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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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October 10, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Waypoint (VC#177166), Manchester, NH to add scope and funding to the housing services continuum of care project by increasing the price limitation by \$1,789,355 from \$804,904 to \$2,594,259 with no change to the contract completion date of May 31, 2027, effective retroactive to July 1, 2024, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on May 31, 2023, item #17.

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500589	Grants for Pub Asst and Relief	Multiple	\$16,769	\$0	\$16,769
2024	074-500589	Grants for Pub Asst and Relief	multiple	\$201,226	\$0	\$201,226
2025	074-500589	Grants for Pub Asst and Relief	42307050	\$201,226	\$457,113	\$658,339

2026	074-500589	Grants for Pub Asst and Relief	42307050	\$201,226	\$602,214	\$803,440
2027	074-500589	Grants for Pub Asst and Relief	42307050	\$184,457	\$552,028	\$736,485
			Subtotal	\$804,904	\$1,611,355	\$2,416,259

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	074-500589	Grants for Pub Asst and Relief	42306010	\$0	\$89,000	\$89,000
2026	074-500589	Grants for Pub Asst and Relief	42306010	\$0	\$89,000	\$89,000
			Subtotal	\$0	\$178,000	\$178,000
			Total	\$804,904	\$1,789,355	\$2,594,259

EXPLANATION

This request is **Retroactive** to align with the project start date of the Emergency Solutions Grant awarded by the US Department of Housing and Urban Development (HUD). The Department was not able to present this request to Governor and Council by July 1, 2024 due to the timing of the HUD award notification, which was received on September 3, 2024. This request is **Sole Source** because the Department is amending the scope of services and adding funding. Federal regulations require all procurement efforts for these services to be directed by HUD through an annual Continuum of Care (CoC) competitive application process. The Department must contract with the vendor selected as a result of this HUD process.

The purpose of this request is to allow the Department to increase funding and add scope for the following projects as awarded by HUD:

- Emergency Solutions Grant
- Coordinated Entry
- Host Homes for Youth Homelessness Demonstration Program
- Rapid Re-Housing–Youth
- Youth Homelessness Demonstration Program–Youth Navigator

Approximately 25 households will receive housing services, supportive services and case management, approximately 200 individuals will be served through Coordinated Entry at any

given time annually, and approximately 200 youth and young adults will be served through the Youth Homelessness Demonstration Program–Youth Navigator program at any given time annually.

The Contractor, utilizing the federally required Housing First model, will continue to provide Rapid Re-Housing services that offer rental assistance, personalized supportive services and collaborative case management to individuals, youth and, or families who are experiencing homelessness to support participants' abilities to transition to sustained permanent housing. Additionally, the Contractor will provide participants with quick access to the most appropriate services and housing resources available through Coordinated Entry and provide targeted housing services, supportive services and case management to young adults between the ages of 18-24. Overall, the Contractor works to maximize each participant's ability to live more independently by providing connections to community and mainstream services.

The Department will continue to monitor services by reviewing annual reports provided by the Contractor and conducting annual reviews related to compliance with administrative rules and contractual agreements.

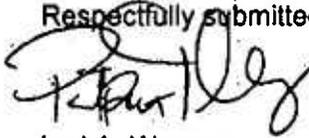
Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals, youth and families experiencing homelessness in unsafe situations without needed support. Additionally, the Department will be out of compliance with federal regulations, which could result in a loss of federal funding for these and other types of permanent housing and supportive service programs.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number (ALN) #14.267, FAIN #'s NH0163L1T002300, NH0141Y1T002301, NH0115L1T002305, NH0142Y1T002301, and NH0143Y1T002301; and ALN #14.231, FAIN # E-24-DC-33-0001

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

Respectfully submitted,



Lori A. Weaver
Commissioner

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

This Amendment to the Continuum of Care Waypoint contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Waypoint ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 31, 2023 (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,594,259
2. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B, Scope of Services, Amendment #1, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit C, Payment Terms; Section 1., to read:
 1. This Agreement is funding by:
 - 1.1. 100% Federal funds
 - 1.1.1. 93% Federal funds, Title XIV Housing programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), by the US Dept of Housing and Urban Development, Continuum of Care Program, Assistance Listing Number (ALN) 14.267, as awarded on:
 - 1.1.1.1. March 28, 2023, FAIN NH0115L1T002204, and
 - 1.1.1.2. May 20, 2024, FAIN #'s NH0163L1T002300, NH0141Y1T002301, NH0115L1T002305, NH0142Y1T002301, and NH0143Y1T002301.
 - 1.1.2. 7% Federal funds, Emergency Solutions Grants Program, as awarded on September 3, 2024, by the US Dept. of Housing and Urban Development, ALN 14.231, FAIN E-24-DC-33-0001.
4. Modify Exhibit C-2 through Exhibit C-4, Budget Sheets, by replacing them in their entirety with Exhibit C-2 through Exhibit C-4, Budget Sheets, Amendment #1, which are attached hereto and incorporated by reference herein.
5. Add Exhibit C-5 through Exhibit C-17, Budget Sheets, Amendment #1, which are attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

10/10/2024

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Waypoint

10/10/2024

Date

Signed by:

Borja Alvarez de Toledo

Name: Borja Alvarez de Toledo

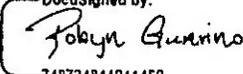
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

10/11/2024

Date

DocuSigned by:

748724841044460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Continuum of Care Waypoint

EXHIBIT B, Amendment #1

Scope of Services

1. Statement of Work

1.1. Continuum of Care

1.1.1. Coordinated Entry (CE) Effective October 1, 2024

1.1.1.1. The Contractor must ensure the implementation of a Coordinated Entry system; in accordance with the Continuum of Care (CoC) Program interim rule, 24 CFR Part 578 and as amended, in this agreement, targeted to serve 200 individuals, at any given time annually.

1.1.1.2. The Contractor must ensure the project:

1.1.1.2.1. Provides participants with quick access to the most appropriate services and housing resources available;

1.1.1.2.2. Incorporates cultural and linguistic competencies in all engagement, assessment, and referral coordination activities; and

1.1.1.2.3. Operates a person-centered approach and with person-centered outcomes.

1.1.1.3. The Contractor must act as the Regional Access Point for the designated area (Merrimack, Strafford and East Rockingham Counties) for the CE System.

1.1.1.3.1. The Contractor must ensure all Regional Access Points conduct an initial screening of risk or potential harm perpetrated on participants as a result of domestic violence, sexual assault, stalking, or dating violence. In the event a defined risk is deemed to be present, the Contractor must ensure participants are referred or linked to available specialized services and housing assistance, using a trauma-informed approach designed to address the particular service needs of survivors of abuse, neglect, and violence.

1.1.1.4. The Contractor must ensure that there are staff responsible for supporting or managing the day-to-day functions of the CE System, which may include any combination of the following: maintaining a prioritization list; assisting with matching participants to available housing resources; communicating referrals; facilitating case conferencing meetings; assisting with grievance and appeal processes; monitoring CE activity; and preparing CE monitoring and evaluation reports.

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- 1.1.1.5. The Contractor must review and sign the New Hampshire Coordinated Entry Partnership Agreement, which outlines the standards and expectations for participation in and compliance with policies and procedures which govern the CE System operations.
- 1.1.1.6. The Contractor must affirmatively market their housing and supportive services to eligible individuals regardless of race, color, national origin, religion, sex, age, familial status, or disability who are least likely to apply in the absence of special outreach, and maintain records of those marketing activities.
- 1.1.1.7. The Contractor must post, or otherwise make publicly available, a notice, provided by the CoC described in Section 1.1.1.1., that describes the CE System. The Contractor must ensure that the notice is posted in the agency waiting areas, as well as any areas where participants may congregate or receive services (e.g., dining hall). The Contractor must ensure that all staff at each agency know which personnel within their agency can discuss and explain the CE System to participants seeking more information.
- 1.1.1.8. The Contractor must ensure all services provided are physically accessible to persons with mobility barriers. The Contractor must ensure that all CE system communications and documentation are accessible to persons with limited ability to read and understand English.
- 1.1.1.9. The Contractor must ensure that all persons who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking have immediate and confidential access to available crisis services within the defined CE System geographic area as described in Section 1.1.1.3.
- 1.1.1.10. The Contractor must ensure that all persons served by the CE System are assessed using the approved CoC Coordinated Entry Assessment tool. The Contractor must use this tool to ensure that all persons served are assessed in a consistent manner, using the same process. The Contractor must:
 - 1.1.1.10.1. Ensure that participant assessment information is updated at least once a year if the participant is served by the CE System for more than 12 months. Staff may update participant records with new information as new or updated information becomes known by staff; and
 - 1.1.1.10.2. Conduct assessments in accordance with the policies and procedures of the CE System. The assessment process will progressively collect only enough participant information to prioritize and refer

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participants to available CoC housing and support services.

1.1.1.11. The Contractor must collect accurate and meaningful data on persons served by the CE System, review evaluation results, and offer insights about potential improvements to CE System processes and operations per HMIS Data Standards - HUD Exchange.

1.1.2. Host Homes for Youth Homelessness Demonstration Program (YHDP) This Statement of Work in Section 1.1.2. is effective October 1, 2024 and supersedes the parties' prior agreement, Host Homes for Youth Homelessness Demonstration Program (SS-2023-DEHS-08-HOSTH-01) which was approved by Governor and Council on February 8, 2023 and is terminated effective September 30, 2024.

1.1.2.1. The Contractor must provide a Host Homes (HH) program, which provides housing services to young adults between the ages of 18-24, at the time of entry, as defined by the United States Department of Housing and Urban Development (HUD) in 24 CFR 578.3, who are:

1.1.2.1.1. Experiencing homelessness; or

1.1.2.1.2. At imminent risk of homelessness, as defined by HUD; and who are:

1.1.2.1.2.1. Literally homeless;

1.1.2.1.2.2. At imminent risk of homelessness; or

1.1.2.1.2.3. Fleeing or attempting to flee domestic violence, as defined by HUD and the applicable Notice of Funding Opportunity (NOFO).

1.1.2.2. The Contractor must ensure services are available in Merrimack County and Strafford County, and can be provided outside of these regions, within New Hampshire, in response to a participant's request. The Contractor must ensure:

1.1.2.2.1. Up to five (5) program participants reside in an individual host home at a time; and

1.1.2.2.2. Up to ten (10) program participants receive supportive services, with the goal of moving from host homes to permanent housing. Supportive services must include (where appropriate based on participant's choice/goals):

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- 1.1.2.2.2.1. Associated administrative services of the Host Homes project, as defined by HUD, including, but not limited to:
 - 1.1.2.2.2.1.1. Overall program management.
 - 1.1.2.2.2.1.2. Budgeting.
 - 1.1.2.2.2.1.3. Coordination.
 - 1.1.2.2.2.1.4. Monitoring.
 - 1.1.2.2.2.1.5. Reporting.
 - 1.1.2.2.2.1.6. Evaluation;
 - 1.1.2.2.2.2. Payments for families that provide housing under host homes and kinship care (up to \$500 per month);
 - 1.1.2.2.2.3. Payment of rental arrears (up to 6 months);
 - 1.1.2.2.2.4. Payment for damage to units (not to exceed 2 months' rent);
 - 1.1.2.2.2.5. Costs to provide household cleaning supplies;
 - 1.1.2.2.2.6. Security deposit assistance;
 - 1.1.2.2.2.7. Utility assistance arrears (up to 6 months and up to 3 months of utility payments);
 - 1.1.2.2.2.8. Housing start-up expenses (not to exceed \$300 per participant);
 - 1.1.2.2.2.9. Paying mileage for participant personal vehicle for trips to eligible services;
 - 1.1.2.2.2.10. Purchasing cell phone and service (cost must be reasonable);
 - 1.1.2.2.2.11. Payment of legal fees;
 - 1.1.2.2.2.12. Covering cost of internet (costs must be reasonable); and
 - 1.1.2.2.2.13. Payment of insurance, registration and past driving fines.
- 1.1.2.3. The Contractor may use project administration funds to:

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- 1.1.2.3.1. Employ youth with lived experience for project implementation, execution, and improvement;
- 1.1.2.3.2. Attend non-HUD sponsored or approved conferences (must be relevant to youth homelessness);
- 1.1.2.3.3. Employ youth receiving recipient services (document nature of work and no conflicts of interest); and
- 1.1.2.3.4. Provide moving expense more than one time to a program participant.
- 1.1.2.4. The Contractor must participate in the regional and CoC Coordinated Entry System.
- 1.1.2.5. The Contractor must provide case management to help participants obtain short-term housing with the goal of moving youth rapidly into stable housing, including, but not limited to:
 - 1.1.2.5.1. Development of a stabilization plan and crisis management plan with the participant at intake and, at a minimum, monthly.
 - 1.1.2.5.2. Family engagement and unification.
 - 1.1.2.5.3. Emergency triage services.
 - 1.1.2.5.4. Other appropriate supportive services as determined by participants needs.
- 1.1.2.6. The Contractor must assess project outcomes, to include youth moving into and retaining permanent housing, as well as youth connections with community and mainstream services, to increase independence and household income to sustain permanent housing.
- 1.1.2.7. The Contractor must ensure collaboration, where available, with the Balance of State CoC's Youth Success Project (YSP), a board of young people who have experienced unaccompanied homelessness while under the age of twenty-five (25), and ensure that all YSP members participating in any contract process are paid for their services in a manner dictated by the YSP pay structure and governance.
- 1.1.2.8. The Contractor must ensure assistance with referrals for substance misuse, mental health, medical needs, peer support, or any other need for referral assistance identified by the participant.
- 1.1.3. Rapid Re-Housing (RRH)

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- 1.1.3.1. The Contractor must provide a Rapid Re-Housing (RRH) program, in this Agreement, that is targeted to serve 10 households at any given time annually, who are experiencing homelessness, as defined by HUD, that delivers supportive services, including case management, and either short-term (1 to 3 months), or medium-term (4 to 24 months) rental assistance, based on participant's needs.
- 1.1.3.2. The Contractor must provide supportive services for no longer than six (6) months after rental assistance stops.
- 1.1.3.3. The Contractor must re-evaluate, at least annually, whether the program participants lack sufficient resources and support networks necessary to retain housing without CoC assistance and the types and amounts of assistance the program participants need to retain housing.
- 1.1.3.4. The Contractor must ensure that program participants meet with their case manager at least once per month to assist the program participant with obtaining and maintaining long-term housing stability. The project is exempt from this requirement if the Violence Against Women Act of 1994 (42 U.S.C. 13925 *et seq.*) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 *et seq.*) prohibits the recipient carrying out the project from making its housing conditional on the participant's acceptance of services. The Contractor must integrate program participants into the community and promote housing stability.
- 1.1.3.5. The Contractor must assist program participants with developing or increasing their skills and obtaining income, and/or employment.
- 1.1.3.6. The Contractor must provide, or connect, program participants with supportive services.
- 1.1.3.7. The Contractor must support and document appropriate efforts to enhance the participant's ability to reach self-sufficiency.
- 1.1.4. Rapid Re-Housing - Youth (RRHY) This Statement of Work in Section 1.1.4. is effective October 1, 2024 and supersedes the parties' prior agreement, Rapid Rehousing for Youth Homelessness Demonstration Program (SS-2023-DEHS-09-RAPID-01) which was approved by Governor and Council on February 8, 2023 and is terminated effective September 30, 2024.
- 1.1.5. The Contractor must provide a Rapid Re-Housing (RRH) Program, which provides short-term (up to three (3) months) and medium-term (four (4) to thirty-six (36) months) tenant-based rental assistance and supportive services to young adults ages 18-24 at project entry, as defined by the United States Department of Housing and Urban Development (HUD) in 24 CFR 578.3, who are:

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- 1.1.5.1.1. Experiencing homelessness; or
- 1.1.5.1.2. At imminent risk of homelessness, as defined by HUD; and
- 1.1.5.1.3. Fleeing or attempting to flee domestic violence, as defined by HUD, and the applicable Notice of Funding Opportunity (NOFO)
- 1.1.5.2. The Contractor must ensure services are available in Merrimack County and can be provided outside of this region, within New Hampshire, in response to participant's request. The Contractor must ensure:
 - 1.1.5.2.1. Up to five (5) households comprised of approximately ten (10) individuals are served at any given time annually; and
 - 1.1.5.2.2. Services provided include, but are not limited to:
 - 1.1.5.2.2.1. Associated administrative services of the Rapid Rehousing project, as defined by HUD, including, but not limited to:
 - 1.1.5.2.2.1.1. Overall program management.
 - 1.1.5.2.2.1.2. Budgeting.
 - 1.1.5.2.2.1.3. Coordination.
 - 1.1.5.2.2.1.4. Monitoring.
 - 1.1.5.2.2.1.5. Reporting.
 - 1.1.5.2.2.1.6. Evaluation.
 - 1.1.5.2.2.2. Rental assistance for up to three (3) years.
 - 1.1.5.2.2.3. Supportive services on no less than a monthly basis, to help participants obtain and remain in stable housing. Supportive services include, but are not limited to:
 - 1.1.5.2.2.3.1. Case management.
 - 1.1.5.2.2.3.2. Family engagement and unification.
 - 1.1.5.2.2.3.3. Emergency triage services.

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1.1.5.2.2.3.4. Other appropriate supportive services as determined by participants needs.

1.1.5.3. The Contractor must ensure collaboration, where available, with the state's Youth Success Project (YSP), a board of young people who have experienced homelessness while under the age of twenty-five (25), and ensure that all YSP members participating in any contract process are paid for their services in a manner dictated by the YSP pay structure and governance. YSP works to connect young adults to spaces where they can make positive change and provides them with support and tools to have meaningful and authentic involvement.

1.1.5.4. The Contractor must work with participants to assess their current housing and service needs, as well as barriers to attaining housing. Project staff must coordinate with in-house and community resources to connect youth with available services and resources to ensure housing stability, including connections to potential income sources and mainstream resources such as, but not limited to, Temporary Assistance for Needy Families (TANF), job readiness programs, and Social Security benefits.

1.1.6. Youth Homelessness Demonstration Program – Youth Navigator (YHDPYN)
Effective October 1, 2024

1.1.6.1. The Contractor must provide a Youth Navigator program that delivers supportive services to young adults, ages 18-24 ("participants"), at the time of project entry, as defined by the United States Department of Housing and Urban Development (HUD) in 24 CFR 578.3, who are:

1.1.6.1.1. Experiencing homelessness; or

1.1.6.1.2. At imminent risk of homelessness; or

1.1.6.1.3. Fleeing or attempting to flee domestic violence, as defined by HUD and the applicable Notice of Funding Opportunity (NOFO).

1.1.6.2. The Contractor must ensure services are available in Belknap, Carroll, Cheshire, Coos, Grafton, Merrimack, Rockingham, Strafford, Sullivan, and Hillsborough Counties and at the participant's request.

1.1.6.3. The Contractor must ensure that the program:

1.1.6.3.1. Is targeted to serve 100-200 youth and young adults at any given time annually;

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- 1.1.6.3.2. Provides assessment, prevention, diversion, and navigation assistance to participants so they may swiftly exit homelessness to safe and stable housing placements;
- 1.1.6.3.3. Provides participants with quick access to the most appropriate services and housing resources available;
- 1.1.6.3.4. Incorporates cultural and linguistic competencies in all engagement, assessment, and referral coordination activities; and
- 1.1.6.3.5. Operates a person-centered approach with person-centered outcomes.
- 1.1.6.4. The Contractor must provide Youth Navigators who:
 - 1.1.6.4.1. Serve as primary points of contact for system and community partners (e.g., securing financial assistance, obtaining documentation, etc.) to help ensure that participants have access to the necessary supports; and
 - 1.1.6.4.2. Provide continuity regarding case management for participants, ensuring safe and successful exits to permanent housing destinations.
- 1.1.6.5. The Contractor must provide supportive services including, but not limited to:
 - 1.1.6.5.1. Housing Problem-Solving case management, using best practices like the Diversion approach, designed to secure safe housing for young people.
 - 1.1.6.5.2. Continuous case management while participants await prioritization for a housing resource in the community, including, but not limited to:
 - 1.1.6.5.2.1. Start-up costs and short-term rental assistance to swiftly transition to a leaseholder situation.
 - 1.1.6.5.2.2. Family/friend reunification efforts.
 - 1.1.6.5.2.3. Mediation and problem-solving conversations.
 - 1.1.6.5.2.4. Assessment of supportive services needs and appropriate referrals and connections to all resources desired

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by the participant, including, but not limited to:

- 1.1.6.5.2.4.1. Healthcare (physical, mental and behavioral).
- 1.1.6.5.2.4.2. Employment and other means of income maximization (e.g., applying for Supplemental Security Income (SSI)).
- 1.1.6.5.2.4.3. Education opportunities.
- 1.1.6.5.2.4.4. Daily living necessities (e.g., hygiene items, clothing, food, etc.).
- 1.1.6.5.2.4.5. Support with tenancy screening/document readiness, including any/all of the following:
 - 1.1.6.5.2.4.5.1. Obtaining identification documents.
 - 1.1.6.5.2.4.5.2. Addressing tenant screening barriers (credit, criminal, rental histories).
 - 1.1.6.5.2.4.5.3. Anticipating reasonable accommodation needs and preparing accordingly.
- 1.1.6.5.2.5. Ongoing pursuit of all housing options while awaiting prioritization for housing

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resources within the Continuum of Care, including, but not limited to:

1.1.6.5.2.5.1. Applying for housing through local housing authorities.

1.1.6.5.2.5.2. Applying for housing in multifamily properties.

1.1.6.5.2.5.3. Applying for Low Income Housing Tax Credit (LIHTC) opportunities.

1.1.6.6. The Contractor must act as the Regional Access Point for the designated area (Belknap, Carroll, Cheshire, Coos, Grafton, Merrimack, Rockingham, Strafford, Sullivan, and Hillsborough Counties) for the CE System.

1.1.6.6.1. The Contractor must ensure all Regional Access Points conduct an initial screening of risk or potential harm perpetrated on participants as a result of domestic violence, sexual assault, stalking, or dating violence. In the event a defined risk is deemed to be present, the Contractor must ensure participants are referred or linked to available specialized services and housing assistance, using a trauma-informed approach designed to address the particular service needs of survivors of abuse, neglect, and violence.

1.1.6.7. The Contractor must ensure that there are staff responsible for supporting or managing the day-to-day functions of the CE System, which may include any combination of the following: maintaining a prioritization list; assisting with matching participants to available housing resources; communicating referrals; facilitating case conferencing meetings; assisting with grievance and appeal processes; monitoring CE activity; and preparing CE monitoring and evaluation reports.

1.1.6.8. The Contractor must review and sign the New Hampshire Coordinated Entry Partnership Agreement, which outlines the standards and expectations for participation in and compliance with policies and procedures which govern the CE System operations.

1.1.6.9. The Contractor must affirmatively market their housing and supportive services to eligible individuals regardless of race, color, national origin, religion, sex, age, familial status, or disability who

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are least likely to apply in the absence of special outreach, and maintain records of those marketing activities.

- 1.1.6.10. The Contractor must post, or otherwise make publicly available, a notice, provided by the CoC described in Section 1.1.1.1., that describes the CE System. The Contractor must ensure that the notice is posted in the agency waiting areas, as well as any areas where participants may congregate or receive services (e.g., dining hall). The Contractor must ensure that all staff at each agency know which personnel within their agency can discuss and explain the CE System to participants seeking more information.
- 1.1.6.11. The Contractor must ensure all services provided are physically accessible to persons with mobility barriers. The Contractor must ensure that all CE system communications and documentation are accessible to persons with limited ability to read and understand English.
- 1.1.6.12. The Contractor must ensure that all persons who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking have immediate and confidential access to available crisis services within the defined CE System geographic area as described in Section 1.1.5.6.
- 1.1.6.13. The Contractor must ensure that all persons served by the CE System are assessed using the approved CoC Coordinated Entry Assessment tool. The Contractor must use this tool to ensure that all persons served are assessed in a consistent manner, using the same process. The Contractor must:
 - 1.1.6.13.1. Ensure that participant assessment information is updated at least once a year if the participant is served by the CE System for more than 12 months. Staff may update participant records with new information as new or updated information becomes known by staff; and
 - 1.1.6.13.2. Conduct assessments in accordance with the policies and procedures of the CE System. The assessment process will progressively collect only enough participant information to prioritize and refer participants to available CoC housing and support services.
- 1.1.6.14. The Contractor must collect accurate and meaningful data on persons served by the CE System, review evaluation results, and offer insights about potential improvements to CE System processes and operations per HMIS Data Standards - HUD Exchange.

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- 1.1.6.15. The Contractor must ensure that participants are allowed to remain enrolled in the navigation project until they are connected to a permanent housing placement, unless they choose to exit the project prior to that time.
- 1.1.6.16. The Contractor must ensure collaboration, as required by HUD where available, with the state's Youth Success Project (YSP), a board of young people who have experienced homelessness while under the age of 25 and ensure that all YSP members participating in any contract process are paid for their services in a manner dictated by the YSP pay structure and governance.
- 1.1.6.17. The Contractor must work with participants to assess their current housing and service needs, as well as barriers to attaining housing. Project staff must coordinate with in-house and community resources to connect participants with available services and resources to ensure Permanent Housing stability, including connections to potential income sources and mainstream resources such as, but not limited to, Temporary Assistance for Needy Families (TANF), job readiness and employment programs, childcare and Social Security benefits.

1.2. Emergency Solutions Grant (Effective July 1, 2024)

1.2.1. Street Outreach Program

- 1.2.1.1. The Contractor must conduct street outreach activities, in accordance with 24 CFR Part 576.101 in order to meet the needs of literally homeless individuals by connecting them with emergency shelter, housing, and/or critical health services.
- 1.2.1.2. The Contractor must provide essential services to eligible individuals, including, but not limited to:
 - 1.2.1.2.1. Client engagement.
 - 1.2.1.2.2. Providing funding to support costs of activities to locate, identify, and build relationships with unsheltered people experiencing homelessness and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to people experiencing

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homelessness and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.

1.2.1.3. Case Management: The Contractor must provide case management services to assess housing service needs, and arrange, coordinate and monitor the delivery of individualized services to meet the needs of the program participant.

1.2.1.3.1. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under § 576.400(d); conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

1.2.1.4. Transportation: The Contractor must cover the transportation costs of travel by outreach workers, social workers, medical professionals, or other eligible service providers, provided that this travel takes place during the provision of services eligible under this section, including:

1.2.1.4.1. The cost of transporting unsheltered people to emergency shelters or other service facilities. These costs include the following;

1.2.1.4.2. The cost of a program participant's travel via public transportation;

1.2.1.4.3. If service workers use their own vehicles, mileage allowance for service workers to visit program participants; and

1.2.1.4.4. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

1.2.1.5. Coordination of Efforts: To demonstrate area-wide systems coordination and integration of Emergency Solution Grant (ESG) assistance as described in the requirements listed at 24 CFR 576.400, the Contractor must:

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- 1.2.1.5.1. Participate in their region's Coordinated Entry System's intake, screening, and assessment process;
- 1.2.1.5.2. Ensure a direct connection with the local/regional Coordinated Entry Leadership Group within their respective region/locality;
- 1.2.1.5.3. Work together with the Coordinated Entry Leadership Group to determine gaps in existing street outreach teams within the CES region;
- 1.2.1.5.4. Ensure a direct connection with existing Street Outreach Programs to promote coordination and avoid duplication of efforts; and
- 1.2.1.5.5. Attend regional Continuum of Care meetings and coordinate with Local Service Delivery Area groups.

1.3. Provisions Applicable to All Services

- 1.3.1. The Contractor must adhere to all terms and conditions as set forth in the approved HUD Project Application #SF-424.
- 1.3.2. The Contractor must ensure that participants meet at least one, or more, of the qualifications of homelessness, as defined by HUD in 24 CFR 578.3.
- 1.3.3. The Contractor must participate in the regional and CoC CE System.
- 1.3.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.
- 1.3.5. The Contractor must participate in meetings with the Department as requested by the Department.
- 1.3.6. The Contractor must ensure staff participate in training as required by the Department.
- 1.3.7. The Contractor must ensure the program includes, but is not limited to:
 - 1.3.7.1. Utilization of the Housing First model that ensures:
 - 1.3.7.1.1. Intensive case management;
 - 1.3.7.1.2. Barriers to entering housing are not imposed beyond those required by federal regulations or state laws; and
 - 1.3.7.1.3. Participation terminates only for the most severe reasons, after available options to maintain housing are exhausted, as detailed in HUD regulations, 24 CFR 578.91.

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- 1.3.7.2. Development of an ongoing assessment of Housing and Supportive Services that is provided to participants in order to deliver assistance in obtaining necessary skills and resources to live in the community independently.
- 1.3.8. The Contractor must ensure participants connect with supportive services and community resources to meet basic needs including, but not limited to: housing, safety, food, mental health and medical care. The Contractor must ensure:
 - 1.3.8.1. Participants increase safety through planning and trauma-informed resource provision;
 - 1.3.8.2. Facilitation of the transition of individuals, youth, and families experiencing homelessness to permanent housing and maximized self-sufficiency;
 - 1.3.8.3. Participants are empowered by Contractor's program to increase safety and regain control and independence;
 - 1.3.8.4. Participants are offered connections to assistance in applying for Compensation funds, help filing for restraining orders, court advocacy and referrals to free legal services; and
 - 1.3.8.5. Households with children will be connected to education resources, school staff, and childcare services, based on need.
- 1.3.9. The Contractor must conduct an annual assessment of service needs of the program participants and adjust the services accordingly.
- 1.3.10. The Contractor must ensure their staff assist with referrals for substance misuse, mental health, medical needs, peer support, or any other need for referral assistance identified by the participant.
- 1.3.11. The Contractor must assess project outcomes, to include participants moving into and retaining permanent housing, as well as participants' connections with community and mainstream services, to increase independence and household income to sustain permanent housing.
- 1.3.12. The Contractor must actively participate in reviews conducted by the Department, onsite or remotely, as determined by the Department or HUD, on an annual basis, or as otherwise requested by the Department, that must include, but are not limited to, participant files and financial data to ensure compliance with contract objectives, state policies and federal regulations. The Contractor must:
 - 1.3.12.1. Ensure the Department and HUD have access to participant files;
 - 1.3.12.2. Ensure financial data is available, as requested by the Department and/ or HUD; and

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- 1.3.12.3. Provide other information that assists in determining contract compliance, as requested by the Department and/ or HUD.
- 1.3.13. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the (CoC) grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.3.14. The Contractor must adhere to federal and state financial and confidentiality laws, and comply with the approved HUD CoC and HUD CoC YHDP program applications, program narratives, budget detail and narrative, and amendments thereto, as detailed in the applicable Notice of Funding Opportunity (NOFO) CoC Project Application approved by HUD.
- 1.3.15. The Contractor must cooperate fully with and must answer all questions related to this Agreement from representatives of state or federal agencies who may conduct periodic observation and review of performance, activities, and conduct an inspection of records and documents.
- 1.3.16. The Contractor must provide services according to the HUD regulations outlined in Public Law 102-550, 24 CFR Part 578, the CoC Program, HUD Project Application #SF-424 and other written appropriate HUD policies/directives except for where HUD waivers are granted.
- 1.3.17. The Contractor must ensure participating individuals, youth, and families meet the requirement definition of homelessness, or at imminent risk of homelessness qualifications, as defined in HUD regulations and the applicable NOFO, to be eligible for contract services, as applicable to the project.
- 1.3.18. Per The McKinney-Vento Homeless Assistance Act, as amended by S. 896, The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, https://www.hud.gov/sites/documents/HAAA_HEARTH.PDF:
- 1.3.18.1. The Contractor must utilize the New Hampshire Homeless Management Information System (NH HMIS) as the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.
- 1.3.18.2. The Contractor must ensure all programs are licensed to provide client level data into the NH HMIS or into a comparable database, per 24 CFR 578, and as detailed in the following publication from The National Network to End Domestic Violence (NNEDV): <http://qlhrn.org/wordpress1/wp->

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content/uploads/2018/08/Comparable-Database-for-DV-
NNEDV.pdf.

- 1.3.18.3. The Contractor must follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.3.19. The Contractor must comply with all record-keeping requirements as set forth by HUD under 24 CFR 578.103.
- 1.3.20. The Contractor must establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578, 2 CFR Part 500 as well as inclusive of YHDP operating procedures, and must establish and maintain sufficient records to enable HUD and the Department to determine Contractor compliance, including but not limited to:
 - 1.3.20.1. Continuum of Care Records. The Contractor must maintain the following documentation related to establishing and operating a CoC:
 - 1.3.20.1.1. Records of Homeless Status. The Contractor must maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b);
 - 1.3.20.1.2. Records of at Risk of Homelessness Status. The Contractor must maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c); and
 - 1.3.20.1.3. Records of Reasonable Belief of Imminent Threat of Harm. The Contractor must maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor must retain documentation that includes, but is not limited to:
 - 1.3.20.1.3.1. The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal

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assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household; and

1.3.20.1.3.2. The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

1.3.20.2. Records of Annual Income. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor must keep the following documentation of annual income:

1.3.20.2.1. Income evaluation form specified by HUD and completed by the Contractor;

1.3.20.2.2. Source documents, which include but are not limited to:

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- 1.3.20.2.2.1. Most recent wage statement;
 - 1.3.20.2.2.2. Unemployment compensation statement;
 - 1.3.20.2.2.3. Public benefits statement, and bank statements for the assets held by the program participant; and
 - 1.3.20.2.2.4. Income received before the date of the evaluation.
- 1.3.20.2.3. To the extent that source documents are unobtainable, a written statement by a relevant third party, which may include an employer or a government benefits administrator, or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or
- 1.3.20.2.4. To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.
- 1.3.20.3. Program Participant Records. In addition to evidence of homelessness status or at-risk-of-homelessness status, as applicable, the Contractor must keep records for each program participant that document:
- 1.3.20.3.1. The services and assistance provided to that program participant, including evidence that the Contractor conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and
 - 1.3.20.3.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
- 1.3.20.4. Housing Standards. The Contractor must retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.

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- 1.3.20.5. Services Provided. The Contractor must document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor must keep documentation that the records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.
- 1.3.21. The Contractor must maintain records that document compliance with:
- 1.3.21.1. The organizational conflict-of-interest requirements in 24 CFR 578.95(c);
- 1.3.21.2. The CoC board conflict-of-interest requirements in 24 CFR 578.95(b); and
- 1.3.21.3. The other conflicts requirements in 24 CFR 578.95(d).
- 1.3.22. The Contractor must develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 1.3.23. The Contractor must comply and retain documentation of compliance with:
- 1.3.23.1. The homeless participation requirements in accordance with 24 CFR 578.75(g);
- 1.3.23.2. The faith-based activities requirements in accordance with 24 CFR 578.87(b);
- 1.3.23.3. Requirements of 24 CFR 578.93(c) for affirmatively furthering fair housing by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program;
- 1.3.23.4. Other federal requirements in 24 CFR 578.99, as applicable;
- 1.3.23.5. Other records specified by HUD. The Contractor must keep other records as specified by HUD; and
- 1.3.23.6. Procurement requirements in 24 CFR 85.36 and 24 CFR part 84.
- 1.3.24. Confidentiality. In addition to meeting specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor must develop and implement written procedures to ensure:
- 1.3.24.1. All records containing protected identifying information of any participant who applies for and/or receives CoC assistance are kept secure and confidential;
- 1.3.24.2. The address or location of any family violence project, assisted with CoC funds, are not made public, except with written authorization of the person responsible for the operation of the project; and

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1.3.24.3. The address or location of any housing of a program participant is not made public, except as provided under a preexisting privacy policy of the recipient or sub recipient and consistent with state and local laws regarding privacy and obligations of confidentiality.

1.4. Contract Administration

1.4.1. The Contractor must have appropriate levels of staff to attend all meetings or trainings requested by the Department's Bureau of Homeless Services (BHS), including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS must notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.

1.4.2. The Contractor must inform the Department of any staffing changes within thirty (30) days of the change.

1.5. Reporting Requirements

1.5.1. The Contractor must submit an Annual Performance Report (APR) to the Department within thirty (30) days after the Contract Completion Date on the form required, or specified, by the Department.

1.5.2. The Contractor must ensure the APR is submitted to:

NH DHHS
Bureau of Homeless Services
129 Pleasant Street
Concord, NH 03301

1.5.3. The Contractor must ensure the APR includes a summary of aggregate results of the project activities, consistent with the format proposed in the Contractor's application submitted to HUD for the relevant fiscal year COC Notice of Funding Opportunity (NOFO).

1.5.4. The Contractor must submit other reports as requested by the Department in compliance with NH HMIS policy and/or Department policies and procedures.

1.5.5. The Contractor may be required to collect and share data with the Department, in a format specified by the Department, for the provision of other key data and metrics, including client-level demographic, performance, and service data.

1.6. Background Checks

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

1.6.1.1. 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;

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- 1.6.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
- 1.6.1.3. 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.

1.7. Confidential Data

- 1.7.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
- 1.7.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.8. Privacy Impact Assessment

- 1.8.1. 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:
 - 1.8.1.1. How PII is gathered and stored;
 - 1.8.1.2. Who will have access to PII;
 - 1.8.1.3. How PII will be used in the system;
 - 1.8.1.4. How individual consent will be achieved and revoked; and
 - 1.8.1.5. Privacy practices.
- 1.8.2. 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.

1.9. Department Owned Devices, Systems and Network Usage

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- 1.9.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, 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 fulfillment of this Agreement, must:
- 1.9.1.1. 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;
 - 1.9.1.2. 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;
 - 1.9.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.9.1.4. 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;
 - 1.9.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 1.9.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 1.9.1.7. 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."
 - 1.9.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
 - 1.9.1.9. Agree when utilizing the Department's email system:
 - 1.9.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

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- 1.9.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
- 1.9.1.9.3. 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."

- 1.9.1.10. 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:
 - 1.9.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 1.9.1.10.2. 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 Agreement and annually thereafter.
 - 1.9.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.9.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.9.1.12. 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.

1.9.2. Workspace Requirement

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

1.10. Contract End-of-Life Transition Services

1.10.1. General Requirements

- 1.10.1.1. If applicable, upon termination or expiration of the Agreement 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.
- 1.10.1.2. 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.
- 1.10.1.3. 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.
- 1.10.1.4. 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 Agreement.
- 1.10.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business

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Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.10.1.6. 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 the Department's DHHS Information Security Requirements Exhibit.

1.10.2. Completion of Transition Services

1.10.2.1. 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.

1.10.2.2. 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 the Department's Information Security Requirements Exhibit.

1.10.3. Disagreement over Transition Services Results

1.10.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, 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 Agreement.

2. Exhibits Incorporated

2.1. 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.

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

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

3. Additional Terms

**New Hampshire Department of Health and Human Services
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3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services (CLAS)

3.2.1. 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.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of this Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

- 3.3.3.1. Brochures;
- 3.3.3.2. Resource directories;
- 3.3.3.3. Protocols or guidelines;
- 3.3.3.4. Posters; and
- 3.3.3.5. Reports

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and

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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.

3.5. Eligibility Determinations

- 3.5.1. If the Contractor is permitted to determine the eligibility of individuals, youth, and/ or families such eligibility verifications must be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.5.2. Eligibility determinations must be made on forms provided, or required by the Department for that purpose and must be made and remade, or reissued at such times as are prescribed by the Department.
- 3.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each participant of services hereunder, which file must include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor must furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 3.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services must be permitted to fill out an application form and that each applicant or re-applicant must be informed of his/her right to a fair hearing in accordance with applicable regulations.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. 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.

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- 4.1.2. 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.
- 4.1.3. 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.
- 4.2. Period of Record Retention. The Contractor must ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to CoC funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor, unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.
- 4.3. 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 this Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.4. 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.

Waypoint, RRH
CoC Funds - NH0115L1T002305

Activity Name	SFY2024 - 6/1/24-6/30/24								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 10,237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,237	\$ -	\$ -
Supportive Services	\$ 5,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,792	\$ -	\$ -
Administration	\$ 740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 740	\$ -	\$ -
25% Required Match	\$ 4,192	\$ -	\$ -	\$ 4,192	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 20,961	\$ -	\$ -	\$ 4,192	\$ -	\$ -	\$ 16,769	\$ -	\$ -

Activity Name	SFY2025 - 7/1/24-5/31/25								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 128,863	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128,863	\$ -	\$ -
Supportive Services	\$ 63,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,710	\$ -	\$ -
Administration	\$ 8,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,140	\$ -	\$ -
25% Required Match	\$ 50,203	\$ -	\$ -	\$ 50,203	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 251,016	\$ -	\$ -	\$ 50,203	\$ -	\$ -	\$ 290,813	\$ -	\$ -

Activity Name	TOTAL - 6/1/24-5/31/25								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 139,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 139,200	\$ -	\$ -
Supportive Services	\$ 69,502	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,502	\$ -	\$ -
Administration	\$ 8,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,880	\$ -	\$ -
25% Required Match	\$ 54,396	\$ -	\$ -	\$ 54,396	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 271,978	\$ -	\$ -	\$ 54,396	\$ -	\$ -	\$ 217,582	\$ -	\$ -

Total W/O Match \$ 217,582

Waypoint, RRH
CoC Funds - NH0115L1T002305

Activity Name	SFY2025 - 6/1/25-6/30/25								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 11,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,600	\$ -	\$ -
Supportive Services	\$ 5,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,792	\$ -	\$ -
Administration	\$ 740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 740	\$ -	\$ -
25% Required Match	\$ 4,533	\$ -	\$ -	\$ 4,533	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 22,665	\$ -	\$ -	\$ 4,533	\$ -	\$ -	\$ 18,132	\$ -	\$ -

Activity Name	SFY2026 - 7/1/25-5/31/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 127,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,800	\$ -	\$ -
Supportive Services	\$ 63,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,710	\$ -	\$ -
Administration	\$ 8,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,140	\$ -	\$ -
25% Required Match	\$ 49,863	\$ -	\$ -	\$ 49,863	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 249,313	\$ -	\$ -	\$ 49,863	\$ -	\$ -	\$ 199,450	\$ -	\$ -

Activity Name	TOTAL - 6/1/25-5/31/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 139,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 139,200	\$ -	\$ -
Supportive Services	\$ 69,502	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,502	\$ -	\$ -
Administration	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ -
25% Required Match	\$ 54,396	\$ -	\$ -	\$ 54,396	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 271,978	\$ -	\$ -	\$ 54,396	\$ -	\$ -	\$ 217,582	\$ -	\$ -

Total W/O Match \$ 217,582

Waypoint, RRH
CoC Funds - NH0115L1T002305

Activity Name	SFY2026 - 6/1/26-6/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 11,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,600	\$ -	\$ -
Supportive Services	\$ 5,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,792	\$ -	\$ -
Administration	\$ 740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 740	\$ -	\$ -
25% Required Match	\$ 4,533	\$ -	\$ -	\$ 4,533	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 22,665	\$ -	\$ -	\$ 4,533	\$ -	\$ -	\$ 18,132	\$ -	\$ -

Activity Name	SFY2027 - 7/1/26-5/31/27								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 127,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,800	\$ -	\$ -
Supportive Services	\$ 63,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,710	\$ -	\$ -
Administration	\$ 8,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,140	\$ -	\$ -
25% Required Match	\$ 49,863	\$ -	\$ -	\$ 49,863	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 249,313	\$ -	\$ -	\$ 49,863	\$ -	\$ -	\$ 199,450	\$ -	\$ -

Activity Name	TOTAL - 6/1/26-5/31/27								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 139,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 139,200	\$ -	\$ -
Supportive Services	\$ 69,502	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,502	\$ -	\$ -
Administration	\$ 8,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,800	\$ -	\$ -
25% Required Match	\$ 54,396	\$ -	\$ -	\$ 54,396	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 271,978	\$ -	\$ -	\$ 54,396	\$ -	\$ -	\$ 217,582	\$ -	\$ -

Total W/O Match \$ 217,582

Waypoint, YHDP Rapid Re-Housing
CoC Funds - NH0142Y1T002301

SFY2025 - 10/1/24-6/30/25									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 83,812	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,812	\$ -	\$ -
Supportive Services	\$ 48,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,240	\$ -	\$ -
Administration	\$ 6,297	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,297	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 138,349	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138,349	\$ -	\$ -

SFY2026 - 7/1/25-9/30/25									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 27,837	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,837	\$ -	\$ -
Supportive Services	\$ 16,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,080	\$ -	\$ -
Administration	\$ 2,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,099	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 46,116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,116	\$ -	\$ -

TOTAL - 10/1/24-9/30/25									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 111,749	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,749	\$ -	\$ -
Supportive Services	\$ 64,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,320	\$ -	\$ -
Administration	\$ 8,396	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,396	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 184,465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 184,465	\$ -	\$ -

Total W/O Match \$ 184,485

Waypoint, YHDP Rapid Re-Housing
CoC Funds - NH0142Y1T002301

Activity Name	SFY2026 - 10/1/25-6/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 83,812	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,812	\$ -	\$ -
Supportive Services	\$ 48,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,240	\$ -	\$ -
Administration	\$ 6,297	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,297	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 138,349	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138,349	\$ -	\$ -

Activity Name	SFY2027 - 7/1/26-9/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 27,937	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,937	\$ -	\$ -
Supportive Services	\$ 16,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,080	\$ -	\$ -
Administration	\$ 2,089	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,089	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 46,118	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,118	\$ -	\$ -

Activity Name	TOTAL - 10/1/25-9/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 111,749	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,749	\$ -	\$ -
Supportive Services	\$ 64,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,320	\$ -	\$ -
Administration	\$ 8,396	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,396	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 184,465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 184,465	\$ -	\$ -

Total W/O Match \$ 184,485

Waypoint, YHDP Rapid Re-Housing
CoC Funds - NH0142Y1T002301

Activity Name	SFY2027 - 10/1/26-5/31/27								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 74,499	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,499	\$ -	\$ -
Supportive Services	\$ 42,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,880	\$ -	\$ -
Administration	\$ 5,597	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,597	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 122,976	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,976	\$ -	\$ -

Activity Name	TOTAL - 10/1/26-5/31/27								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 74,499	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,499	\$ -	\$ -
Supportive Services	\$ 42,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,880	\$ -	\$ -
Administration	\$ 5,597	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,597	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 122,976	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,976	\$ -	\$ -

Total W/O Match \$ 122,976

Waypoint, Youth Navigators
 CoC Funds - NH0143Y1T002301

SFY2025 - 10/1/24-6/30/25									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 129,795	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,795	\$ -	\$ -
Administration	\$ 6,353	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,353	\$ -	\$ -
25% Required Match	\$ 34,037	\$ -	\$ -	\$ 34,037	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 170,185	\$ -	\$ -	\$ 34,037	\$ -	\$ -	\$ 136,148	\$ -	\$ -

SFY2026 - 7/1/25-9/30/25									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 43,265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,265	\$ -	\$ -
Administration	\$ 2,117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,117	\$ -	\$ -
25% Required Match	\$ 11,346	\$ -	\$ -	\$ 11,346	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 56,728	\$ -	\$ -	\$ 11,346	\$ -	\$ -	\$ 45,382	\$ -	\$ -

TOTAL - 10/1/24-9/30/25									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 173,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,060	\$ -	\$ -
Administration	\$ 8,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,470	\$ -	\$ -
25% Required Match	\$ 45,383	\$ -	\$ -	\$ 45,383	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 226,913	\$ -	\$ -	\$ 45,383	\$ -	\$ -	\$ 181,530	\$ -	\$ -

Total W/O Match \$ 181,530

Waypoint, Youth Navigators
CoC Funds - NH0143Y1T002301

Activity Name	SFY2026 - 10/1/25-6/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 129,795	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,795	\$ -	\$ -
Administration	\$ 6,353	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,353	\$ -	\$ -
25% Required Match	\$ 34,037	\$ -	\$ -	\$ 34,037	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 170,185	\$ -	\$ -	\$ 34,037	\$ -	\$ -	\$ 136,148	\$ -	\$ -

Activity Name	SFY2027 - 7/1/26-9/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 43,265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,265	\$ -	\$ -
Administration	\$ 2,117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,117	\$ -	\$ -
25% Required Match	\$ 11,346	\$ -	\$ -	\$ 11,346	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 56,728	\$ -	\$ -	\$ 11,346	\$ -	\$ -	\$ 45,382	\$ -	\$ -

Activity Name	TOTAL -10/1/25-9/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 173,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,060	\$ -	\$ -
Administration	\$ 8,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,470	\$ -	\$ -
25% Required Match	\$ 45,383	\$ -	\$ -	\$ 45,383	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 226,913	\$ -	\$ -	\$ 45,383	\$ -	\$ -	\$ 181,530	\$ -	\$ -

Total W/O Match \$ 181,530

Waypoint, Youth Navigators
CoC Funds - NH0143Y1T002301

SFY2027 - 10/1/26-5/31/27									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 115,373	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,373	\$ -	\$ -
Administration	\$ 5,647	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,647	\$ -	\$ -
25% Required Match	\$ 30,255	\$ -	\$ -	\$ 30,255	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 151,275	\$ -	\$ -	\$ 30,255	\$ -	\$ -	\$ 121,020	\$ -	\$ -

TOTAL - 10/1/26-5/31/27									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 115,373	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,373	\$ -	\$ -
Administration	\$ 5,647	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,647	\$ -	\$ -
25% Required Match	\$ 30,255	\$ -	\$ -	\$ 30,255	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 151,275	\$ -	\$ -	\$ 30,255	\$ -	\$ -	\$ 121,020	\$ -	\$ -

Total W/O Match \$ 121,020

Contractor's Initials: BADT
Date: 10/10/2024

Waypoint, YHDP Host Homes
CoC Funds - NH0141Y1T002301

Activity Name	SFY2025 - 10/1/24-6/30/25								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 85,642	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,642	\$ -	\$ -
Administration	\$ 4,054	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,054	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 89,696	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,696	\$ -	\$ -

Activity Name	SFY2026 - 7/1/25-9/30/25								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 28,548	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,548	\$ -	\$ -
Administration	\$ 1,351	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,351	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 29,899	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,899	\$ -	\$ -

Activity Name	TOTAL - 10/1/24-9/30/25								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 114,190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,190	\$ -	\$ -
Administration	\$ 5,405	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,405	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 119,595	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119,595	\$ -	\$ -

Total W/O Match \$ 119,595

Waypoint, YHDP Host Homes
CoC Funds - NH0141Y1T002301

Activity Name	SFY2026 - 10/1/25-6/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 85,642	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,642	\$ -	\$ -
Administration	\$ 4,054	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,054	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 89,696	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,696	\$ -	\$ -

Activity Name	SFY2027 - 7/1/26-9/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 28,548	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,548	\$ -	\$ -
Administration	\$ 1,351	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,351	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 29,899	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,899	\$ -	\$ -

Activity Name	TOTAL -10/1/25-9/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 114,190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,190	\$ -	\$ -
Administration	\$ 5,405	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,405	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 119,595	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119,595	\$ -	\$ -

Total W/O Match \$ 119,595

Waypoint, YHDP Host Homes
 CoC Funds - NH0141Y1T002301

SFY2027 - 10/1/26-5/31/27									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 76,127	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,127	\$ -	\$ -
Administration	\$ 3,603	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,603	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 79,730	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,730	\$ -	\$ -

TOTAL - 10/1/26-5/31/27									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 76,127	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,127	\$ -	\$ -
Administration	\$ 3,603	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,603	\$ -	\$ -
25% Required Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 79,730	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,730	\$ -	\$ -

Total W/O Match \$ 79,730

Waypoint, Youth Coordinated Entry
 CoC Funds - NH0163L1T002300

Activity Name	SFY2025 - 10/1/24-6/30/25								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 71,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,620	\$ -	\$ -
Administration	\$ 3,581	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,581	\$ -	\$ -
25% Required Match	\$ 18,800	\$ -	\$ -	\$ 18,800	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 94,001	\$ -	\$ -	\$ 18,800	\$ -	\$ -	\$ 75,201	\$ -	\$ -

Activity Name	SFY2026 - 7/1/25-9/30/25								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 23,873	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,873	\$ -	\$ -
Administration	\$ 1,194	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,194	\$ -	\$ -
25% Required Match	\$ 6,267	\$ -	\$ -	\$ 6,267	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 31,334	\$ -	\$ -	\$ 6,267	\$ -	\$ -	\$ 25,067	\$ -	\$ -

Activity Name	TOTAL - 10/1/24-9/30/25								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 95,493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,493	\$ -	\$ -
Administration	\$ 4,775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,775	\$ -	\$ -
25% Required Match	\$ 25,067	\$ -	\$ -	\$ 25,067	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 125,335	\$ -	\$ -	\$ 25,067	\$ -	\$ -	\$ 100,268	\$ -	\$ -

Waypoint, Youth Coordinated Entry
CoC Funds - NH0163L1T002300

Activity Name	SFY2026 - 10/1/25-6/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 71,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,620	\$ -	\$ -
Administration	\$ 3,581	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,581	\$ -	\$ -
25% Required Match	\$ 18,800	\$ -	\$ -	\$ 18,800	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 94,001	\$ -	\$ -	\$ 18,800	\$ -	\$ -	\$ 75,201	\$ -	\$ -

Activity Name	SFY2027 - 7/1/26-9/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 23,873	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,873	\$ -	\$ -
Administration	\$ 1,194	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,194	\$ -	\$ -
25% Required Match	\$ 6,267	\$ -	\$ -	\$ 6,267	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 31,334	\$ -	\$ -	\$ 6,267	\$ -	\$ -	\$ 25,067	\$ -	\$ -

Activity Name	TOTAL - 10/1/25-6/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 95,493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,493	\$ -	\$ -
Administration	\$ 4,775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,775	\$ -	\$ -
25% Required Match	\$ 25,067	\$ -	\$ -	\$ 25,067	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 125,335	\$ -	\$ -	\$ 25,067	\$ -	\$ -	\$ 100,268	\$ -	\$ -

Waypoint, Youth Coordinated Entry
CoC Funds - NH0163L1T002300

Activity Name	SFY2027 - 10/1/26-5/31/27								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 63,662	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,662	\$ -	\$ -
Administration	\$ 3,183	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,183	\$ -	\$ -
25% Required Match	\$ 16,711	\$ -	\$ -	\$ 16,711	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 83,556	\$ -	\$ -	\$ 16,711	\$ -	\$ -	\$ 66,845	\$ -	\$ -

Activity Name	TOTAL - 10/1/26-5/31/27								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 63,662	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,662	\$ -	\$ -
Administration	\$ 3,183	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,183	\$ -	\$ -
25% Required Match	\$ 16,711	\$ -	\$ -	\$ 16,711	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 83,556	\$ -	\$ -	\$ 16,711	\$ -	\$ -	\$ 66,845	\$ -	\$ -

New Hampshire Department of Health and Human Services

Contractor Name: *Waypoint*

Budget Request for: *Emergency Solutions Grant*

Budget Period: *SFY 2025-2026*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	\$89,000	\$89,000
2. Fringe Benefits	\$0	\$0
3. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
4. Supplies - Office	\$0	\$0
5. Supplies - Outreach	\$0	\$0
6. Travel - Outreach Staff Travel	\$0	\$0
7. Office Rental Cost/ Occupancy	\$0	\$0
8. Other - Audit & Legal	\$0	\$0
7. Other - Client Assistance under Case Management: Primary Documents Indirect cost rate cannot be applied to client assistance costs per ESG.	\$0	\$0
8. Other - Client Assistance: Transportation Indirect cost rate cannot be applied to client assistance costs per ESG.	\$0	\$0
9. Other - Outreach Provider Cell Phone	\$0	\$0
Total Direct Costs	\$89,000	\$89,000
Subtotals	\$89,000	\$89,000
TOTAL FUNDED BY DHHS		\$178,000.00

Initial
BADT

Contractor Initials:

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: 0006775282



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of September A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

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.

Date

10/8/24

Mark C. Rouvalis



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)

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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

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine



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.



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.

A handwritten signature in cursive script that reads "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		2021 Total	
	Without Donor Restrictions	With Donor Restrictions		
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	<u>(153,690)</u>	<u>-</u>	<u>(153,690)</u>	<u>(56,246)</u>
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	<u>842,559</u>	<u>-</u>	<u>842,559</u>	<u>643,173</u>
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	<u>795,129</u>	<u>-</u>	<u>795,129</u>	<u>647,250</u>
Total Operating Expenses	<u>18,873,686</u>	<u>-</u>	<u>18,873,686</u>	<u>16,669,269</u>
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)	<u>2,289,556</u>	<u>232,247</u>	<u>2,521,803</u>	<u>-</u>
Total Nonoperating Activities	<u>(1,360,638)</u>	<u>(630,664)</u>	<u>(1,991,302)</u>	<u>2,743,290</u>
Change in Net Assets	566,071	(1,193,984)	(627,913)	3,746,773
Net Assets, Beginning of Year	<u>20,919,645</u>	<u>6,886,644</u>	<u>27,806,289</u>	<u>24,059,516</u>
Net Assets, End of Year	<u>\$ 21,485,716</u>	<u>\$ 5,692,660</u>	<u>\$ 27,178,376</u>	<u>\$ 27,806,289</u>

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			2021	2021
	Program Services	Management and General	Fundraising	Total	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	<u>12,068,080</u>	<u>2,111,375</u>	<u>763,787</u>	<u>14,943,242</u>	<u>13,454,031</u>
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	<u>15,261,737</u>	<u>2,816,820</u>	<u>948,819</u>	<u>19,027,376</u>	<u>16,725,515</u>
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	<u>\$ 15,261,737</u>	<u>\$ 2,816,820</u>	<u>\$ 795,129</u>	<u>\$ 18,873,686</u>	<u>\$ 16,669,269</u>

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)**

	<u>2022</u>	<u>2021</u>
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	<u>(172,182)</u>	<u> </u>
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	<u>(3,070,755)</u>	<u>(700,247)</u>
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	<u>(224,833)</u>	<u>(160,000)</u>
Net Cash Used By Financing Activities	<u>(153,584)</u>	<u>(160,000)</u>
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	<u>1,411,125</u>	<u>2,825,425</u>
Cash and Cash Equivalents, and Restricted Cash, End of Year	<u>\$ 789,201</u>	<u>\$ 1,411,125</u>
Supplemental Disclosure of Cash Flow Information:		
Cash paid during the year for interest	<u>\$ 251,392</u>	<u>\$ 233,409</u>
Supplemental Disclosure of Non-cash Investing Activity:		
RMCC fixed assets and beneficial interest (Note 21)	<u>\$ 1,332,247</u>	<u>\$ </u>
As reported in the Consolidated Statement of Financial Position, cash balance consists of:		
Cash and cash equivalents	\$ 712,445	\$ 1,337,022
Restricted cash	<u>76,756</u>	<u>74,103</u>
Total cash, cash equivalents, and restricted cash	<u>\$ 789,201</u>	<u>\$ 1,411,125</u>

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

WAYPOINT

Notes to Consolidated Financial Statements For the Year Ended December 31, 2022

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:

	<u>2022</u>	<u>2021</u>
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	<u>2,020,741</u>	<u>2,202,347</u>
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	<u>(868,594)</u>	<u>(541,770)</u>
Total amounts not available to be used within one year	<u>18,590,006</u>	<u>23,462,347</u>
Financial assets available to meet general expenditures over the next year	<u>\$ 4,865,317</u>	<u>\$ 4,967,448</u>

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

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		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
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.

<u>Trust</u>	<u>Percentage Interest</u>	<u>2022</u>	<u>2021</u>
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:

	<u>2022</u>	<u>2021</u>
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)	<u>2,069,667</u>	<u>2,069,667</u>
Subtotal	15,574,376	12,315,624
Less accumulated depreciation	<u>(5,469,233)</u>	<u>(5,638,395)</u>
Total	<u>\$ 10,105,143</u>	<u>\$ 6,677,229</u>

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:

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

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	<u>14,000</u>
Total lease cost	<u>\$ 247,696</u>

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	<u>45,900</u>
Total lease payments	339,712
Less imputed interest	<u>4,119</u>
Present value of lease liabilities	<u>\$ 335,593</u>

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:

	Without Donor Restrictions	With Donor Restrictions			Total	Total Endowment Net Assets
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted		
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	\$ <u>14,896,850</u>	\$ <u>1,133,668</u>	\$ <u>788,401</u>	\$ <u>1,749,850</u>	\$ <u>3,671,919</u>	\$ <u>18,568,769</u>

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:

	Without Donor Restrictions	With Donor Restrictions			Total	Total Endowment Net Assets
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted		
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	\$ <u>18,842,135</u>	\$ <u>1,678,535</u>	\$ <u>1,327,161</u>	\$ <u>1,678,601</u>	\$ <u>4,684,297</u>	\$ <u>23,526,432</u>

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	\$ <u>21,485,716</u>	\$ <u>20,919,645</u>

Net Assets With Donor Restrictions

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

	<u>2022</u>	<u>2021</u>
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	<u>14,615</u>	<u>27,495</u>
	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	<u>377,351</u>	<u>652,758</u>
	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	<u>1,065,135</u>	<u>997,011</u>
	1,749,850	1,678,601
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	<u>2,020,741</u>	<u>2,202,347</u>
Total	<u>\$ 5,692,660</u>	<u>\$ 6,886,644</u>

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

	<u>2022</u>	<u>2021</u>
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
	<u>2,966,121</u>	<u>540,451</u>
Restricted purpose spending-rate distributions and appropriations:		
General operations	15,259	14,100
Other purposes	74,444	40,012
	<u>89,703</u>	<u>54,112</u>
Total	<u>\$ 3,055,824</u>	<u>\$ 594,563</u>

16. Contributed Nonfinancial Assets

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

	<u>Revenue Recognized</u>		<u>Utilization in Programs/Activities</u>	<u>Valuation Techniques and Inputs</u>
	<u>2022</u>	<u>2021</u>		
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	\$ <u>48,536</u>	\$ <u>33,700</u>		

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:

	<u>2022</u>	<u>2021</u>
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	<u>676,130</u>	<u>435,594</u>
Total	<u>\$ 1,150,805</u>	<u>\$ 901,544</u>

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	<u>1,100,000</u>
Total Assets	<u>\$ 2,549,926</u>
Liabilities:	
Accounts payable	\$ 2,782
Accrued payroll and related liabilities	<u>25,341</u>
Total Liabilities	<u>\$ 28,123</u>
Net Assets:	
Net assets without donor restrictions	\$ 2,289,556
Net assets with donor restrictions	<u>232,247</u>
Total Net Assets	<u>\$ 2,521,803</u>

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**

	<u>Family Preservation</u>	<u>Family Support</u>	<u>Runaway & Homeless Youth</u>	<u>Homescare</u>	<u>Advocacy</u>	<u>Camp</u>	<u>Total Program</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>2021 Total</u>
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 2024

Janet Ackerman

Melissa Biron, Treasurer

Jennifer Cassin

William Conrad

Helen Crowe

Rob Dapice

Jane E. Gile, *Secretary*

Emily Hammond

Marc Lubelczyk

Marilyn T. Mahoney

Holly P. Mintz

Zach Palmer

Mark C. Rouvalis, *Chair*

Jennifer Stebbins, *Vice Chair*

Borja Alvarez de Toledo, M.Ed.



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. Sesslons. *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

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.

COLLEEN M. IVES • Page 2 • cives2605@gmail.com

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

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

Acting Executive Director & Chief Operating Officer

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

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

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

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

Statewide Director

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

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

EDUCATION

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

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

DENISE A. BENNETT

WORK EXPERIENCE

Director of Finance

04/2023 to Present

Waypoint

464 Chestnut Street, Manchester, NH 03101

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

Controller

09/1993 to 04/2023

Waypoint

464 Chestnut Street, Manchester, NH 03101

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

Office Manager

07/1990 to 02/1992

TRW

Bedford, NH

Managed regional sales office. Assistant to regional sales manager.

SKILLS

Budgeting - 10+ years

Financial Reporting - 10+ years

Month End Closing - 10+ years

Responsible for all audits - 10+ years

EDUCATION

Southern NH University

Bachelor's
Business Management
Manchester, NH
09/1985 to 05/1988

Southern NH University

Associate
Accounting
Manchester, NH
09/1983 to 05/1985

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Waypoint

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Borja Alvarez de Toledo	President and CEO	\$0.00	\$195,000
Colleen Ives	COO	\$0.00	\$127,338.
Denise Bennett	Director of Finance	\$0.00	\$125,000
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 11, 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 for Behavioral Health, to enter into a **Sole Source** contract with Waypoint (VC#177166) Manchester, NH in the amount of \$804,904 for the provision of a housing services continuum of care project, with the option to renew for up to four (4) additional years, effective June 1, 2023, or upon Governor and Council approval, whichever is later, through May 31, 2027. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 through 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500585	Grants for Pub Asst and Relief	TBD	\$16,769
2024	074-500585	Grants for Pub Asst and Relief	TBD	\$201,226
2025	074-500585	Grants for Pub Asst and Relief	TBD	\$201,226
2026	074-500585	Grants for Pub Asst and Relief	TBD	\$201,226
2027	074-500585	Grants for Pub Asst and Relief	TBD	\$184,457
			Total	\$804,904

EXPLANATION

This request is **Sole Source** because federal regulations require all procurement efforts to be directed by the U.S. Department of Housing and Urban Development (HUD) which requires the Department to specify the vendor's name during the annual, federal, Continuum of Care (CoC) competitive application process for up to a year prior to the grant award being issued. As the Collaborative Applicant, the Department is required to issue a Request for Proposals, through the Continuum, based on the HUD CoC Program Notice of Funding Opportunity (NOFO). HUD reviews and scores vendor applications based on federal rank and review policy, and scoring tools, created to match the federal NOFO. HUD subsequently awards funding based on strict federal criteria specifying eligible activities, populations to be served, expected performance outcomes, and time frames for the application competition and subsequent Departmental

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

agreements. The Department receives notification of the awards and signed grant agreements from HUD several months later; at which time agreements, such as the one contained in this request, can be executed.

Approximately ten (10) households will be served at any given time annually.

Using the federally required Housing First model, the Contractor will provide a housing services continuum of care project that includes the following category:

- Rapid Re-Housing (RRH) services that deliver rental assistance to individuals, youth and, or, families who are experiencing homelessness to facilitate each participant's transition to sustained permanent housing. RRH includes the provision of personalized supportive services and collaborative case management in support of housing stability and the development of independent living skills.

Additionally, the Contractor will work to maximize each participant's ability to live more independently by providing connections to community and mainstream services.

The Department will monitor services by reviewing annual reports provided by the Contractor and conducting annual reviews related to compliance with administrative rules and contractual agreements.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreement, the parties have the option to extend the agreement 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, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families experiencing homelessness in unsafe situations without needed support. Additionally, the Department will be out of compliance with federal regulations, which could result in a loss of federal funding for these and other types of permanent housing and supportive service programs.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #14.267, FAIN # NH0115L1T(TBD)

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

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

Subject: Continuum of Care Waypoint (SS-2024-DBH-14-CONTI-01)

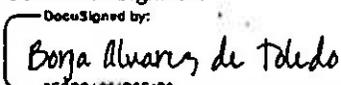
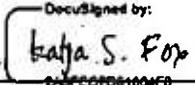
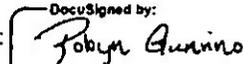
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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. P.O. Box 448 Manchester, NH 03105	
1.5 Contractor Phone Number 603-518-4000	1.6 Account Number 05-95-42-423010-79270000	1.7 Completion Date 5/31/2027	1.8 Price Limitation \$804,904
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:  Date: 5/11/2023		1.12 Name and Title of Contractor Signatory Borja Alvarez de Toledo president and CEO	
1.13 State Agency Signature DocuSigned by:  Date: 5/11/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
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:  On: 5/11/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DS
BAT
 Date 5/11/2023

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.

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 5/11/2023

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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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. 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.

1.2. 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.

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Scope of Services

1. Statement of Work

1.1. Continuum of Care

1.1.1. Rapid Re-Housing (RRH)

- 1.1.1.1. The Contractor must provide a Rapid Re-Housing (RRH) program, in this Agreement, that is targeted to serve 10 households at any given time annually, who are experiencing homelessness, as defined by HUD, that delivers supportive services, including case management, and either short-term (1 to 3 months), or medium-term (4 to 24 months) rental assistance, based on participant's needs.
- 1.1.1.2. The Contractor must provide supportive services for no longer than six (6) months after rental assistance stops.
- 1.1.1.3. The Contractor must re-evaluate, at least annually, whether the program participants lack sufficient resources and support networks necessary to retain housing without CoC assistance and the types and amounts of assistance the program participants need to retain housing.
- 1.1.1.4. The Contractor must ensure that program participants meet with their case manager at least once per month to assist the program participant with obtaining and maintaining long-term housing stability. The project is exempt from this requirement if the Violence Against Women Act of 1994 (42 U.S.C. 13925 *et seq.*) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 *et seq.*) prohibits the recipient carrying out the project from making its housing conditional on the participant's acceptance of services. The Contractor must integrate program participants into the community and promote housing stability.
- 1.1.1.5. The Contractor must assist program participants with developing or increasing their skills and obtaining income, and/or employment.
- 1.1.1.6. The Contractor must provide, or connect, program participants with supportive services.
- 1.1.1.7. The Contractor must support and document appropriate efforts to enhance the participant's ability to reach self-sufficiency.

1.2. Provisions Applicable to All Services

- 1.2.1. The Contractor must adhere to all terms and conditions as set forth in the approved HUD Project Application #SF-424.

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- 1.2.2. The Contractor must ensure that participants meet at least one, or more, of the qualifications of homelessness, as defined by HUD in 24 CFR 578.3.
- 1.2.3. The Contractor must participate in the regional and CoC CE System.
- 1.2.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.
- 1.2.5. The Contractor must participate in meetings with the Department as requested by the Department.
- 1.2.6. The Contractor must ensure staff participate in training as required by the Department.
- 1.2.7. The Contractor must ensure the program includes; but is not limited to:
 - 1.2.7.1. Utilization of the Housing First model that ensures:
 - 1.2.7.1.1. Barriers to entering housing are not imposed beyond those required by federal regulations or state laws; and
 - 1.2.7.1.2. Participation terminates only for the most severe reasons, after available options to maintain housing are exhausted, as detailed in HUD regulations, 24 CFR 578.91.
 - 1.2.7.2. Development of an ongoing assessment of Housing and Supportive Services that is provided to participants in order to deliver assistance in obtaining necessary skills and resources to live in the community independently.
- 1.2.8. The Contractor must ensure participants connect with supportive services and community resources to meet basic needs including, but not limited to: housing, safety, food, mental health and medical care. The Contractor must ensure:
 - 1.2.8.1. Participants increase safety through planning and trauma-informed resource provision;
 - 1.2.8.2. Facilitation of the transition of individuals, youth, and families experiencing homelessness to permanent housing and maximized self-sufficiency;
 - 1.2.8.3. Participants are empowered by Contractor's program to increase safety and regain control and independence;
 - 1.2.8.4. Participants are offered connections to assistance in applying for Compensation funds, help filing for restraining orders, court advocacy and referrals to free legal services; and
 - 1.2.8.5. Households with children will be connected to education resources, school staff, and childcare services, based on need.

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- 1.2.9. The Contractor must conduct an annual assessment of service needs of the program participants and adjust the services accordingly.
- 1.2.10. The Contractor must ensure their staff assist with referrals for substance misuse, mental health, medical needs, peer support, or any other need for referral assistance identified by the participant.
- 1.2.11. The Contractor must assess project outcomes, to include participants moving into and retaining permanent housing, as well as participants' connections with community and mainstream services, to increase independence and household income to sustain permanent housing.
- 1.2.12. The Contractor must actively participate in reviews conducted by the Department, onsite or remotely, as determined by the Department or HUD, on an annual basis, or as otherwise requested by the Department, that must include, but are not limited to, participant files and financial data to ensure compliance with contract objectives, state policies and federal regulations. The Contractor must:
 - 1.2.12.1. Ensure the Department and HUD have access to participant files;
 - 1.2.12.2. Ensure financial data is available, as requested by the Department and/ or HUD; and
 - 1.2.12.3. Provide other information that assists in determining contract compliance, as requested by the Department and/ or HUD.
- 1.2.13. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the (CoC) grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.2.14. The Contractor must adhere to federal and state financial and confidentiality laws, and comply with the approved HUD CoC program application, program narratives, budget detail and narrative, and amendments thereto, as detailed in the applicable Notice of Funding Opportunity (NOFO) CoC Project Application approved by HUD.
- 1.2.15. The Contractor must cooperate fully with, and must answer all questions related to this Agreement from representatives of state or federal agencies who may conduct periodic observation and review of performance, activities, and conduct an inspection of records and documents.
- 1.2.16. The Contractor must provide services according to the HUD regulations outlined in Public Law 102-550, 24 CFR Part 578, the CoC Program, HUD

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Project Application #SF-424 and other written appropriate HUD policies/directives except for where HUD waivers are granted.

- 1.2.17. The Contractor must ensure participating individuals, youth, and families meet the requirement definition of homelessness, or at imminent risk of homelessness qualifications, as defined in HUD regulations, to be eligible for contract services, as applicable to the project.
- 1.2.18. Per The McKinney-Vento Homeless Assistance Act, as amended by S. 896, The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, https://www.hud.gov/sites/documents/HAAA_HEARTH.PDF:
 - 1.2.18.1. The Contractor must utilize the New Hampshire Homeless Management Information System (NH HMIS) as the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.
 - 1.2.18.2. The Contractor must ensure all programs are licensed to provide client level data into the NH HMIS or into a comparable database, per 24 CFR 578, and as detailed in the following publication from The National Network to End Domestic Violence (NNEDV): <http://qlhrn.org/wordpress1/wp-content/uploads/2018/08/Comparable-Database-for-DV-NNEDV.pdf>.
 - 1.2.18.3. The Contractor must follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.2.19. The Contractor must comply with all record-keeping requirements as set forth by HUD under 24 CFR 578.103.
- 1.2.20. The Contractor must establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578, 2 CFR Part 500, and must establish and maintain sufficient records to enable HUD and the Department to determine Contractor compliance, including but not limited to:
 - 1.2.20.1. Continuum of Care Records. The Contractor must maintain the following documentation related to establishing and operating a CoC:
 - 1.2.20.1.1. Records of Homeless Status. The Contractor must maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b);
 - 1.2.20.1.2. Records of at Risk of Homelessness Status. The Contractor must maintain records that establish "at

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risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c); and

1.2.20.1.3. Records of Reasonable Belief of Imminent Threat of Harm.

The Contractor must maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor must retain documentation that includes, but is not limited to:

1.2.20.1.3.1. The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household; and

1.2.20.1.3.2. The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the

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victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

1.2.20.2. Records of Annual Income. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor must keep the following documentation of annual income:

1.2.20.2.1. Income evaluation form specified by HUD and completed by the Contractor;

1.2.20.2.2. Source documents, which include but are not limited to:

1.2.20.2.2.1. Most recent wage statement;

1.2.20.2.2.2. Unemployment compensation statement;

1.2.20.2.2.3. Public benefits statement, and bank statements for the assets held by the program participant; and

1.2.20.2.2.4. Income received before the date of the evaluation.

1.2.20.2.3. To the extent that source documents are unobtainable, a written statement by a relevant third party, which may include an employer or a government benefits administrator, or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or

1.2.20.2.4. To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected

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to receive over the three (3) month period following the evaluation.

- 1.2.20.3. Program Participant Records. In addition to evidence of homelessness status or at-risk-of-homelessness status, as applicable, the Contractor must keep records for each program participant that document:
 - 1.2.20.3.1. The services and assistance provided to that program participant, including evidence that the Contractor conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and
 - 1.2.20.3.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
- 1.2.20.4. Housing Standards. The Contractor must retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.
- 1.2.20.5. Services Provided. The Contractor must document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor must keep documentation that the records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.
- 1.2.21. The Contractor must maintain records that document compliance with:
 - 1.2.21.1. The organizational conflict-of-interest requirements in 24 CFR 578.95(c);
 - 1.2.21.2. The CoC board conflict-of-interest requirements in 24 CFR 578.95(b); and
 - 1.2.21.3. The other conflicts requirements in 24 CFR 578.95(d).
- 1.2.22. The Contractor must develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 1.2.23. The Contractor must comply and retain documentation of compliance with:
 - 1.2.23.1. The homeless participation requirements in accordance with 24 CFR 578.75(g);

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- 1.2.23.2. The faith-based activities requirements in accordance with 24 CFR 578.87(b);
- 1.2.23.3. Requirements of 24 CFR 578.93(c) for affirmatively furthering fair housing by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program;
- 1.2.23.4. Other federal requirements in 24 CFR 578.99, as applicable;
- 1.2.23.5. Other records specified by HUD. The Contractor must keep other records as specified by HUD; and
- 1.2.23.6. Procurement requirements in 24 CFR 85.36 and 24 CFR part 84.
- 1.2.24. Confidentiality. In addition to meeting specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor must develop and implement written procedures to ensure:
 - 1.2.24.1. All records containing protected identifying information of any participant who applies for and/or receives CoC assistance are kept secure and confidential;
 - 1.2.24.2. The address or location of any family violence project, assisted with CoC funds, are not made public, except with written authorization of the person responsible for the operation of the project; and
 - 1.2.24.3. The address or location of any housing of a program participant is not made public, except as provided under a preexisting privacy policy of the recipient or sub recipient and consistent with state and local laws regarding privacy and obligations of confidentiality.

2. Contract Administration

- 2.1. The Contractor must have appropriate levels of staff to attend all meetings or trainings requested by the Department's Bureau of Homeless Services (BHS), including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS must notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 2.2. The Contractor must inform the Department of any staffing changes within thirty (30) days of the change.

3. Reporting Requirements

- 3.1. The Contractor must submit an Annual Performance Report (APR) to the Department within thirty (30) days after the Contract Completion Date on the form required, or specified, by the Department.
- 3.2. The Contractor must ensure the APR is submitted to:

NH DHHS
Bureau of Homeless Services
129 Pleasant Street

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Concord, NH 03301

- 3.3. The Contractor must ensure the APR includes a summary of aggregate results of the project activities, consistent with the format proposed in the Contractor's application submitted to HUD for the relevant fiscal year COC Notice of Funding Opportunity (NOFO).
- 3.4. The Contractor must submit other reports as requested by the Department in compliance with NH HMIS policy and/or Department policies and procedures.
- 3.5. The Contractor may be required to collect and share data with the Department, in a format specified by the Department, for the provision of other key data and metrics, including client-level demographic, performance, and service data.

4. Exhibits Incorporated

- 4.1. 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.
- 4.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. 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.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services (CLAS)

- 5.2.1. 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.

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the

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services of this Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

5.3.3.1. Brochures;

5.3.3.2. Resource directories;

5.3.3.3. Protocols or guidelines;

5.3.3.4. Posters; and

5.3.3.5. Reports

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. 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.

5.5. Eligibility Determinations

5.5.1. If the Contractor is permitted to determine the eligibility of individuals, youth, and/ or families such eligibility verifications must be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

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- 5.5.2. Eligibility determinations must be made on forms provided, or required by the Department for that purpose and must be made and remade, or reissued at such times as are prescribed by the Department.
- 5.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each participant of services hereunder, which file must include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor must furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services must be permitted to fill out an application form and that each applicant or re-applicant must be informed of his/her right to a fair hearing in accordance with applicable regulations.

6. Records

- 6.1. The Contractor must keep records that include, but are not limited to:
- 6.1.1. 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.
- 6.1.2. 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.
- 6.1.3. 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.
- 6.2. Period of Record Retention. The Contractor must ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to CoC funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor, unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.

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- 6.3. 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 this Agreement for purposes of audit, examination, excerpts and transcripts.
- 6.4. 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, Title XIV Housing Programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), as awarded on March 28, 2023, by the US Dept of Housing and Urban Development, Continuum of Care Program, CFDA 14.267, FAIN NH0115L1T(TBD).
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. The Contractor must 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 must ensure each invoice:
 - 3.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 3.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 3.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 3.4. 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.
 - 3.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:

NH DHHS
Bureau of Homeless Services
129 Pleasant Street
Concord, NH 03301
4. The Department shall make payments to the Contractor within forty-five (45) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
5. 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.
6. 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

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agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

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

7.1.1. 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.

7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

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

7.1.4. Condition D - The contractor expends less than \$750,000 in federal funds, during the fiscal year, is exempt from Federal Monitoring Requirements, except as noted in 2 CFR 200.503, but records must be available for review, or audit, by appropriate officials of the Federal agency, pass through entity, and Government Accountability Office (GAO). Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section § 200.331 sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

7.2. If Condition A exists, the Contractor must 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.

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

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

7.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all

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payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

- 7.5. If the Contractor is not subject to the audit requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department, utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," 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 90 days after contract completion date.
8. Project Costs: Payment Schedule; Review by the State
- 8.1. Project Costs: As used in this Agreement, the term "Project Costs" means all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment, in accordance with Public Law 102-550, as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. All subcontractors shall meet the requirements of 2 CFR part 200.
- 8.2. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention or an identified program component under the applicable Notice of Funding Opportunity, such as the Joint Transitional Housing, and Permanent Housing-Rapid ReHousing component project. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).
- 8.3. Match Funds:
- 8.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
- 8.3.2. Match funds shall be documented with each payment request.
- 8.3.3. The Contractor shall match all grant funds except for leasing funds, with no less than twenty-five (25) percent of funds or *in-kind* contributions from other sources.
- 8.3.4. The Contractor may choose to utilize *Cash Match*, or *In-Kind Match*, for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
- 8.3.4.1. The Contractor must substantiate the cash match in a commitment letter, and then must be tracked through the Contractor's financial statements, general ledgers, and other records that reflect yearly financial status to show that

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the cash was spent on eligible program expenses within the grant term.

8.3.5. The cash match written commitment must be documented on the committing agency's letterhead and must be signed and dated by an authorized representative of the agency providing the cash match. The documentation, at a minimum, must include the following:

8.3.5.1. Amount of cash to be provided for the project.

8.3.5.2. Specific date the cash will be available to the project.

8.3.5.3. Grant and fiscal year to which the cash match will be contributed.

8.3.5.4. Allowable activities to be funded by the cash match. Documentation of expended match must include:

8.3.5.4.1. Agreement for cash match.

8.3.5.4.2. Cash match tracking which is done according to general accounting principles in the general ledger.

8.3.5.4.3. Source documentation that cash match is spent on eligible activities under CoC Program interim rule.

8.3.6. The Contractor must maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73.

8.3.7. If the Contractor utilizes *In-Kind Match*, the Contractor must ensure the following requirements are met:

8.3.7.1. The *in-kind* property, equipment, or goods must be substantiated in a commitment letter and must be tracked by the subrecipient agency to demonstrate that these items were delivered to the project, and/or, to its participants, during the grant term.

8.3.7.2. Written commitments for *in-kind* property, equipment, or goods must be documented on the committing agency's letterhead and must be signed and dated by an authorized representative of the agency providing the *in-kind* match. The documentation, at a minimum, must include the following:

8.3.7.2.1. Description and value of the donated property, equipment, or goods;

8.3.7.2.2. Specific date the property, equipment, or goods will be made available to the project;

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8.3.7.2.3. Grant and fiscal year to which the property, equipment, or goods will be contributed; and

8.3.7.2.4. Method used to determine the value of the property, equipment, or goods

8.3.8. *In-Kind Services* must be substantiated in a Memorandum of Understanding (MOU), and then must be tracked by the recipient or subrecipient to show that the services were delivered to program participants during the grant term. Any services or benefits committed to a program participant rather than the recipient or subrecipient through an MOU are generally ineligible to be counted as match.

8.3.8.1. Written commitments of *in-kind* services, during the application, must be initially documented on the committing agency's letterhead. The document must be signed and dated by an authorized representative of the agency providing the *in-kind* services.

8.3.8.2. An MOU must be in place between the recipient/subrecipient and service provider by the time of grant execution and must include detail of the *in-kind* services, their value, and the calculation method to be used in determining their value. Any services provided prior to the execution of the MOU cannot be counted towards match.

8.3.9. Each MOU must:

8.3.9.1. Establish the unconditional commitment to provide the services, provided that the project is selected for funding by the CoC and HUD.

8.3.9.2. Specify the services to be provided to the project.

8.3.9.3. List the profession of the person who will provide the services.

8.3.9.4. Include the hourly cost of the services.

8.3.9.5. List the grant and fiscal year to which the *in-kind* match will be contributed.

8.3.9.6. Detail the system to be used to document the actual quantity and value of the services provided to program participants during the grant term.

8.3.10. During the grant term, the actual *in-kind* services provided to participants must be documented. The documentation must include the following:

8.3.10.1. Quantity of services provided.

8.3.10.2. Value of the services.

8.3.10.3. Date(s) on which the services were provided

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- 8.3.11. Subrecipients must request information from third-party service providers on *in-kind* service match activity at least annually and are responsible for verifying that the match is eligible and related to program participants served in the operating year.
- 8.4. Payment of Project Costs:
- 8.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line items as specified in the applicable Exhibit C, Budget, and as defined by HUD under the provisions of Public Law 102-550 and other applicable regulations, subject to the availability of sufficient funds.
- 8.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in these Payment Terms. The Contractor must have written approval from the State prior to billing for any other expenses.
- 8.5. Review of the State Disallowance of Costs:
- 8.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date.
- 8.5.2. Upon such review, the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, informing the Contractor of any such disallowance.
- 8.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture.
- 8.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services, products, required report submissions, as detailed in this agreement, or NH-HMIS data entry requirements, have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
9. Expense Eligibility
- 9.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care Program funds, as specified in these Payment Terms, from the HUD Continuum of Care Program, for contract services.
- 9.2. Operating Expenses:

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- 9.2.1. Eligible operating expenses include:
 - 9.2.1.1. Maintenance and repair of housing.
 - 9.2.1.2. Property taxes and insurance (including property and car).
 - 9.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost).
 - 9.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds.
 - 9.2.1.5. Utilities, including electricity, gas and water.
 - 9.2.1.6. Furniture and equipment.
- 9.2.2. Ineligible costs include:
 - 9.2.2.1. Rental assistance and operating costs in the same project.
 - 9.2.2.2. Operating costs of emergency shelter and supportive service-only facilities.
 - 9.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.
 - 9.2.2.4. Ineligible costs. Any cost not described as eligible below is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs.
- 9.3. Supportive Services
 - 9.3.1. Eligible supportive services costs shall comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.
 - 9.3.2. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.
 - 9.3.3. Eligible costs shall include:
 - 9.3.3.1. Annual assessment of Service Needs. The costs of the assessment required by 578.53(a) (2).
 - 9.3.3.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company.

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- 9.3.3.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs.
- 9.3.3.4. Child Care. The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities are eligible.
- 9.3.3.5. Education Services. The costs of improving knowledge and basic educational skills are eligible.
- 9.3.3.6. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.
- 9.3.3.7. Food. The cost of providing meals or groceries to program participants is eligible.
- 9.3.3.8. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.
- 9.3.3.9. Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing.
- 9.3.3.10. Life Skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.
- 9.3.3.11. Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis

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interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

9.3.3.12. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals.

9.3.3.13. Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.

9.3.3.14. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.

9.3.3.15. Transportation Services, as described in 24CFR 578(e) (15).

9.3.3.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid directly to utility companies.

9.3.3.17. Direct provision of services. If a service, described as eligible in these Payment Terms, is being directly delivered by the recipient or subrecipient, eligible costs for those services also include the following:

9.3.3.17.1. The costs of labor or supplies, and materials incurred by the recipient or subrecipient in directly providing supportive services to program participants.

9.3.3.17.2. The salary and benefit packages of the recipient and subrecipient staff who directly deliver the services.

9.3.4. Grant funds may be used for rental assistance for Individuals, youth, and families experiencing homelessness.

9.3.5. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.

9.3.6. Rental assistance shall be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51. and may be:

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- 9.3.6.1. Short term, up to 3 months of rent;
- 9.3.6.2. Medium term, for 3-24 months; or
- 9.3.6.3. Long-term, for longer than 24 months.
- 9.3.7. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 9.3.8. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 9.3.9. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 9.3.10. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds only: Property damages may be paid only from funds paid to the landlord from security deposits.
- 9.3.11. Housing shall be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.
- 9.3.12. The Contractor shall provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described by HUD in 24 CFR 578.51.
 - 9.3.12.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.
 - 9.3.12.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.

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9.3.12.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.

9.3.12.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

9.4. Administrative Costs:

9.4.1. Eligible administrative costs include:

9.4.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities.

9.4.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:

9.4.1.2.1. Salaries, wages, and related costs of the Contractor's staff, or other staff engaged in program administration.

9.4.1.2.2. In charging costs to this category, the Contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:

9.4.1.2.2.1. Preparing program budgets and schedules, and amendments to those budgets and schedules.

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- 9.4.1.2.2.2. Developing systems for assuring compliance with program requirements.
- 9.4.1.2.2.3. Developing interagency agreements and agreements with subrecipients and Contractors to carry out program activities.
- 9.4.1.2.2.4. Monitoring program activities for progress and compliance with program requirements.
- 9.4.1.2.2.5. Preparing reports and other documents related to the program for submission to HUD.
- 9.4.1.2.2.6. Coordinating the solution of audit and monitoring findings.
- 9.4.1.2.2.7. Preparing reports and other documents directly related to the program submission to HUD.
- 9.4.1.2.2.8. Evaluating program results against stated objectives.
- 9.4.1.2.2.9. Managing or supervising persons whose primary responsibilities are among those program administration assignments, as listed immediately above.
- 9.4.1.2.2.10. Travel costs incurred for official business in carrying out the program.
- 9.4.1.2.2.11. Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services.
- 9.4.1.2.2.12. Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space.

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9.4.1.2.2.13. Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings.

9.4.1.2.2.14. Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.

9.5. Leasing:

9.5.1. When the Contractor is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to three (3) years. Leasing funds may not be used to lease units or structures owned by the contractor, their parent organization, any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause:

9.5.2. Requirements:

9.5.2.1. Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.

9.5.2.2. Leasing individual units. When the grant funds are used to pay rent for individual housing units, the rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.

9.5.2.3. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by the landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.

9.5.2.4. Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an

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**New Hampshire Department of Health and Human Services
Continuum of Care, Waypoint**

EXHIBIT C

amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.

- 9.5.2.5. Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
- 9.5.2.6. Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.
- 9.5.2.7. Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
- 9.5.2.8. Transition. Refer to 24CFR 578.49(b)(8).
- 9.5.2.9. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
- 9.5.2.10. The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.
- 9.5.2.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
- 9.5.2.12. Property damages may only be paid from money paid to the landlord for security deposits.
- 9.5.2.13. The Contractor cannot lease a building that it already owns to itself.
- 9.5.2.14. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

9.6. The Contractor may charge program participants rent and utilities (heat, hot water). However, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.

9.7. The Contractor shall have any staff charged in full or part to this contract, or counted as match, complete weekly or bi-weekly timesheets.

10. Contractor Financial Management System

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**New Hampshire Department of Health and Human Services
Continuum of Care, Waypoint**

EXHIBIT C

- 10.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures that ensure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 10.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require.

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Exhibit C-1, Budget

Waypoint, RRH
 CoC Funds - NH0115L1T(TBD)

SFY2023 - 6/1/23-6/30/23									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 10,237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,237	\$ -	\$ -
Supportive Services	\$ 5,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,792	\$ -	\$ -
Administration	\$ 740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 740	\$ -	\$ -
25% Required Match	\$ -	\$ 4,377	\$ -	\$ 4,377	\$ -	\$ -	\$ -	\$ 4,377	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 21,769	\$ 4,377	\$ -	\$ 4,377	\$ -	\$ -	\$ 16,769	\$ 4,377	\$ -

SFY2024 - 7/1/23-5/31/24									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 112,807	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,807	\$ -	\$ -
Supportive Services	\$ 63,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,710	\$ -	\$ -
Administration	\$ 8,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,140	\$ -	\$ -
25% Required Match	\$ -	\$ 48,149	\$ -	\$ 48,149	\$ -	\$ -	\$ -	\$ 48,149	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 232,666	\$ 48,149	\$ -	\$ 48,149	\$ -	\$ -	\$ 184,457	\$ 48,149	\$ -

TOTAL - 6/1/23-5/31/24									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 122,844	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,844	\$ -	\$ -
Supportive Services	\$ 89,502	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,502	\$ -	\$ -
Administration	\$ 8,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,880	\$ -	\$ -
25% Required Match	\$ -	\$ 52,526	\$ -	\$ 52,526	\$ -	\$ -	\$ -	\$ 52,526	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 253,752	\$ 52,526	\$ -	\$ 52,526	\$ -	\$ -	\$ 201,226	\$ 52,526	\$ -

Total W/O Match \$ 201,226.

Exhibit C-2, Budget

Waypoint, RRH
 CoC Funds - NH0115L1Y(TBD)

SFY2024 - 6/1/24-6/30/24									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 10,237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,237	\$ -	\$ -
Supportive Services	\$ 5,782	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,782	\$ -	\$ -
Administration	\$ 740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 740	\$ -	\$ -
25% Required Match	\$ 4,377	\$ -	\$ -	\$ 4,377	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 21,146	\$ -	\$ -	\$ 4,377	\$ -	\$ -	\$ 16,769	\$ -	\$ -

SFY2025 - 7/1/24-5/31/25									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 112,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,607	\$ -	\$ -
Supportive Services	\$ 63,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,710	\$ -	\$ -
Administration	\$ 8,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,140	\$ -	\$ -
25% Required Match	\$ 48,149	\$ -	\$ -	\$ 48,149	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 232,606	\$ -	\$ -	\$ 48,149	\$ -	\$ -	\$ 184,457	\$ -	\$ -

TOTAL - 6/1/24-5/31/25									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 122,844	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,844	\$ -	\$ -
Supportive Services	\$ 89,502	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,502	\$ -	\$ -
Administration	\$ 8,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,880	\$ -	\$ -
25% Required Match	\$ 52,526	\$ -	\$ -	\$ 52,526	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 253,752	\$ -	\$ -	\$ 52,526	\$ -	\$ -	\$ 201,226	\$ -	\$ -

Total W/O Match \$ 201,226

Exhibit C-3, Budget

Waypoint, RRH
 CoC Funds - NH0115L1T(TBD)

SFY2025 - 6/1/25-6/30/25									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 10,237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,237	\$ -	\$ -
Supportive Services	\$ 5,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,792	\$ -	\$ -
Administration	\$ 740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 740	\$ -	\$ -
25% Required Match	\$ 4,377	\$ -	\$ -	\$ 4,377	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 21,146	\$ -	\$ -	\$ 4,377	\$ -	\$ -	\$ 16,769	\$ -	\$ -

SFY2026 - 7/1/25-5/31/26									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 112,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,607	\$ -	\$ -
Supportive Services	\$ 63,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,710	\$ -	\$ -
Administration	\$ 8,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,140	\$ -	\$ -
25% Required Match	\$ 48,149	\$ -	\$ -	\$ 48,149	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 232,606	\$ -	\$ -	\$ 48,149	\$ -	\$ -	\$ 184,457	\$ -	\$ -

TOTAL - 6/1/25-5/31/26									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 122,844	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,844	\$ -	\$ -
Supportive Services	\$ 69,502	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,502	\$ -	\$ -
Administration	\$ 8,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,880	\$ -	\$ -
25% Required Match	\$ 52,926	\$ -	\$ -	\$ 52,926	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 253,782	\$ -	\$ -	\$ 52,926	\$ -	\$ -	\$ 201,226	\$ -	\$ -

Total W/O Match \$ 201,226

Exhibit C-4, Budget

Waypoint, RRH
 CoC Funds - NH0115L1T(T&D).

Activity Name	SFY2026 - 6/1/26-6/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 10,237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,237	\$ -	\$ -
Supportive Services	\$ 5,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,792	\$ -	\$ -
Administration	\$ 740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 740	\$ -	\$ -
25% Required Match	\$ 4,377	\$ -	\$ -	\$ 4,377	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 21,146	\$ -	\$ -	\$ 4,377	\$ -	\$ -	\$ 16,769	\$ -	\$ -

Activity Name	SFY2027 - 7/1/26-5/31/27								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 112,807	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,807	\$ -	\$ -
Supportive Services	\$ 63,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,710	\$ -	\$ -
Administration	\$ 8,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,140	\$ -	\$ -
25% Required Match	\$ 48,149	\$ -	\$ -	\$ 48,149	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 232,806	\$ -	\$ -	\$ 48,149	\$ -	\$ -	\$ 184,657	\$ -	\$ -

Activity Name	TOTAL - 6/1/26-5/31/27								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 122,844	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,844	\$ -	\$ -
Supportive Services	\$ 69,502	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,502	\$ -	\$ -
Administration	\$ 8,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,880	\$ -	\$ -
25% Required Match	\$ 52,526	\$ -	\$ -	\$ 52,526	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 253,752	\$ -	\$ -	\$ 52,526	\$ -	\$ -	\$ 201,226	\$ -	\$ -

Total W/O Match \$ 201,226

Contractor's Initials: CAT
 Date: 7/11/2023

New Hampshire Department of Health and Human Services
Exhibit D



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

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New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Vendor Name: Waypoint

5/11/2023

Date

DocuSigned by:

Borja Alvarez de Toledo

Name: Borja Alvarez de Toledo

Title: president and CEO



New Hampshire Department of Health and Human Services
Exhibit E

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:

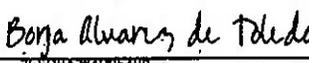
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: waypoint

5/11/2023

Date

DocuSigned by:

 Name: Borja Alvarez de Toledo
 Title: president and CEO

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Vendor Initials
Date 5/11/2023

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: waypoint

5/11/2023

Date

DocuSigned by:

Borja Alvarez de Toledo

Name: Borja Alvarez de Toledo

Title: president and CEO

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New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: waypoint

5/11/2023

Date

DocuSigned by:

Borja Alvarez de Toledo

Name: Borja Alvarez de Toledo

Title: president and CEO

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



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

5/11/2023

Date

DocuSigned by:

Borja Alvarez de Toledo

Name: Borja Alvarez de Toledo

Title: president, and CEO

New Hampshire Department of Health and Human Services



Exhibit I

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

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Date 5/11/2023



New Hampshire Department of Health and Human Services

Exhibit I

- 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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Date 5/11/2023

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services

waypoint

The State by:

Name of the Contractor

Katja S. Fox

Borja Alvarez de Toledo

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Borja Alvarez de Toledo

Name of Authorized Representative

Name of Authorized Representative

Director

president and CEO

Title of Authorized Representative

Title of Authorized Representative

5/11/2023

5/11/2023

Date

Date

Contractor Initials BAT

Date 5/11/2023

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: waypoint

5/11/2023

Date

DocuSigned by:

Borja Alvarez de Toledo

Name: Borja Alvarez de Toledo

Title: president and CEO

Contractor Initials *BAT*
Date 5/11/2023

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

- 1. The 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?

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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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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/doi/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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- 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

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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