	
2. Fringe Benefits	$26,892	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Phones	$0	
Occupancy	$0	
Insurance	$0	
Assistance to Individuals (Flex Funds)	$15,819	
9. Subrecipient Contracts	$0	
Total Direct Costs	$105,459	
Total Indirect Costs		
TOTAL	**$105,459**	

Contractor Initials BAT

Date 6/13/2023

BT 1.0 Exhibit C-9 Budget Sheet

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Waypoint*

Budget Request for: *Health Care Coordination for Children with Special Health Care Needs - Region 8*

Budget Period *FY2024 - July 1 2023 - June 30, 2024*

Indirect Cost Rate (if applicable) 17.40%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$46,576	
2. Fringe Benefits	$19,961	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Phones	$0	
Insurance	$0	
Assistance to Individuals (Flex Funds)	$11,742	
9. Subrecipient Contracts	$0	
Total Direct Costs	$78,279	
Total Indirect Costs	$0	
TOTAL	$78,279	

Contractor Initials BAT

Date 6/13/2023

Exhibit C-10 Budget Sheet

New Hampshire Department of Health and Human Services *Complete one budget form for each budget period.*		
Contractor Name:	*Waypoint*	
Budget Request for:	*Health Care Coordination for Children with Special Health Care Needs - Region 8*	
Budget Period	*FY2025 - July 1 2024 - June 30, 2025*	
Indirect Cost Rate (if applicable)	17.40%	
Line Item	**Program Cost - Funded by DHHS**	
1. Salary & Wages	$46,576	
2. Fringe Benefits	$19,961	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Phones	$0	
Insurance	$0	
Assistance to Individuals (Flex Funds)	$11,742	
9. Subrecipient Contracts	$0	
Total Direct Costs	$78,279	
Total Indirect Costs	$0	
TOTAL	**$78,279**	

Contractor Initials BAT

Date 6/13/2023

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

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.

Vendor Name: Waypoint

DocuSigned by:
Borja Alvarez de Toledo
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6/13/2023
Date

Name: Borja Alvarez de Toledo
Title: president and CEO

CERTIFICATION REGARDING LOBBYING

The Vendor 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-I.)

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.

Vendor Name: Waypoint

6/13/2023
Date

DocuSigned by:
Borja Alvarez de Toledo
2EBDB8A264D9F3B0...
Name: Borja Alvarez de Toledo
Title: president and CEO

DS
BAT
Vendor Initials

6/13/2023
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

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 (l)(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: waypoint

6/13/2023
Date

DocuSigned by:
Borja Alvarez de Toledo
2E1DBA264D9F4B0...
Name: Borja Alvarez de Toledo
Title: president and CEO

DS
BAT
Contractor Initials
6/13/2023
Date

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.

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: waypoint

6/13/2023
Date

DocuSigned by:
Borja Alvarez de Toledo
2EBDCA2C4D8F4B0...
Name: Borja Alvarez de Toledo
Title: president and CEO

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: Waypoint

6/13/2023
Date

DocuSigned by:
Borja Alvarez de Toledo
Name: Borja Alvarez de Toledo
Title: president and CEO

DS
Contractor Initials BAT
Date 6/13/2023

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 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, TitleXIII, 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.

Contractor Initials BAT

Date 6/13/2023

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard 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

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.

Contractor Initials BAT

Date 6/13/2023

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	Waypoint
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Melissa Hardy	Borja Alvarez de Toledo
Name of Authorized Representative	Name of Authorized Representative
Director, DLTSS	president and CEO
Title of Authorized Representative	Title of Authorized Representative
6/13/2023	6/13/2023
Date	Date

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 (UEI #)
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.

Contractor Name: Waypoint

6/13/2023
Date

DocuSigned by:
Borja Alvarez de Toledo
Name: Borja Alvarez de Toledo
Title: president and CEO

Contractor Initials: DS BAT
Date: 6/13/2023

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 UEI (SAM.gov) number for your entity is: QX4YNCN4JYK5

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

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

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

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

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.).

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

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Contractor Initials BAT

Date 6/13/2023

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.

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BAT
Contractor Initials

6/13/2023
Date

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

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

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WAYPOINT is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1914. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62585**

Certificate Number: **0006222798**

IN TESTIMONY WHEREOF,

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

David M. Scanlan

Secretary of State

WAYPOINT
Help Along the Way

Formerly
CHILD AND FAMILY SERVICES

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of WAYPOINT.

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

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

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

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

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

5/31/23
Date

Mark C. Rouvalis
Mark C. Rouvalis, Board Chair

DocuSign Envelope ID: EB046A2D-1145-44A9-9E93-FD5CFB8E39E6

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/10/2023

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 22-23 All w/Prof **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Professional Liability			PHPK2435600	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each incident $1M	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000- Agg
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2435606	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB822644	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE Umb includes Prof Liab	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20230000576 (3a.) NH	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Fidelity & Forgery			105912196	04/01/2021	04/01/2024	Limit Deductible	$500,000 $500

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

Bureau of Contracts and Procurement State of New Hampshire –
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

WAYPOINT

Help Along the Way

WAYPOINT

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

(With Independent Auditor's Report Thereon)

CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT	1
BASIC FINANCIAL STATEMENTS:	
Consolidated Statement of Financial Position	4
Consolidated Statement of Activities	5
Consolidated Statement of Functional Expenses	6
Consolidated Statement of Cash Flows	7
Notes to Consolidated Financial Statements	8
SUPPLEMENTARY INFORMATION:	
Consolidated Schedule of Operating Expenses - 2022	34
Consolidated Schedule of Operating Expenses - 2021	35

MELANSON

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
Waypoint

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Waypoint, which comprise the consolidated statement of financial position as of December 31, 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

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

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

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

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

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

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

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

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

MELANSON

Report on Summarized Comparative Information

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

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedules of Operating Expenses for 2022 and 2021 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 10, 2023 on our consideration of Waypoint's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Waypoint's internal control over financial reporting and compliance.

Melanson

Merrimack, New Hampshire
May 10, 2023

WAYPOINT

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

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

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

WAYPOINT

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

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

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

WAYPOINT

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

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

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

WAYPOINT

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

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

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

1. Organization

Waypoint (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 6,800 individuals, statewide, through an array of social services.

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

Family Support

Nearly 2,700 individuals received assistance through the Early Childhood and Family Support programs. Parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

Early Support and Services

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

Home Visiting Services

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

Partners in Health

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

The Children's Place and Parent Education Center

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

Family Preservation

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents, and young adults. Programs are delivered to 3,000 individuals in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

Foster Care

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

Home Based Services

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

Community Based Voluntary Services

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

Runaway and Homeless Youth Services

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. In 2022, over 700 individuals were served. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization operates the only shelter specifically for adults aged 18-24 who are experiencing or are at-risk of homelessness. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

Home Care

The Organization helps 460 seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Other Programs

The New Hampshire Children's Lobby

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

Resources for Families Affected by Incarceration

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

2. Summary of Significant Accounting Policies

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

Basis of Financial Statement Presentation

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

Change in Accounting Principle

ASU 2016-02, Leases

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

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

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

ASU 2020-07, Contributed Nonfinancial Assets

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

Principles of Consolidation

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

Comparative Financial Information

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2021, from which the summarized information was derived.

Cash and Cash Equivalents

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

Accounts Receivable

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

Grants Receivable

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectible grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

Investments

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

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

Beneficial Interest Held in Trusts

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

Property and Equipment

Property and equipment additions over $5,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 5 to 50 years. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of

maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed. Assets not in service are not depreciated.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in 2022 or 2021.

Leases

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

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

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

Interest Rate Swap

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

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions.

Net Assets Without Donor Restrictions

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

Net Assets With Donor Restrictions

Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. The Organization recognizes revenue from contributions and grants that were initially conditional, which became unconditional with restrictions during the reporting period, and for which those restrictions were met during the reporting period, as net assets without donor restrictions.

Revenue and Revenue Recognition

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

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give - that is, those with a measurable performance or other barrier and a right of return - are not recognized until the conditions on which they depend have been met.

The Organization records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

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

Donated Services and In-Kind Contributions

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

Advertising Costs

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

Functional Allocation of Expenses

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

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salary and benefits, which are allocated based on time and effort estimates, and occupancy costs and depreciation which are allocated based on personnel count at the location.

Measure of Operations

The Consolidated Statement of Activities reports all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to the Organization's ongoing programs and services and include the

Organization's annual endowment transfer to support operations. Nonoperating activities are limited to resources outside of those programs and services and are comprised of non-recurring gains and losses on sales and dispositions, investment income, and changes in the value of beneficial interests and interest rate swaps.

Income Taxes

Waypoint has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

Each entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, each is subject to income tax on net income that is derived from business activities that are unrelated to their exempt purpose.

Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Financial Instruments and Credit Risk

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

Fair Value Measurements and Disclosures

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

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

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

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

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

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

New Accounting Standards to be Adopted in the Future

Credit Losses

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

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Consolidated Statement of Financial Position, were comprised of the following at December 31, 2022 and 2021:

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

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

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

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

4. Accounts Receivable

Accounts receivable consisted of the following at December 31, 2022 and 2021:

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

5. Prepaid Expenses

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

6. Investments

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

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

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees is a percentage of the average total endowment value over the previous twelve quarters, with a 1% contingency margin. In 2022, the approved rate was 5.00%. In 2021, the approved rate was 4.00% from January through September and 5.00% thereafter.

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

term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

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

Mutual funds: Level 1 as determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

7. Beneficial Interest Held in Trusts

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

At December 31, 2022 and 2021, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was $1,152,876 and $1,112,493, respectively.

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

Trust	Percentage Interest	2022	2021
Greenleaf	100%	$ 335,096	$ 415,006
Spaulding	100%	300,889	380,406
Cogswell	50%	231,880	294,442
Total		$ 867,865	$ 1,089,854

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

8. Property and Equipment

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

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

9. Line of Credit

The Organization has a $1,500,000 revolving line of credit agreement with a bank, which is payable on demand. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (7.5% at December 31, 2022), adjusted daily. At December 31, 2022 and 2021, there was no outstanding balance on this line of credit.

10. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold $5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bondholders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2022 and 2021 is added to interest

expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2022 and 2021, the Organization recorded the swap liability position of $399,395 and $993,557, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2022, the Organization was in compliance with these covenants.

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

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

11. Leases

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

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

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

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

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

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

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

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

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

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

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

12. Refundable Advances

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

13. Deferred Loans - NHHFA

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

Note payable to the New Hampshire Housing and Finance Authority (NHHFA) dated June 7, 2005. The face amount of the note is $550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire. In line with the regulatory agreement related to the note payable, the Organization has remitted to NHHFA funds to establish an operating and replacement reserve. The balance of this reserve is reported as restricted cash on the Consolidated Statement of Financial Position. The restricted cash balance related to this note as of December 31, 2022 and 2021 totaled $33,336 and $32,102, respectively.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is $700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire. In line with the regulatory agreement related to the note payable, the Organization has remitted to NHHFA funds to establish an operating and replacement reserve. The balance of this reserve is reported as restricted cash on the Consolidated Statement of Financial Position. The restricted cash balance as of December 31, 2022 and 2021 related to this note totaled $43,420 and $42,001, respectively.

14. Endowment Funds

Types of Funds

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

Board-Designated Endowment

As of December 31, 2022 and 2021, the Board of Trustees had designated $14,896,850 and $18,842,135 respectively, of net assets without donor restrictions as a general endowment fund to support the mission of the Organization.

Donor-Designated Endowments

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date for donor-restricted perpetual endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetually restricted net assets (a) the original value of gifts donated to the endowment,

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

Funds with Deficiencies

The Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization complies with UPMIFA and has interpreted UPMIFA to permit spending from underwater funds in accordance with prudent measures required under the law. The Organization had no underwater endowment funds at December 31, 2022 or 2021.

Investment Policy

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

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

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

Spending Policy

The Organization's spending policy rate is a percentage of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization. In 2022, the approved rate was 5.00%. In 2021, the approved rate was 4.00% from January through September and 5.00% thereafter.

Changes in Endowment Net Assets

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

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

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

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

15. Net Assets

Net Assets Without Donor Restrictions

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

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

Net Assets With Donor Restrictions

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

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

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the years ended December 31, 2022 and 2021:

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

16. Contributed Nonfinancial Assets

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

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

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

17. Assistance to Individuals

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

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

18. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. Contributions made to the plan by the Organization for the years ended December 31, 2022 and 2021 totaled $121,399 and $101,614, respectively.

19. Related Party Transactions

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Trustees. The attorney board member does not personally perform the legal services. For the years ended December 31, 2022 and 2021, the total legal expense from related parties was $10,190 and $13,989, respectively.

20. Concentration of Risk

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

21. Transfer of Assets - Richie McFarland Children's Center

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

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

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

22. Reclassifications

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

23. Subsequent Events

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

WAYPOINT

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

	Family Preservation	Family Support	Runaway & Homeless Youth	Homecare	Advocacy	Camp	Total Program	Management and General	Fundraising	2022 Total
Salaries and wages	$ 2,933,799	$ 3,187,125	$ 1,135,714	$ 1,385,070	$ 127,338	$ -	$ 8,769,046	$ 1,441,503	$ 508,864	$ 10,719,413
Employee benefits	505,008	481,385	174,838	158,266	4,709	-	1,324,206	156,284	44,810	1,525,300
Retirement plan	29,154	39,168	11,168	10,704	1,840	-	92,034	20,467	8,898	121,399
Payroll taxes and other	298,323	323,621	107,985	134,635	9,505	-	874,069	112,764	39,253	1,026,086
Mileage reimbursement	197,673	93,924	26,602	41,762	185	-	360,146	9,703	1,747	371,596
Contracted services	35,039	222,122	339,713	9,155	42,550	-	648,579	370,654	160,215	1,179,448
Accounting	-	-	75	-	-	-	75	51,055	-	51,130
Assistance to individuals	324,486	374,691	400,529	349	-	16	1,100,071	717	50,017	1,150,805
Communications	63,406	51,845	50,477	17,468	1,136	12	184,344	32,935	12,811	230,090
Conferences, conventions, meetings	20,785	48,452	6,601	1,868	8,183	46,929	132,818	49,868	2,628	185,314
Depreciation	59,324	100,813	110,886	48,113	1,579	-	320,715	170,620	8,600	499,935
Insurance	30,297	22,469	22,800	3,272	713	-	79,551	15,794	2,532	97,877
Interest	44,070	74,891	67,022	35,742	1,173	-	222,898	22,106	6,388	251,392
Legal	-	1,656	-	-	-	388	2,044	16,617	-	18,661
Membership dues	825	7,870	13,656	5,704	50	-	28,105	26,169	2,437	56,711
Miscellaneous	9,455	21,098	6,366	1,156	-	-	38,075	34,413	8,675	81,163
Occupancy	242,992	148,368	285,994	50,155	1,259	4,229	732,997	54,952	11,895	799,844
Printing and publications	4,873	17,729	4,446	267	2,373	-	29,688	29,232	67,493	126,413
Rental and equipment maintenance	79,252	26,162	50,974	1,341	37	-	157,766	174,987	8,806	341,559
Supplies	23,140	62,896	50,656	6,989	134	77	143,892	12,963	2,740	159,595
Travel	3,534	4,195	12,819	65	5	-	20,618	13,017	10	33,645
Total	$ 4,905,435	$ 5,310,480	$ 2,879,321	$ 1,912,081	$ 202,769	$ 51,651	$ 15,261,737	$ 2,816,820	$ 948,819	$ 19,027,376

See Independent Auditor's Report.

WAYPOINT

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

	Family Preservation	Family Support	Runaway & Homeless Youth	Homecare	Advocacy	Camp	Total Program	Management and General	Fundraising	2021 Total
Salaries and wages	$ 2,978,149	$ 2,456,195	$ 898,837	$ 1,503,164	$ 127,284	$ -	$ 7,963,629	$ 1,305,839	$ 380,802	$ 9,650,270
Employee benefits	431,539	345,908	151,351	169,647	4,064	-	1,102,509	142,701	25,691	1,270,901
Retirement plan	22,971	22,722	8,334	6,321	2,119	-	62,467	33,340	5,807	101,614
Payroll taxes and other	288,915	244,674	86,915	155,905	9,485	-	785,894	69,615	29,747	885,256
Mileage reimbursement	130,106	35,970	20,697	46,632	-	-	233,405	3,250	18	236,673
Contracted services	42,954	324,479	518,896	3,177	14,700	1,488	905,694	314,483	89,140	1,309,317
Accounting	-	75	-	-	-	-	75	35,305	-	35,380
Assistance to individuals	237,092	237,041	367,522	175	-	6,481	848,311	233	53,000	901,544
Communications	65,065	51,158	39,507	11,083	1,358	10	168,181	34,673	9,827	212,681
Conferences, conventions, meetings	15,296	48,188	2,745	638	1,834	-	68,701	27,937	4,189	100,827
Depreciation	48,057	85,009	114,362	13,857	4,128	-	265,413	185,336	7,960	458,709
Insurance	16,096	14,857	15,198	2,235	551	-	48,937	14,071	1,570	64,578
Interest	40,260	71,217	75,497	11,609	3,458	-	202,041	24,699	6,669	233,409
Legal	-	-	-	-	-	-	-	12,543	-	12,543
Membership dues	986	7,295	11,447	5,363	50	-	25,141	32,379	3,382	60,902
Miscellaneous	2,878	1,084	6,089	1,320	-	-	11,371	35,039	14,186	60,596
Occupancy	195,534	169,810	177,112	22,211	3,023	2,263	569,953	79,464	18,410	667,827
Printing and publications	4,714	12,627	945	1,228	227	-	19,741	12,631	38,481	70,853
Rental and equipment maintenance	58,792	25,045	6,617	272	-	-	90,726	144,596	12,362	247,684
Supplies	26,321	40,422	34,421	4,849	355	40	106,408	14,790	2,255	123,453
Travel	1,346	772	7,376	95	-	-	9,589	10,909	-	20,498
Total	$ 4,607,071	$ 4,194,548	$ 2,543,868	$ 1,959,781	$ 172,636	$ 10,282	$ 13,488,186	$ 2,533,833	$ 703,496	$ 16,725,515

See Independent Auditor's Report.

Waypoint Trustees
2023

Melissa Biron

William Conrad

Helen Crowe

Rob Dapice

Jane E. Gile, Secretary

Emily Hammond

Sudi Lett

Marc Lubelczyk

Marilyn T. Mahoney

Holly P. Mintz

Zach Palmer

Mark C. Rouvalis, *Chair*

Jeffrey P. Seifert, *Treasurer*

Jennifer Stebbins, *Vice Chair*

Borja Alvarez de Toledo, M.Ed.

[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* (2nd ed.),New York: Oxford University Press, 2009

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

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

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

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

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

Languages

Fluent in Spanish, French and Italian.

COLLEEN M. IVES
[redacted]

CHIEF OPERATING OFFICER

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

PROFESSIONAL EXPERIENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

EDUCATION

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

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

MELISSA ANNE HUGENER, OTR/L

[redacted]

PROFESSIONAL EXPERIENCE:

Program Director of Child Health and Wellness/Staff Occupational Therapist
Child and Family Services of NH, Exeter, NH **May 2003 – present**

- Supervision of Early Supports and Services and Partners in Health staff, assuring quality services to families, staff competence and adherence to federal and state mandates for provision of services
- Day to day management of ESS and PIH programs, coordinating staff meetings, recruiting and hiring for open positions, budgeting, maintenance of program databases, PQI planning and implementation, etc
- Coordination with One Sky and BDS to meet program requirements, and preparation of materials for Medicaid and State Monitoring Reviews
- Collaboration with other ESS Program Directors throughout NH, and other programs/committees (ICC, PIC, preschool programs, BDS personnel, etc) to enhance early childhood programming throughout the state, and involvement in several statewide workgroups and advisory committees to improve early childhood systems (such as SSECT, Strategic Planning Public Awareness group, Healthy Families America committee)
- Responsible for maintaining a full caseload of ESS clients, to evaluate and treat children with a wide range of medical and developmental disabilities, as well as working with families to connect them with other CFS and state or local programs to meet their needs

Staff Occupational Therapist
Developmental Therapy Services, Merrimack, NH **February 2002 – May 2003**

- Evaluation, treatment and service coordination for early intervention, clinic setting, and school-based populations, utilizing SI, developmental and biomechanical treatment techniques in group and individual therapy sessions; development of IFSPs and IEPs; classroom consultation and treatment in natural environments

Easter Seals Superior California, Sacramento, CA **January 2000 – January 2002**

- Assisted with the development of the Early Start program for EI services, developed an ongoing aquatic therapy class for families of children with special needs, served as a member of Management Information Systems Team (providing computer and network support to staff), and provided comprehensive, multidisciplinary assessments and ongoing therapy services in early intervention, clinic and school settings

Developmental Evaluation Center, Fayetteville, NC **May 1998 – November 1999**

- Provided comprehensive developmental assessments and treatment for children ages birth – 10, assisted with weekly feeding and augmentative communication assessments, participated in weekly Neonatal Developmental Assessment Clinic, and developed a Parent Resource Library

EDUCATION AND CREDENTIALS:

Bachelor of Science in Occupational Therapy, Psychology Minor, Summa Cum Laude
University of Hartford, West Hartford, CT May 1998

- National Board Certification in Occupational Therapy
- OT License, State of NH Office of Allied Health Professions
- Current CPR/First Aid Certification
- Completion of NH Leadership Series
- Continuing Education and Advanced Practice in Sensory Integration and Processing, Feeding and Swallowing Disorders, Autism, Prematurity, Infant Mental Health and Assistive Technology

Waypoint
Key Personnel

Name	Title	Salary	% charged to this Grant
Borja Alvarez de Toledo	CEO	190,008	0
Colleen Ives	COO	146,058	0
Melissa Hugener	Director	87,360	9%

FORM NUMBER P-37 (version 12/11/2019)

Subject: RFP-2024-DLTSS-01-HEALT-02

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health and Developmental Services of Strafford County		1.4 Contractor Address 113 Crosby Rd, Dover NH 03820	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 05-95-93-930010-5191 05-95-93-930010-7858	1.7 Completion Date 6/30/2025	1.8 Price Limitation $316,558.00 This amount is inclusive of shared price limitation of $160,000. See Exhibit C.
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Wayne Goss Date: 6/14/2023		1.12 Name and Title of Contractor Signatory Wayne Goss President	
1.13 State Agency Signature DocuSigned by: Melissa Hardy Date: 6/14/2023		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/14/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS WG
Date 6/14/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS WG

Date 6/14/2023

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 omissions of the

Contractor Initials WG

Date 6/14/2023

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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

Contractor Initials DS WG

Date 6/14/2023

New Hampshire Department of Health and Human Services
Health Care Coordination for Children with Special Health Care Needs

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective July 1, 2023 upon Governor and Council approval ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Contractor Initials DS WG

Date 6/14/2023

New Hampshire Department of Health and Human Services
Health Care Coordination for Children with Special Health Care Needs
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Healthcare Coordination to children with special healthcare needs (CSHCN), birth to twenty-one (21) years of age, and their families who:

1.1.1. Reside in New Hampshire; and
1.1.2. Are or have a parent/guardian who is a U.S. citizen or legal resident alien, as defined in He-M 520.03.

1.2. The Contractor must accept cases assigned, following eligibility determination completed by the Department.

1.3. The Contractor must ensure services are available in Region 9, as identified in NH Administrative Rule He-M 523.12 Designation of Regional Boundaries, Table 523-1, shown below:

Region IX			
Barrington	Lee	New Durham	Strafford
Dover	Madbury	Rochester	
Durham	Middleton	Rollinsford	
Farmington	Milton	Somersworth	

1.4. For the purposes of this Agreement, all references to days mean business days, excluding state and federal holidays.

1.5. The Contractor must provide community-based health care coordination, including family support for CSHCN and their families that is:

1.5.1. Based on the premise of health equity, that all children and families should have an equal opportunity to attain their full health potential, and no barriers should exist to prevent children and their families from achieving this potential.
1.5.2. Provided to improve their ability to navigate the complexities and manage the unique challenges of having a chronic condition or caring for a CSHCN.

1.6. The Contractor must adhere to all applicable legislative and programmatic requirements when providing services.

1.7. The Contractor must maintain compliance with applicable federal and state regulations, policies, and procedures set forth by the Department.

1.8. The Contractor must ensure that health care coordination services include, but are not limited to:

1.8.1. Promotion of family-centered, coordinated, ongoing comprehensive care within a medical home;

1.8.2. Coordination of home and community based supports, which may include, but is not limited to:

1.8.2.1. Primary and specialty care services;
1.8.2.2. Home-based services;
1.8.2.3. Transportation;
1.8.2.4. Linguistic services;
1.8.2.5. Care continuity activities that address the unique needs of CSHCN;
1.8.2.6. Respite care and campership resources;
1.8.2.7. Environmental Modifications;
1.8.2.8. Financial Assistance;
1.8.2.9. Family Education and Leadership Development; and
1.8.2.10. Family Council activities.

1.8.3. Assistance for families to manage the impact of their child's condition at home and avoid more costly residential/institutional settings;
1.8.4. Activities that empower children and families to advance their wellbeing;
1.8.5. Care coordination assessments for strengths, needs, and goals to be incorporated in a shared care plan;
1.8.6. Financial assistance to eligible recipients for health-related services, in accordance with NH Administrative Rule He-M 520.06, which requires prior approval by the Department.
1.8.7. Financial assistance to eligible recipients for Environmental Modifications, which require prior approval by the Department; and
1.8.8. Financial assistance to eligible recipients based on needs and availability of funds, in accordance with NH Administrative Rule He-M 523.06(b).

1.9. The Contractor must ensure services are provided in alignment with the six (6) domains of the National Care Coordination Standards for CSHCN found at the National Academy for State Health Policy: https://www.nashp.org/national-care-coordination-standards-for-children-and-youth-with-special-health-care-needs/ currently in effect and as may be amended.

Domain 1: Identification, Screening, and Assessment

1.10. The Contractor must initiate contact with the with the CSHCN and their families, to determine preliminary planning for services needed, within five (5) business days of notification of eligibility by the Department.

1.11. The Contractor must conduct care coordination assessments using a Department-approved tool, in collaboration with each CSHCN and their family, within fifteen (15) business days of being notified of eligibility and at least annually, to inform the development of a plan of care and monitor progress.

1.12. The Contractor must ensure individuals fourteen (14) years of age and older

and/or their parent/guardian, complete the Transition Readiness Assessment Questionnaire (TRAQ) and set transition goals, at the time of their initial assessment and annually.

1.13. The Contractor must ensure respite needs are assessed and documented as part of care coordination assessments in subsection 1.14.

1.14. The Contractor must ensure data is entered and case records are maintained in the Department's on premise Data System, Special Medical Services/Partners in Health, also known as SMS Data system, within five (5) business days of receipt of information or an encounter, as required by the Department.

1.15. The Contractor must ensure the following data is collected and maintained, including, but not limited to:

1.15.1. Discharge information.
1.15.2. Encounters, assessments of needs and individual's goals, referrals and encounter/progress notes.
1.15.3. Uploading of documents including, but not limited to:

1.15.3.1. Assessments outlined in Section 1.14., and the Transition Readiness Assessment Questionnaire (TRAQ) for children ages fourteen (14) years of age and older.
1.15.3.2. Referral forms.
1.15.3.3. Releases.
1.15.3.4. Waiver requests and approvals, if applicable.
1.15.3.5. Financial assistance authorizations/approvals.
1.15.3.6. Guardianship paperwork, if applicable.
1.15.3.7. Shared Care Plans.
1.15.3.8. Evaluations.

Domain 2: Shared Care plan

1.16. The Contractor must ensure each child assigned to the program has a family-centered shared care plan. The plan must be shared with the enrolled participant, and/or their family or guardian, if under the age of eighteen (18), as well as other key team members identified in the plan. This plan must include, but is not limited to:

1.16.1. A Health Summary;
1.16.2. Long- and short-term goals that are specific, measurable, achievable, relevant and time specific (SMART);
1.16.3. Upcoming medical and social service transitions;
1.16.4. Emergency and disaster plans;
1.16.5. The individuals responsible for providing specific services;
1.16.6. The services/activities established to meet the goal and their frequency and duration; and

1.16.7. Plans for follow-up, monitoring, and reassessment that include measureable steps and benchmarks.

1.17. The Contractor must ensure the shared care plan is:

1.17.1. Uploaded to the SMS/PIH Data system, and reassessed as needed, and/or at a minimum of every six (6) months.
1.17.2. Shared with the enrolled participant, the family/guardian when applicable, and other key team members identified in the plan, with consent.
1.17.3. Completed in conjunction with families, to ensure they are central members in care planning activities.

1.18. The Contractor must assist families in achieving goals of the shared care plan.

Domain 3: Team-Based Communication

1.19. The Contractor must ensure that communication between members of the care team is timely, efficient, respectful, and culturally sensitive, in accordance with Domain 3 of the National Care Coordination Standards for CSHCN.

1.20. The Contractor must participate in the development of program-wide communication policies, in collaboration with the Department and in accordance with Domain 3 of the National Standards.

1.21. The Contractor must communicate and/or coordinate services with other providers of case management / care coordination / family support services, including but not limited to:

1.21.1. Division of Behavioral Health's Community Mental Health Centers and Children's Behavioral Health Collaborative;
1.21.2. Managed Care Organizations (MCOs);
1.21.3. Schools;
1.21.4. Medical Homes/Clinics/Hospitals;
1.21.5. Area Agencies for Developmental Services;
1.21.6. Family Centered Early Supports and Services programs; and
1.21.7. Other Department programs including, but not limited to:
1.21.8. BFCS Nurse Consultation;
1.21.9. NH Family Voices;
1.21.10. Specialty Services for Children with Medical Complexity;
1.21.11. Nutrition, Feeding and Swallowing Network (NFS);
1.21.12. Child Development Clinics; and
1.21.13. Pediatric Psychiatry Consultation.

Domain 4: Child and Family Empowerment and Skills Development

1.22. The Contractor must provide care coordination that includes education, coaching, and training for CSHCN, families/guardians and members of the care team in accordance with Domain 4 of the National Care Coordination Standards for CSHCN.

1.23. The Contractor must support families and children to leverage strengths, increase understanding of the child's condition, build self-management and efficacy skills, and develop knowledge and skills to achieve identified goals.

1.24. The Contractor must connect families to peer supports (e.g. family council members, mentors, support groups, condition specific organizations) to help families build confidence and competence in articulating goals and expectations.

Domain 5: Care Coordination Workforce

1.25. The Contractor must make a request in writing to the Department before hiring new program personnel who do not meet the following required staff qualifications. The Department may approve a waiver based on the needs of the program and/or the individual's experience and education:

1.25.1. A Bachelor's degree; and
1.25.2. Two (2) years of experience in care coordination or within community programs serving CSHCN or four (4) years of experience working with children and families.

1.26. The Contractor must ensure HCCs have the competencies needed for successful navigation across health, behavioral health, social service, and other child-serving systems.

1.27. The Contractor must take into account an individual's lived experiences, or practical knowledge and understanding of navigating the health system as an important consideration in care coordination hiring.

1.28. The Contractor must build capacity to meet the needs of the culturally diverse populations within the region(s) they serve which includes recruiting and maintaining a workforce that is culturally, linguistically, racially, and ethnically diverse;

1.29. The Contractor must ensure each HCC completes a minimum of eighteen (18) hours of training each year, and maintains documentation in the form of a certificate of attendance. Training must focus on the following topics:

1.29.1. Learning from and building partnerships with families;
1.29.2. Motivational interviewing;
1.29.3. Identification of family strengths, priorities, and goal setting;
1.29.4. Care plan development;
1.29.5. Cultural & linguistic competencies;
1.29.6. Implicit bias;
1.29.7. Health insurance policies and procedures;
1.29.8. Confidentiality;
1.29.9. Health Insurance Portability and Accountability Act (HIPAA) and Family Rights and Privacy Act (FRPA) compliance training;
1.29.10. Health literacy;
1.29.11. Community-based resources;

1.29.12. Transition and referral process (including, but not limited to TRAQ activities); and
1.29.13. Education systems for CSHCN.

1.30. The Contractor must ensure policies, procedures and mechanisms are in place, including child and family feedback, to review HCC and quality of health care coordination.

Domain 6: Care Transitions

1.31. The Contractor must ensure facilitation of effective care transitions, including FCESS to Preschool Special Education and from pediatric to adult health care service providers in accordance with Domain 6 of the National Care Coordination Standards for CSHCN and Got Transition™.

1.32. The Contractor must ensure that enrolled participants over the age of fourteen (14) have a health related goal incorporated within the shared care plan.

1.33. The Contractor must ensure that HCCs engage in department-required training related to TRAQ and TRAQ activities.

1.34. The Contractor must coordinate services with the Department which include, but are not limited to:

1.34.1. Participation in the planning, development and evaluation of program goals and objectives in conjunction with BFCS staff, including how best to respond to emerging issues identified by state agencies;
1.34.2. Participation with the Department in developing, implementing, and revising quality assurance and continuous quality improvement (CQI) activities and standards including but not limited to:

1.34.2.1. Caseload management; and
1.34.2.2. Nurse consultation.

1.35. The Contractor must develop a Participant Satisfaction Survey, to be distributed to families of CSHCN after services are provided.

1.36. The Contractor must participate in system-level activities with other State-funded projects providing case management / care coordination / family support services / systems improvement for children with special health care needs in designated areas, including, but not limited to:

1.36.1. Division of Behavioral Health's Community Mental Health Centers and Children's Behavioral Health Collaborative;
1.36.2. Bureau of Developmental Services' Area Agencies;
1.36.3. Family Centered Early Supports and Services programs; and
1.36.4. Other Department programs including, but not limited to:

1.36.4.1. Nurse Consultation;
1.36.4.2. NH Family Voices;
1.36.4.3. Specialty Services for Children with Medical Complexity;

1:36.4.4. Nutrition, Feeding and Swallowing Network;
1.36.4.5. Child Development Clinics; and
1.36.4.6. Pediatric Psychiatry Consultation.

2. Staffing Requirements

2.1. The Contractor must establish and maintain program personnel policies and procedures that will be made accessible and available to all Contractor staff and the Department which include, but are not limited to:

2.1.1. Selection and dismissal of staff, volunteers and others.
2.1.2. Delivering or coordinating services under the provider's direction.
2.1.3. Procedures for supporting students/interns interested in working with CSHCN.
2.1.4. Procedures for verifying staff, volunteer and student training/intern qualifications.

2.2. The Contractor must designate one (1) Full-Time Equivalent (FTE) Healthcare Coordinators (HCCs), to ensure coverage across the service region.

2.3. The Contractor must ensure HCC's maintain a caseload of between fifty (50) and seventy-five (75) active families.

2.4. The Contractor must provide, at a minimum, one (1) hour of support from the HCC per month to each family engaged in this program.

2.5. The Contractor must identify a Lead Agency Supervisor, to act as a point of contact with the Department, and who is responsible for the following:

2.5.1. Ensuring program activities meet contractual obligations and comply with NH Administrative Rule He-M 520 and 523 including, but not limited to:

2.5.1.1. Reviewing quarterly and annual reports;
2.5.1.2. Ensuring data is entered and case records are maintained in the Data system within five (5) business days of receipt as required by the Department;
2.5.1.3. Tracking expenditures;
2.5.1.4. Ensuring distribution and collection of satisfaction surveys;
2.5.1.5. Participating in program and financial audits;
2.5.1.6. Participating in Quarterly Meetings with the Department, with date and location agreed upon by both parties; and
2.5.1.7. Providing supervision to the HCCs, including but not limited to:

2.5.1.7.1. Ensuring training requirements are met;
2.5.1.7.2. Providing annual evaluations.

2.6. The Contractor must ensure the HCCs participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

2.7. The Contractor must participate in on-site reviews conducted by the

Department on an annual basis, or as otherwise requested by the Department.

2.8. The Contractor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.

3. Reporting

3.1. The Contractor must submit annual reports, site review documents, and performance measures data (e.g. family satisfaction surveys) to the Department.

3.2. The Contractor must submit quarterly reports, using a Department provided template, which include, but are not limited to:

3.2.1. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following quarter;
3.2.2. Progress made on issues identified in the previous report; and
3.2.3. Updated training log with certificates of attendance for all HCC.

3.3. The Contractor must submit annual reports using a template provided by the Department, which include, but are not limited to:

3.3.1. Results of annual satisfaction survey;
3.3.2. Performance measures;
3.3.3. Success stories of services provided;
3.3.4. Quality assurance and improvement activities;
3.3.5. Qualitative information relative to family outcomes;
3.3.6. Quantitative information demonstrating successful family outcomes;
3.3.7. Overall progress toward program goals that includes supporting statistical information;
3.3.8. Program effectiveness as reported by families in the Participant Satisfaction Survey listed in subsection 1.39.; and
3.3.9. Future plans or goals.

3.4. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

4. Performance Measures

4.1. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures. The Contractor must ensure:

4.1.1. Ninety-five (95%) of families and/or CSHCN receive a shared care plan;
4.1.2. Thirty-five percent (35%) of CSHCN, ages 18-21, identify an adult health care provider at discharge in SFY 2024;
4.1.3. Forty percent (40%) of CSHCN, ages 18-21, identify an adult health care provider at discharge in SFY 2025;

4.1.4. Seventy-five percent (75%) of CSHCN, ages 14 to 21 years, identified a goal following completion of a TRAQ.

4.1.5. Fifty percent (50%) of CSHCN, ages 14-21 indicated they achieved their goal when reviewed at the end of each state fiscal year;

4.1.6. Seventy-four percent (74%) of families with CSHCN enrolled reported access to respite when identified as a need, in SFY 2024; and

4.1.7. Seventy-six percent (76%) of families with CSHCN enrolled, reported access to respite, when identified as a need, in SFY 2025.

4.2. Background Checks

4.2.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

4.2.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

4.2.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

4.2.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

4.3. Privacy Impact Assessment

4.3.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

4.3.1.1. How PII is gathered and stored;

4.3.1.2. Who will have access to PII;

4.3.1.3. How PII will be used in the system;

4.3.1.4. How individual consent will be achieved and revoked; and

4.3.1.5. Privacy practices.

4.3.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

4.4. Department Owned Devices, Systems and Network Usage

4.4.1. Contractor End Users, as defined in Exhibit K, DHHS Information Security Requirements, authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, must:

4.4.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

4.4.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

4.4.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

4.4.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

4.4.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

4.4.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

4.4.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes

only. Email is defined as "internal email systems" or "Department-funded email systems."

4.4.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

4.4.1.9. Agree when utilizing the Department's email system:

4.4.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

4.4.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

4.4.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

4.4.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

4.4.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

4.4.1.12. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

4.4.1.13. Agree to only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.

4.4.1.14. Contractor agrees that if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face

removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

4.4.1.15. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

4.4.2. Workspace Requirement

4.4.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

4.5. Contract End-of-Life Transition Services

4.5.1. General Requirements

4.5.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

4.5.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the

Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

4.5.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

4.5.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

4.5.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

4.5.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

4.5.2. Completion of Transition Services

4.5.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

4.5.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

4.5.3. Disagreement over Transition Services Results

4.5.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

4.6. Website and Social Media

4.6.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

4.6.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

4.6.3. State of New Hampshire's Website Copyright

4.6.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

5. Exhibits Incorporated

5.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

5.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

5.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

6.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

6.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

6.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

6.3. Credits and Copyright Ownership

6.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

6.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

6.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

6.3.3.1. Brochures.

6.3.3.2. Resource directories.

6.3.3.3. Protocols or guidelines.

6.3.3.4. Posters.

6.3.3.5. Reports.

6.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

6.4. Operation of Facilities: Compliance with Laws and Regulations

6.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

7. Records

7.1. The Contractor must keep records that include, but are not limited to:

7.1.1. Books, records, documents and other electronic or physical 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.

7.1.2. All records must 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.

7.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.

7.1.4. Medical records on each patient/recipient of services.

7.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

7.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Health Care Coordination for Children with Special Health Care Needs
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 66% Federal funds from:
      1.1.1. 16% Maternal and Child Health Services Block Grant, as awarded on September 24, 2022, by the DHHS Health Resources and Services Administration ALN 93.994, FAIN B0445230.
      1.1.2. 100% United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant, as awarded on June 29, 2022 ALN: 93.667, FAIN: 2201NHSOSR; 100% Federal Funds.
   1.2. 34% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. 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 items, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
   3.1. The Contractor must ensure a minimum of 12% of the total program budget is earmarked for financial assistance to families, and ensure not more than 30% of this funding is used to support Family Support Council activities.
   3.2. The Contractor must coordinate and integrate public and private funding to support the needs of CSHCN and their families who are served by Health Care Coordination which includes, but is not limited to:
      3.2.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
      3.2.2. Developing and accessing an array of private funding to include grants, donations and fundraising.
4. Shared Price Limitation:
   4.1. The Contractor may utilize a shared price limitation approximately $160,000 for:

4.1.1. Financial assistance to eligible recipients for health-related services, in accordance with NH Administrative Rule He-M 520.06, which requires prior approval by the Department.

4.1.2. Financial assistance to eligible recipients for Environmental Modifications, which require prior approval by the Department;

4.1.3. The remaining Financial assistance to eligible recipients based on needs and availability of funds, in accordance with NH Administrative Rule He-M 523.06(b).

4.2. The Contractor may request approval for reimbursement from the Department, in a format satisfactory to the Department. The Contractor must ensure the request includes justifications of:

4.2.1. Client/Family specific needs, not covered by other source(s) and not contemplated as part of the transition to direct bill; or

4.3. The Contractor must submit an invoice, upon Department approval of the reimbursement request, with supporting documentation to the Department as outlined in Section 5.

5. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

5.3. Identifies and requests payment for allowable costs incurred in the previous month.

5.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to bfcsinvoices@dhhs.nh.gov or mailed to:

Health Care Coordination
Program Assistant II
Thayer Building
Department of Health and Human Services

129 Pleasant Street
Concord, NH 03301

6. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

8. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

9. Audits

9.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

9.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	*Behavioral Health & Developmental Services of Strafford County*
Budget Request for:	*Health Care Coordination for Children with Special Health Care Needs*
Budget Period	*7/1/23 - 6/30/2024, updated 5/24/23*
Indirect Cost Rate (if applicable)	12.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$40,099
2. Fringe Benefits	$18,400
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$200
6. Travel	$400
7. Software	
8. (a) Other - Marketing/ Communications	$200
8. (b) Other - Education and Training	$100
8. (c) Other - Other (specify below)	
Flex Funding for Families	$10,000
Environmental Modification	
Telephone	$500
Postage	
9. Subrecipient Contracts	$0
Total Direct Costs	$69,899
Total Indirect Costs	$8,380
TOTAL	**$78,279**

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	*Behavioral Health & Developmental Services of Strafford County*
Budget Request for:	*Health Care Coordination for Children with Special Health Care Needs*
Budget Period	*7/1/24 - 6/30/2025, updated 5/24/23*
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5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$200
6. Travel	$400
7. Software	
8. (a) Other - Marketing/ Communications	$200
8. (b) Other - Education and Training	$100
8. (c) Other - Other (specify below)	
Flex Funding for Families	$10,000
Environmental Modification	
Telephone	$500
Postage	
9. Subrecipient Contracts	$0
Total Direct Costs	$69,899
Total Indirect Costs	$8,380
TOTAL	**$78,279**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

DS
Vendor Initials WG

Date 6/14/2023

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.

Vendor Name: Community Partners

6/14/2023
Date

DocuSigned by:
Wayne Goss
F7709F35E8D47E...
Name: Wayne Goss
Title: President

CERTIFICATION REGARDING LOBBYING

The Vendor 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-I.)

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.

Vendor Name: Community Partners

6/14/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President

DS
WG
Vendor Initials
6/14/2023
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

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 (I)(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: Community Partners

6/14/2023
Date

DocuSigned by:
Wayne Goss
F7D0F35E4D47E...
Name: Wayne Goss
Title: President

DS
WG
Contractor Initials

6/14/2023
Date

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.

DS
WG

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: Community Partners

DocuSigned by:
Wayne Goss

6/14/2023
Date

Name: Wayne Goss
Title: President

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: Community Partners

6/14/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President

DS
WG
Contractor Initials

6/14/2023
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard 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

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.

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	Community Partners
The State	Name of the Contractor
DocuSigned by: Melissa Hardy	DocuSigned by: Wayne Goss
Signature of Authorized Representative	Signature of Authorized Representative
Melissa Hardy	Wayne Goss
Name of Authorized Representative	Name of Authorized Representative
Director, DLTSS	President
Title of Authorized Representative	Title of Authorized Representative
6/14/2023	6/14/2023
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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 (UEI #)
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.

Contractor Name: Community Partners

6/14/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President

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 UEI (SAM.gov) number for your entity is: F6H7M3LQKZP4

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

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

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

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

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.).

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

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.

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

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

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: **62273**

Certificate Number: **0006194241**

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 April A.D. 2023.

David M. Scanlan

Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. 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: **455172**

Certificate Number: **0006237659**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of May A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Gary Gletow, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 23rd, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Wayne Goss, President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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 was **valid thirty (30) days prior to and 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.

Dated: 5/26/23

Signature of Elected Officer
Name: Gary Gletow
Title: Secretary

DocuSign Envelope ID: E4A40DE2-25C0-45B8-837D-62577FB71243

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2022

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	**CONTACT NAME:** Michele Palmer **PHONE (A/C, No, Ext):** (603) 669-3218 **FAX (A/C, No):** (603) 645-4331 **E-MAIL ADDRESS:** manch.certs@crossagency.com
INSURED Behavioral Health & Developmental Services of Strafford County Inc. DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Hanover Ins Group **INSURER B:** Granite State Health Care and Human Services Self-I **INSURER C:** Philadelphia Indemnity Ins Co — 18058 **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 22-23 All w/D&O 23-24 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [X] OTHER: Professional Liability			ZDV-J217764-00	11/01/2022	11/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWVJ207949-00	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UHVJ207889-00	11/01/2022	11/01/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 7,000,000 $ 7,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000545 (3a.) NH	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers Liability			PHSD1754200	11/01/2022	11/01/2023	Limit Deductible	$5,000,000 $35,000

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

State of NH; Department of Health & Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Gunn

113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency

Mission: Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

BerryDunn

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2022 and 2021

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries

Opinion

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2022 and 2021, and the related consolidated statements of activities, functional revenue and expenses without donor restrictions, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of June 30, 2022 and 2021, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

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

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

In performing an audit in accordance with U.S. generally accepted auditing standards, we:

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

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

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities 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 consolidating information has been subjected to the auditing procedures applied in the audits 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 U.S. generally accepted auditing standards. In our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 3, 2022

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Financial Position

June 30, 2022 and 2021

	2022	2021
ASSETS		
Cash and cash equivalents	**$ 9,709,578**	$ 6,897,442
Restricted cash	**112,619**	112,592
Accounts receivable, net	**2,135,448**	2,797,374
Grants receivable	**591,137**	299,756
Prepaid expenses	**286,650**	460,431
Property and equipment, net	**2,512,205**	2,492,164
Total assets	**$15,347,637**	$13,059,759
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	**$ 2,105,943**	$ 2,055,823
Paycheck Protection Program (PPP) funding	**-**	3,375,000
Estimated third-party liabilities	**1,757,667**	1,206,028
Operating lease payable	**120,634**	98,894
Loan fund	**89,656**	89,629
Notes payable	**459,039**	553,729
Total liabilities	**4,532,939**	7,379,103
Net assets		
Without donor restrictions	**10,742,284**	5,600,644
With donor restrictions	**72,414**	80,012
Total net assets	**10,814,698**	5,680,656
Total liabilities and net assets	**$15,347,637**	$13,059,759

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

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Activities

Years Ended June 30, 2022 and 2021

	2022	2021
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	$38,225,994	$34,521,525
Medicare revenue	318,134	304,321
Client resources	2,165,275	2,081,203
Contract revenue	3,684,935	3,014,955
Grant income	3,516,082	2,369,938
Interest income	17,435	21,309
Other program revenue	-	44,650
Public support	3,507,647	125,308
Other revenue	113,459	921,198
Total public support and revenue	51,548,961	43,404,407
Net assets released from restrictions	30,932	59,689
Total public support, revenue, and releases	51,579,893	43,464,096
Expenses		
Program services		
Case management	1,197,952	1,107,522
Day programs and community support	4,790,969	4,770,513
Early support services and youth and family	4,786,014	4,555,661
Family support	639,592	646,820
Residential services	17,572,714	14,833,402
Consolidated services	5,270,513	4,621,721
Adult services	3,065,530	2,601,108
Emergency services	856,877	679,164
Other	4,206,251	4,279,398
Total program expenses	42,386,412	38,095,309
Supporting services		
General management	4,051,841	3,786,813
Total expenses	46,438,253	41,882,122
Change in net assets without donor restrictions	5,141,640	1,581,974
Changes in net assets with donor restrictions		
Grants and contributions	23,334	37,953
Net assets released from restrictions	(30,932)	(59,689)
Change in net assets with donor restrictions	(7,598)	(21,736)
Change in net assets	5,134,042	1,560,238
Net assets, beginning of year	5,680,656	4,120,418
Net assets, end of year	$10,814,698	$ 5,680,656

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

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2022

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	$ 862,564	$ 3,706,450	$ 4,867,194	$ 326,431	$ 18,494,871	$ 5,755,680	$ 3,526,680	$ 97,652	$ 588,492	$ 38,225,994	$ -	$ 38,225,994
Medicare revenue	-	42,089	-	-	-	-	204,109	-	71,936	318,134	-	318,134
Client resources	41,646	46,110	525,533	-	1,218,738	34,328	193,903	1,147	103,870	2,165,275	-	2,165,275
Contract revenue	61,711	406,321	405,242	77,610	63,849	46,470	31,360	611,035	1,841,094	3,544,692	140,243	3,684,935
Grant income	25,124	199,059	183,983	36,863	1,311,457	87,050	161,415	9,584	1,444,526	3,459,061	57,021	3,516,082
Interest income	-	5	-	-	-	-	-	-	7	12	17,423	17,435
Public support	6,543	426	2,904	13,696	2,195	4,173	880	-	131,675	162,492	3,376,087	3,538,579
Other revenue	2,073	12,132	9,151	573	32,024	7,589	35,672	1,109	7,475	107,798	5,661	113,459
												-
Total public support and revenue	999,661	4,412,592	5,994,007	455,173	21,123,134	5,935,270	4,154,019	720,527	4,189,075	47,983,458	3,596,435	51,579,893
Expenses												
Salary and wages	664,451	2,290,639	3,027,009	169,392	1,559,376	1,872,846	2,213,258	372,611	2,296,390	14,465,972	2,622,748	17,088,720
Employee benefits	149,252	601,201	529,744	35,485	336,238	116,874	1,411	53,242	627,876	2,451,323	429,617	2,880,940
Payroll taxes	51,865	195,807	237,544	13,150	121,551	155,454	124,095	29,277	203,053	1,131,796	188,223	1,320,019
Contracted substitute staff	-	50	-	-	-	-	-	-	-	50	-	50
Client treatment services	108,522	623,262	124,688	319,748	5,826,855	2,874,566	194,353	-	36,417	10,108,411	60	10,108,471
Professional fees and consultants	30,160	58,440	233,955	13,758	57,539	16,043	72,822	149,550	159,159	791,426	208,134	999,560
Subcontractors	-	-	-	-	9,298,327	-	-	-	-	9,298,327	-	9,298,327
Staff development and training	4,732	6,122	28,695	166	3,569	901	16,500	6,683	14,243	85,611	65,004	150,615
Rent	-	101,074	104,000	-	38,242	-	74,131	7,267	93,593	418,307	18,541	436,848
Interest	1,327	865	701	211	2,906	340	82	10	13,407	19,849	1,891	21,740
Utilities	8,644	45,702	18,103	1,366	16,166	2,192	20,974	1,575	33,430	148,154	15,840	163,994
Building maintenance and repairs	21,680	93,969	43,676	3,205	32,067	5,230	62,684	2,093	82,496	347,320	34,179	381,499
Other occupancy costs	20,018	105,449	48,389	3,185	22,838	5,133	34,452	4,765	54,531	298,760	30,390	329,150
Office	15,154	75,074	66,374	3,959	32,803	5,591	40,419	52,082	91,762	383,218	166,634	549,852
Building and housing	1,874	12,276	5,844	385	6,984	504	4,507	426	9,547	42,447	4,377	46,824
Client consumables	-	12,703	2,788	1,549	25,515	33,774	2,159	1,840	35,336	115,664	528	116,192
Medical	2,223	4,452	3,367	358	2,139	583	2,207	738	3,532	19,599	3,732	23,331
Equipment maintenance	30,004	118,039	142,276	6,635	55,828	12,842	90,967	16,664	100,279	573,534	94,312	667,846
Depreciation	19,415	75,004	42,225	4,729	40,572	9,458	9,236	1,881	47,099	249,619	34,502	284,121
Advertising	-	50	50	-	-	479	50	-	100	729	155	884
Printing	-	4	14	-	-	-	33	2	106	159	48	207
Telephone and communications	22,111	71,412	54,807	4,077	16,234	6,228	41,145	6,920	50,245	273,179	57,584	330,763
Postage and shipping	786	3,135	4,457	189	1,625	378	2,867	608	7,268	21,313	2,850	24,163
Transportation	6,839	118,854	15,818	287	29,989	97,369	-8,238	140,277	21,802	439,473	18,746	458,219
Assistance to individuals	29,577	82,077	3,738	53,409	16,879	47,876	6,088	478	31,567	271,689	2,197	273,886
Insurance	9,307	87,309	45,948	2,067	28,457	5,735	38,888	5,875	36,320	259,906	48,100	308,006
Membership dues	-	1,297	-	-	-	103	2,813	-	120,023	124,236	3,380	127,616
Other	11	4,683	1,504	2,282	13	14	1,151	13	36,670	46,341	69	46,410
Total expenses	1,197,952	4,790,969	4,786,014	639,592	17,572,714	5,270,513	3,065,530	856,877	4,206,251	42,386,412	4,051,841	46,438,253
Change in net assets without restrictions	$ (198,291)	$ (378,377)	$ 1,207,993	$ (184,419)	$ 3,550,420	$ 664,757	$ 1,088,489	$ (136,350)	$ (17,176)	$ 5,597,046	$ (455,406)	$ 5,141,640

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

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2021

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	$ 958,139	$ 3,382,580	$ 4,675,562	$ 311,161	$ 15,683,299	$ 4,805,506	$ 3,951,142	$ 68,790	$ 485,346	$ 34,521,525	$ -	$ 34,521,525
Medicare revenue	-	28,878	471	-	-	-	227,248	-	47,924	304,321	-	304,321
Client resources	37,866	42,000	488,541	2	1,158,381	31,684	171,019	60,333	91,377	2,081,203	-	2,081,203
Contract revenue	70,549	241,763	505,581	78,179	46,803	46,470	10,720	217,618	1,671,051	2,886,734	128,221	3,014,955
Grant income	23,933	260,067	121,507	42,551	80,686	14,955	84,571	5,136	1,683,864	2,317,270	52,668	2,369,938
Interest income	-	4	-	-	-	-	-	-	9	13	21,296	21,309
Other program revenue	-	34,650	800	-	-	-	-	-	-	35,650	9,000	44,650
Public support	7,456	2,839	3,444	12,658	723	167	2,204	-	151,673	181,164	3,833	184,997
Other revenue	-	73,580	35,700	150	585,398	77,400	52,950	4,650	27,049	856,877	64,321	921,198
Total public support and revenue	1,097,943	4,066,361	6,031,606	442,701	17,555,290	4,976,182	4,499,854	356,527	4,158,293	43,184,757	279,339	43,464,096
Expenses												
Salaries and wages	673,124	2,117,099	2,820,168	207,012	1,426,816	1,882,181	1,864,434	243,799	2,229,963	13,464,596	2,498,842	15,963,438
Employee benefits	156,906	550,078	570,994	50,448	332,913	140,243	50,478	46,389	689,640	2,588,089	449,459	3,037,548
Payroll taxes	52,290	180,303	223,454	16,332	111,773	157,380	98,348	18,377	203,168	1,061,425	176,956	1,238,381
Contracted substitute staff	-	1,628	5,138	-	-	-	-	-	-	6,966	-	6,966
Client treatment services	16,503	578,112	109,468	260,328	5,083,469	2,189,673	153,990	-	7,775	8,379,318	-	8,379,318
Professional fees and consultants	32,923	60,588	197,057	9,328	51,829	18,644	54,842	328,823	178,672	932,706	149,939	1,082,645
Subcontractors	-	317,958	-	-	7,511,181	6,919	-	-	-	7,836,058	-	7,836,058
Staff development and training	7,270	14,168	27,178	890	2,683	4,943	10,313	5,337	11,132	83,914	60,512	144,426
Interest	1,661	2,302	968	265	4,077	429	419	18	15,071	25,208	2,392	27,600
Rent	-	99,994	100,086	-	37,299	-	72,381	7,168	113,699	430,627	19,255	449,882
Utilities	8,344	45,497	17,555	1,319	15,323	2,117	20,949	4,564	29,968	145,636	19,929	165,565
Building maintenance and repairs	16,780	77,759	40,075	2,626	31,171	4,292	25,832	1,667	94,301	294,503	30,531	325,034
Other occupancy costs	6,354	87,465	34,901	1,005	10,774	1,612	23,667	-	45,759	211,537	3,285	214,822
Office	15,033	109,309	133,022	3,009	45,032	6,509	44,018	4,879	91,142	451,953	106,382	558,335
Building and housing	3,833	18,807	8,084	649	5,842	1,340	4,896	558	21,883	65,892	9,108	75,000
Client consumables	529	13,537	3,092	4,161	22,325	29,114	2,056	20	52,175	127,009	695	127,704
Medical	69	743	618	13	347	52	740	103	4,573	7,258	311	7,569
Equipment maintenance	28,093	101,380	104,761	5,432	37,252	10,290	63,673	7,202	55,216	413,301	101,352	514,653
Depreciation	19,443	85,642	46,299	4,186	37,267	8,564	13,402	1,558	47,822	264,183	35,224	299,387
Advertising	-	15	46	-	-	-	101	5	23	190	606	796
Printing	-	80	185	-	-	-	497	-	1,228	1,990	300	2,290
Telephone and communications	24,942	54,932	51,532	4,034	12,676	6,338	38,610	4,243	49,301	246,608	63,790	310,398
Postage and shipping	817	4,526	4,135	173	1,540	348	3,344	544	10,232	25,659	2,983	28,642
Transportation	1,039	97,858	4,638	286	42,567	69,068	8,408	50	20,553	244,467	4,125	248,592
Assistance to individuals	32,260	52,269	4,020	73,464	3,332	78,006	2,954	294	34,092	280,691	3,846	284,537
Insurance	9,188	90,097	45,820	1,869	25,492	3,637	38,529	3,535	43,572	261,539	43,416	304,955
Membership dues	51	928	2,567	11	98	22	4,227	33	120,736	128,673	3,575	132,248
Other	70	7,239	-	-	324	-	-	-	107,700	115,333	-	115,333
Total expenses	1,107,522	4,770,513	4,555,661	646,820	14,833,402	4,621,721	2,601,108	679,164	4,279,398	38,095,309	3,786,813	41,882,122
(Decrease) increase in net assets without restrictions	$ (9,579)	$ (704,152)	$ 1,475,945	$ (204,119)	$ 2,721,888	$ 354,461	$ 1,898,746	$ (322,637)	$ (121,105)	$ 5,089,448	$ (3,507,474)	$ 1,581,974

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

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years Ended June 30, 2022 and 2021

	2022	2021
Cash flows from operating activities		
Change in net assets	$ 5,134,042	$ 1,560,238
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	284,121	299,387
PPP funding	(3,375,000)	-
Forgiveness of note payable	-	(50,000)
Change in operating assets and liabilities		
Accounts receivable, net	661,926	(704,649)
Grants receivable	(291,381)	292,184
Prepaid expenses	173,781	24,836
Accounts payable and accrued expenses	50,120	(786,732)
Estimated third-party liabilities	551,639	174,459
Operating lease payable	21,740	26,664
Loan fund	27	67
Net cash provided by operating activities	3,211,015	836,454
Cash flows from investing activities		
Acquisition of property and equipment	(304,162)	(559,924)
Cash flows from financing activities		
Proceeds from notes payable	58,013	-
Principal payments on notes payable	(152,703)	(180,307)
Net cash used by financing activities	(94,690)	(180,307)
Net increase in cash and restricted cash	2,812,163	96,223
Cash and restricted cash, beginning of year	7,010,034	6,913,811
Cash and restricted cash, end of year	$ 9,822,197	$ 7,010,034
Composition of cash and restricted cash, end of year:		
Cash and cash equivalents	$ 9,709,578	$ 6,897,442
Restricted cash	112,619	112,592
	$ 9,822,197	$ 7,010,034

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

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statements of functional revenue and expenses without donor restrictions for programs offered) for individuals with developmental disabilities and/or mental illness and their families. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

	2022	2021
Funds received	$ 123,977	$ 115,694
Funds disbursed	60,857	104,438
	$ 63,120	$ 11,256

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	$ 822,515
Funds disbursed	520,995
	$ 301,520

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding its consolidated financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of activities.

Grants and Contributions

Grants awarded and contributions received in advance of expenditures are reported as public support and revenue with donor restrictions if they are received with stipulations that limit the use of the grants or contributions. When a grant or contribution restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records restricted grants and contributions whose restrictions are met in the same reporting period as public support and revenue without donor restrictions in the year of the gift.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent money market accounts and repurchase agreements as of June 30, 2022 and 2021.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts after considering each category of receivable individually and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. Accounts receivable, net amounted to $2,135,448; $2,797,374; and $2,092,725 as of June 30, 2022, 2021 and 2020, respectively.

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the asset is placed into service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

Depreciation is provided on the straight-line method in amounts designed to depreciate the costs of the assets over their estimated lives as follows:

Buildings and improvements	5-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

Revenue Recognition

Medicaid, Medicare and client resources revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including health insurers and government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements with the New Hampshire Department of Health and Human Services (DHHS), the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of Accounting Standards Update (ASU) No. 2014-09 and related guidance.

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of DHHS notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client and DHHS. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Estimated Third-Party Liabilities

The Organization's estimated third-party liabilities consists of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, Provider Relief Fund (PRF) administered by the U.S. Department of Health and Human Services (HHS), and certain pass-through funds. Estimated third-party liabilities amounted to $1,757,667; $1,206,028; and $1,031,569 as of June 30, 2022, 2021 and 2020, respectively.

Functional Allocation of Expenses

The Organization's expenses are presented on a functional basis (i.e., program activities and support services). The Organization classifies expenses based on the organizational cost centers in which expenses are incurred. The expenses allocated between support functions and program services based on personnel time includes salaries and related benefits and taxes. The expenses allocated between support functions and program services based on space utilized for the related services includes depreciation, insurance and other occupancy costs.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and lines of credit as disclosed in Note 5.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the consolidated statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal year 2022 and 2021.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	2022	2021
Cash and cash equivalents, excluding net assets with donor restrictions	**$ 9,637,164**	$ 6,817,430
Accounts receivable, net	**2,135,448**	2,797,374
Grants receivable	**591,137**	299,756
Financial assets available to meet general expenditures within one year	**$12,363,749**	$ 9,914,560

3. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2022 and 2021, the Organization held cash totaling $89,656 and $89,629, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2022 and 2021, the Organization held cash totaling $22,963, which was restricted for this program. A corresponding amount has been recorded as a liability.

4. Property and Equipment

Property and equipment consisted of the following:

	2022	2021
Land and buildings	$ 2,218,893	$ 2,218,893
Building improvements	2,597,708	2,492,167
Vehicles	985,997	912,500
Equipment and furniture	2,947,629	2,947,629
	8,750,227	8,571,189
Less accumulated depreciation	6,238,022	6,079,025
	$ 2,512,205	$ 2,492,164

5. Lines of Credit

The Organization has a revolving line of credit agreement with a bank amounting to $1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 1% over the bank's stated index, which was 5.00% at June 30, 2022. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2022 and 2021, there was no outstanding balance on the revolving line of credit.

The Organization has an equipment line of credit agreement with a bank amounting to $250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increased to 1.75% over the FHLB index, which was 5.75% at June 30, 2022. The line of credit has a maturity date of February 28, 2027. At June 30, 2022 and 2021, there was no outstanding balance on the equipment line of credit.

6. Notes Payable

Notes payable consisted of the following:

	2022	2021
Note payable to a bank, payable in monthly installments of $4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	$ 2,248	$ 49,863
Note payable to NHHEFA, payable in monthly installments of $3,419, including interest at 1.00%. The note payable was paid off in full in July 2021.	-	3,480
Mortgage note payable to a bank, payable in monthly installments of $1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	65,265	81,167
Note payable to a bank, payable in monthly principal and interest payments totaling $2,413 through February 2023; the note bears interest at 4.50%; collateralized by all assets.	6,668	35,292
Note payable to a bank, payable in monthly installments totaling $1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	87,146	106,282
Note payable to a bank, payable in monthly installments totaling $3,162, including interest at 4.85%, through April 2029; collateralized by certain real estate.	220,410	246,907
Note payable to a bank, payable in monthly installments totaling $789, including interest at 7.69%, through March 2025; collateralized by a certain vehicle.	23,373	30,738
Note payable to a bank, payable in monthly installments totaling $989, including interest at 6.89%, through November 2027; collateralized by a certain vehicle.	53,929	-
	$ 459,039	$ 553,729

The scheduled maturities of long-term debt are as follows:

2023	$ 87,910
2024	83,039
2025	85,079
2026	76,793
2027	59,602
Thereafter	66,616
	$ 459,039

Cash paid for interest approximates interest expense.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from July 2023 through March 2033. Total rent expense charged to operations was $436,853 in 2022 and $449,882 in 2021.

Future minimum operating lease payments are as follows:

2023	$ 480,901
2024	434,358
2025	308,117
2026	293,105
2027	296,217
Thereafter	1,625,731
	$ 3,438,429

Litigation

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

8. Concentrations

Approximately 74% and 80% of public support and revenue of the Organization was derived from Medicaid for the years ended June 30, 2022 and 2021, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	2022	2021
Developmental Services	$ 1,404,357	$ 2,486,349
Behavioral Health Services	106,926	69,254
	$ 1,511,283	$ 2,555,603

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2022. Management expects the contract to be renewed in 2023 under similar terms.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2026.

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2022 and 2021, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2022 were $412,193 and during the year ended June 30, 2021 were $429,191. The total expense for the year ended June 30, 2022 for the Developmental Services division was $243,650, and for the Behavioral Health Services division was $168,543. The total expense for the year ended June 30, 2021 for the Developmental Services division was $255,221, and for the Behavioral Health Services division was $173,970.

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 3, 2022, which is the date that the consolidated financial statements were available to be issued.

11. Uncertainty and Relief Funding

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 and Coronavirus Response and Relief Supplemental Appropriations Act of 2021 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. The U.S government has enacted three statutes into law to address the economic impact of the COVID-19 outbreak: the first on March 27, 2020, called the CARES Act; the second on December 27, 2020, called the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA); and the third on March 11, 2021 called the American Rescue Plan Act (ARPA). The CARES Act, CRRSAA and ARPA, among other things, 1) authorize emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provide additional funding for grants and technical assistance; 3) delay due dates for employer payroll taxes and estimated tax payments for organizations; and 4) revise provisions of the Code, including those related to losses, charitable deductions, and business interest. Management has evaluated the impact of these statutes on the Organization, including their potential benefits and limitations that may result from additional funding. Management has evaluated the impact of the CARES Act, CRRSAA and ARPA on the Organization, including its potential benefits and limitations that may result from additional funding.

During 2020, the Organization obtained $3,375,000 under the CARES Act PPP funding. The PPP funding has specific criteria for eligibility and provides for forgiveness of the funds under the program if the Organization meets certain requirements. Any portion of the funds that are not forgiven are to be repaid within 5 years at a 1% interest rate. During 2022, the Organization received notification of full forgiveness from the Small Business Administration (SBA) and is included in public support in the consolidated statement of activities. The loan forgiveness is subject to audit from the SBA for six years from the date of forgiveness.

The CARES Act also established the Provider Relief Funds (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by HHS. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are recognized as income when qualifying expenditures have been incurred, or lost revenues have been identified. During the years ended June 30, 2022 and 2021, the Organization received Phase 4 of PRF in the amount of $54,950 and Phase 2 of PRF in the amount of $635,707, respectively.

During the year ended June 30, 2021, management believed the Organization had met the conditions necessary to recognize a portion of Phase 2 PRF included in grant income in the consolidated statement of activities in the amount of $271,086. The remaining PRF of $364,621 were included in estimated third-party liability in the consolidated statement of financial position at June 30, 2021. During the year ended June 30, 2022, management believed the Organization had met the conditions necessary to recognize the remaining amount of Phase 2 PRF and the conditions of Phase 4 PRF. As a result, $419,571 of PRF is included in grant income in the consolidated statement of activities. Management believes the position taken is a reasonable interpretation of the rules currently available. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized may change by a material amount. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

During 2021, the Organization also received and recognized emergency grant funding under the CARES Act passed through the State of New Hampshire in the amount of approximately $825,200 to help offset incremental costs related to the pandemic. This funding is commonly referred to as long-term care stabilization funds which are included in other revenue in the consolidated statement of activities for the year ended June 30, 2021.

During 2022, the Organization was awarded emergency grant funding under the ARPA and the funds were passed through the State of New Hampshire in the amount of $2,025,855 for the purpose of recruitment, retention, or training of direct support workers. As of June 30, 2022, management believed the Organization had met the conditions necessary to recognize a portion of the ARPA funds in the amount of $1,526,018 which is included in grant income in the consolidated statement of activities. The remaining $499,837 of ARPA funds are included in estimated third-party liability in the consolidated statement of financial position at June 30, 2022. The Organization has until fiscal year 2024 to spend the remaining ARPA funds.

SUPPLEMENTARY INFORMATION

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2022 and 2021

	2022						2021					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
ASSETS												
Cash and cash equivalents	$ 6,885,073	$ 2,521,665	$ 1,420	$ 301,520	$ -	$ 9,709,678	$ 5,011,376	$ 1,646,324	$ 1,342	$ 238,400	$ -	$ 6,897,442
Restricted cash	112,619	-	-	-	-	112,619	112,592	-	-	-	-	112,592
Accounts receivable, net	1,628,241	2,849,312	61	-	(2,342,166)	2,135,448	2,576,048	1,637,484	63	-	(1,416,221)	2,797,374
Grants receivable	45,834	545,303	-	-	-	591,137	51,958	247,798	-	-	-	299,756
Prepaid expenses	161,433	125,217	-	-	-	286,650	250,113	210,318	-	-	-	460,431
Interest in net assets of subsidiaries	299,692	-	-	-	(299,692)	-	236,500	-	-	-	(236,500)	-
Property and equipment, net	2,149,363	362,842	-	-	-	2,512,205	2,164,294	327,870	-	-	-	2,492,164
Total assets	$ 11,282,255	$ 6,404,239	$ 1,481	$ 301,520	$ (2,641,858)	$ 15,347,637	$ 10,402,881	$ 4,069,794	$ 1,405	$ 238,400	$ (1,652,721)	$ 13,059,759
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	$ 4,342,617	$ 102,184	$ 3,308	$ -	$ (2,342,166)	$ 2,105,943	$ 3,248,417	$ 220,322	$ 3,305	$ -	$ (1,416,221)	$ 2,055,823
PPP funding	-	-	-	-	-	-	3,375,000	-	-	-	-	3,375,000
Estimated third-party liabilities	944,032	813,635	-	-	-	1,757,667	973,551	232,477	-	-	-	1,206,028
Operating lease payable	29,869	90,765	-	-	-	120,634	24,486	74,408	-	-	-	98,894
Loan fund	89,656	-	-	-	-	89,656	89,629	-	-	-	-	89,629
Notes payable	459,039	-	-	-	-	459,039	550,249	3,480	-	-	-	553,729
Total liabilities	5,865,213	1,006,584	3,308	-	(2,342,166)	4,532,939	8,261,332	530,687	3,305	-	(1,416,221)	7,379,103
Net assets (deficit)												
Without donor restrictions	5,417,042	5,397,655	(1,827)	229,106	(299,692)	10,742,284	2,141,549	3,539,107	(1,900)	158,388	(236,500)	5,600,644
With donor restrictions	-	-	-	72,414	-	72,414	-	-	-	80,012	-	80,012
Total net assets (deficit)	5,417,042	5,397,655	(1,827)	301,520	(299,692)	10,814,698	2,141,549	3,539,107	(1,900)	238,400	(236,500)	5,680,656
Total liabilities and net assets (deficit)	$ 11,282,255	$ 6,404,239	$ 1,481	$ 301,520	$ (2,641,858)	$ 15,347,637	$ 10,402,881	$ 4,069,794	$ 1,405	$ 238,400	$ (1,652,721)	$ 13,059,759

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2022 and 2021

	2022						2021					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in net assets (deficit) without donor restrictions												
Public support and revenue												
Medicaid revenue	$ 30,094,814	$ 8,131,180	$ -	$ -	$ -	$ 38,225,994	$ 26,121,805	$ 8,399,720	$ -	$ -	$ -	$ 34,521,525
Medicare revenue	-	318,134	-	-	-	318,134	-	304,321	-	-	-	304,321
Client resources	1,461,359	703,916	-	-	-	2,165,275	1,504,575	576,628	-	-	-	2,081,203
Contract revenue	2,222,052	1,462,883	-	-	-	3,684,935	2,006,387	1,008,568	-	-	-	3,014,955
Grant income	1,830,416	1,685,666	-	-	-	3,516,082	711,348	1,658,590	-	-	-	2,369,938
Interest income	12,241	5,194	-	-	-	17,435	15,435	5,874	-	-	-	21,309
Other program income	-	-	-	-	-	-	44,650	-	-	-	-	44,650
Public support	1,716,248	1,690,756	-	100,643	-	3,507,647	39,799	7,768	-	77,741	-	125,308
Other revenue	93,638	82,940	9,077	-	(72,196)	113,459	831,891	100,563	9,067	-	(20,323)	921,198
Total public support and revenue	37,430,768	14,080,669	9,077	100,643	(72,196)	51,548,961	31,275,890	12,062,032	9,067	77,741	(20,323)	43,404,407
Net assets released from restrictions	-	-	-	30,932	-	30,932	-	-	-	59,689	-	59,689
Total public support, revenues and releases	37,430,768	14,080,669	9,077	131,575	(72,196)	51,579,893	31,275,890	12,062,032	9,067	137,430	(20,323)	43,464,096
Expenses												
Program services												
Case management	1,197,952	-	-	-	-	1,197,952	1,107,522	-	-	-	-	1,107,522
Day programs and community support	3,498,685	1,292,284	-	-	-	4,790,969	3,757,624	1,012,889	-	-	-	4,770,513
Early support services and youth and family	1,749,931	3,036,083	-	-	-	4,786,014	1,847,423	2,708,238	-	-	-	4,555,661
Family support	639,592	-	-	-	-	639,592	646,820	-	-	-	-	646,820
Residential services	17,572,714	-	-	-	-	17,572,714	14,833,402	-	-	-	-	14,833,402
Consolidated services	5,270,513	-	-	-	-	5,270,513	4,621,721	-	-	-	-	4,621,721
Adult services	205,788	2,859,742	-	-	-	3,065,530	187,582	2,413,526	-	-	-	2,601,108
Emergency services	-	856,877	-	-	-	856,877	-	679,164	-	-	-	679,164
Other	1,704,623	2,440,771	9,004	60,857	(9,004)	4,206,251	1,831,867	2,343,093	9,004	104,438	(9,004)	4,279,398
Total program expenses	31,839,798	10,485,757	9,004	60,857	(9,004)	42,386,412	28,833,961	9,156,910	9,004	104,438	(9,004)	38,095,309
Supporting services												
General management	2,315,477	1,738,364	-	-	-	4,051,841	2,124,351	1,662,462	-	-	-	3,786,813
Total expenses	34,155,275	12,222,121	9,004	60,857	(9,004)	46,438,253	30,958,312	10,819,372	9,004	104,438	(9,004)	41,882,122
Change in net assets (deficit) without donor restrictions	3,275,493	1,858,548	73	70,718	(63,192)	5,141,640	317,578	1,242,660	63	32,992	(11,319)	1,581,974
Changes in net assets with donor restrictions												
Grants and contributions	-	-	-	23,334	-	23,334	-	-	-	37,953	-	37,953
Net assets released from restrictions	-	-	-	(30,932)	-	(30,932)	-	-	-	(59,689)	-	(59,689)
Change in net assets with donor restrictions	-	-	-	(7,598)	-	(7,598)	-	-	-	(21,736)	-	(21,736)
Change in net assets (deficit)	3,275,493	1,858,548	73	63,120	(63,192)	5,134,042	317,578	1,242,660	63	11,256	(11,319)	1,560,238
Net assets (deficit), beginning of year	2,141,549	3,539,107	(1,900)	238,400	(236,500)	5,680,656	1,823,971	2,296,447	(1,963)	227,144	(225,181)	4,120,418
Net assets (deficit), end of year	$ 5,417,042	$ 5,397,655	$ (1,827)	$ 301,520	$ (299,692)	$ 10,814,698	$ 2,141,549	$ 3,539,107	$ (1,900)	$ 238,400	$ (236,500)	$ 5,680,656

Community Partners
BOARD OF DIRECTORS Effective November 2023-2024

PRESIDENT
Wayne Goss (C) **(Joined 01/28/14)**

TREASURER
Anthony Demers **(Joined 1/20/15)**

VICE PRESIDENT
Bryant Hardwick **(Joined 02/22/11)**

SECRETARY
Gary Gletow **(Joined 10/23/18)**

Ken Muske **(Joined 03/05/02)**	Ann Landry **(Joined 08/23/05)**	Kathleen Boisclair **(Joined 09/25/12)**
Kristine Baber **(Joined 4/26/13)**	Judge Daniel Cappiello **(Joined 03/22/14)**	Tracy Hayes **(Joined 12/15/15)**
Sharon Reynolds (C) **(Joined 8/23/16)**	Phillip Vancelette (C) **(Joined 5/31/17)**	Mark Santoski (C) **(Joined 9/24/19)**
Margaret Wallace(C) **(Joined 9/24/19)**	Danielle Pomeroy **(Joined 12/14/21)**	

(C) Consumers

Christopher D. Kozak

SENIOR MANAGEMENT

Profile

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

Professional Experience

Community Partners — Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Operating Officer (4/12 – present)
Director of Quality Improvement (10/10 – 4/12)

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

Accomplishments

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing mangers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

Dynamic Solutions NE, LLC — Portsmouth, NH September 2008 – Present

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc. — Bedford, MA August 2006 – July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>$9 million).
- Member of the Senior Management Team that successfully secured $7.5 million of B-round

financing.

Landmark Solutions, LLC (A.K.A. BHN) Concord, NH September 1998 – September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 – 8/06)
Director of Behavioral Health Services (8/98 – 7/03)

Complete responsibility for the managed care product including $3.5 million operating budget, $18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

Accomplishments

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
- Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
- Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
- Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
- Brought credentialing process in-house resulting in a 66% reduction in operating costs.
- Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
- Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions'.

CNR Health, Inc. Milwaukee, WI August 1991 – September 1998

A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.

Director of Case Management

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

Accomplishments

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
- Directly responsible for a $2.5 million dollar operating budget.

Education

North Dakota State University, Fargo, ND
Bachelor of Science in Psychology, 5/87
Minor: Statistics

Marquette University, Milwaukee, WI
Master of Science in Clinical Psychology, 8/89
Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

Suzanne Bagdasarian

[redacted]

Business Experience

2001 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2019 – Present

Responsible for directing the overall financial and administrative management of this $35 million agency, including Facilities, and IT.

Controller 2001 – 2018

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- Accomplished "clean" annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with oversite for cash management, accounts payable, billing & collections, payroll and accounts receivable functions.
- Developed the agency budget including reporting functionality for monitoring performance.
- Project Manager for conversion of electronic health record.

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

- Responsible for all internal and external financial functions including general accounting, financial analysis, system operations, and reporting for Hospitals and Physicians.
- Reorganized and redesigned department staff functions, improved quality of provider financial reporting and reduced monthly financial close and reporting time by 30%.
- Responsible for the quality and integrity of medical expense data representing 85% of the company's expenses.

Budget Manager – 1999- 2000

- Developed and prepared $1.7 billion medical care and $65 million Network Management administrative budget in collaboration with department Directors and Vice Presidents.
- Prepared scenario analysis, year-end, and multi-year financial projections and established cost allocations for administrative budget.

Supervisor NNE- Financial & Utilization Analysis Department – 1997-1999

- Established and supervised a new department responsible for financial and utilization analysis for Hospitals and Physicians located in Maine and New Hampshire.
- Created financial models and scenario analysis supporting contract negotiations with Hospitals and Physicians.

Financial & Utilization Analyst- 1994 – 1997

- Monitored medical expenses and utilization patterns identifying cost saving opportunities.
- Produced, analyzed, and presented financial and utilization data to Senior Management and external Hospitals and Physicians.

1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA

Staff Accountant

- Responsible for daily and monthly account receivable posting and reconciliation.
- Performed internal audits of field offices and external bank audits.

Education

M.B.A., Economics, 1999, Bentley College, Waltham MA
B.S., Accounting & Business Management, 1991, Rivier College, Nashua, NH

Kristina M. Elliott

OBJECTIVE

To obtain the Director of Family Support Coordinator position at Community Partners. Obtaining this position will allow me to provide support to families by assisting families in accessing agency and community based resources, continuing to build relationships, collaborating with and educating outside agencies and partners on the services Family Support/Community Partners delivers as well as providing oversight to the Family Support team.

EDUCATION

University of New Hampshire, Durham, NH
Master of Social Work May 2018
- Advanced Standing

University of New Hampshire, Durham, NH May 2013
Bachelor of Science in Social Work and Minor in Disability Studies
- GPA: 3.7
- Student representative for Social Work Field Advisory Council
- Member of Phi Alpha Honors Society and Relay for Life

Great Bay Community College, Portsmouth, NH August 2010
Candidate for Associates Degree in Liberal Arts

LICENSURE

State of NH Board of Mental Health Practice
Licensed Independent Clinical Social Worker

PROFESSION EXPERIENCE

Payson Center for Cancer Care, Concord, NH May 2018 - Present
Oncology Social Worker
- Provide supportive resources (within Concord Hospital Network and community) to meet the psychosocial needs of the patients and caregivers
- Collaborate with interdisciplinary oncology team members
- Assist patients in applying for financial grants and coordinate transportation to and from treatment
- Staff/participate in community events benefiting the Payson Center: Market Days, Rock 'N Race, Cancer Survivors Day

Payson Center for Cancer Care, Concord, NH June 2017 -May 2018
Graduate Student Intern
- Provided supportive resources to meet the psychosocial needs of patients and caregivers
- Collaborated with interdisciplinary oncology team members
- Assisted patients in applying for financial grants
- Coordinated transportation for patients to and from treatment

Community Partners, Dover, NH October 2015 -April 2019
In Home Supports Manager
- Oversaw the In Home Support program for 30 families including-state funding usage, families compliance with HeM-524 regulations and corresponding with Bureau of Developmental Services
- Developed individualized plans with families for their children ages 3-21 who have a developmental disability around gaining independence with activities of daily living, social skills, and engaging in community activities
- Supported families at school meetings, provided community resources as needed
- Mentored In-Home Support and Respite Coordinators around yearly audits, plan renewals and budgets

Respite Coordinator June 2013 -October 2015
- Facilitated meetings with families yearly to update respite plans, and provided quarterly budget updates

- Supported families during school meetings and provided community resources as needed

Family Support Intern September 2012 - May 2013

- Supported families whose child has a developmental disability ages 3-21 through family support or community resources
- Mentored 14 year old girl with Autism once a week in the community to develop greater social skills
- Completed paperwork associated with intakes, and documentation regarding consumers

VOLUNTEER EXPERIENCE

Community Partners, Dover, NH October 2012 - May 2013

Young Autism Group

- Provided a safe environment and activity for children with autism while parents participated in a parent-to-parent support group

Paint/or Fun February - May 2012

- Assisted in facilitating creative art classes with owner for students with disabilities, through demonstration
- Worked one-on-one with adults to complete art project through helping with painting, drawing, obtaining materials

Alternative Spring Break, San Luis, Dominican Republic March 2012

Service Trip Participant

- *Constructed a community center with local community members for an underprivileged community alongside a group of 10 peers*

Krempels Center, Portsmouth, NH February – May 2011

Service Learner

- Worked with adults ages 18+ with an acquired brain injury in support groups
- Encouraged residents to vocalize, write down, and interact with other members of a support group to practice communication skills.

PROFESSIONAL MEMBERSHIP

National Association of Social Workers

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County

Name of Program/Service: Health Coordinator

BUDGET PERIOD:	SFY 24/25		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Christopher Kozak- Executive Director	$180,000	0.00%	$0.00
Suzanne Bagdasarian- CFO	$140,595	0.00%	$0.00
Kristina Elliott - Director of Family Support	$59,809	5.00%	$2,990.45
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$2,990.45

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.