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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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March 20, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into **Retroactive** amendments to existing contracts with the Contractors listed **in bold** below to continue to provide In-Home Care, Home Health Aide, and Nursing Services by increasing the total price limitation by $254,631.52 from $24,384,719.10 to $24,639,350.62 with no change to the contract completion dates of June 30, 2026, effective retroactive to November 1, 2024 upon Governor and Council approval. 53.14% Federal Funds. 46.86% General Funds.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Androscoggin Valley Home Care Services Berlin, NH	**157347**	**Coos County**	**$2,496,649.14**	**$188,583.52**	**$2,685,232.66**	**O: 6/29/22, item #47 A1: 6/28/23, item #62 A2: 6/12/24, item #30A**
Area HomeCare Family Services, Inc. Portsmouth, NH	166931	Rockingham County	$5,257,400.00	$0	$5,257,400.00	O: 6/29/22, item #47 A1: 6/28/23, item #62 A2: 6/12/24, item #30A
Easter Seals New Hampshire, Inc. Manchester, NH	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	$3,105,393.92	$0	$3,105,393.92	O:6/29/22, item #47 A1: 6/28/23, item #62 A2: 6/12/24, item #30A

Lakes Region Community Services Council Laconia, NH	177251	Belknap, Grafton and Sullivan Counties	$2,596,952.00	$0	$2,596,952.00	O: 6/29/22, item #47 A1: 6/28/23, item #62 A2: 6/12/24, item #30A
Visiting Nurse Home Care & Hospice of Carroll County North Conway, NH	225191	Carroll County	$606,219.72	$0	$606,219.72	O: 6/29/22, item #47 A1: 6/28/23, item #62 A2: 6/12/24, item #30A
VNA at HCS, Inc. Keene, NH	177274	Cheshire County	$2,940,175.60	$0	$2,940,175.60	O: 6/29/22, item #47 A1: 6/28/23, item #62 A2: 6/12/24, item #30A
Waypoint Manchester, NH	**177166**	**Hillsborough and Merrimack Counties**	**$5,775,917.80**	**$66,048.00**	**$5,841,965.80**	**O: 6/29/22, item #47 A1: 6/28/23, item #62 A2: 6/12/24, item #30A**
Cornerstone VNA Rochester, NH	230881	Strafford County	$552,254.48	$0	$552,254.48	O: 10/19/22, item #21 A1: 6/28/23, item #62 A2: 6/12/24, item #30A
Lake Sunapee Community Health Services New London, NH	174248	Sullivan County	$439,348.00	$0	$439,348.00	O: 10/19/22, item #21 A1: 6/28/23, item #62 A2: 6/12/24, item #30A

North Country Home Health & Hospice Agency, Inc. Littleton, NH	154643	Grafton County	$351,220.44	$0	$351,220.44	O: 10/19/22, item #21 A1: 6/28/23, item #62. A2: 6/12/24, item #30A
The Visiting Nurse Association of Franklin Franklin, NH	154177	Belknap and Merrimack Counties	$263,188.00	$0	$263,188.00	O:10/19/22, item #21 A1: 6/28/23, item #62 A2: 6/12/24, item #30A
		Total	**$24,384,719.10**	**$254,631.52**	**$24,639,350.62**	

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

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to reimburse the Contractors for services provided since November 1, 2024, and to enable the Contractors to maintain standard service levels. The two contractors did not have enough service units to ensure coverage of existing enrolled clients who required an increase in support to stabilize their care plans. This request is to mitigate the risk of service reductions, thereby preventing the necessity for more intensive interventions. SFY 2024 had to be closed out financially before the Department could amend the contracts, which is why this request is delayed and retroactive. Medicaid rates for home health services increased, which resulted in the Department also standardizing these rates for Title III & Title XX home health services, which resulted in a decrease in the overall service units associated with these contracts. Additional funding is necessary to maintain current utilization levels.

The purpose of this request is to provide additional funding to the two Contractors that have had an increased need to maintain nursing service levels and avoid a necessary reduction in services for clients. The Contractors will continue providing uninterrupted In-Home Care, Home Health Aide, and Nursing services to support older, isolated adults, 60 years of age and over, and adults between 18 and 59 years of age who have a chronic illness or disability to live as independently as possible, safely and with dignity. The Department will continually assess utilization data to ensure adequate funding is being allocated to areas of the state who are demonstrating the greatest need.

Approximately 3,320 individuals will be served in State Fiscal Years 2025 and 2026.

Services provided by the Contractors include:

- In-Home Care services: Older Americans Act Title III and Title XX programs, including household maintenance and housekeeping; and meal planning and preparation.
- Home Health Aide services: Assistance with managing individual personal care needs, including bathing and grooming.
- Nursing services: Conducting medical needs evaluations and developing a nursing care plan to support individuals in their homes, general licensed practical nurse or registered nurse duties including assistance with preparing and administering medications, providing health evaluations, and developing health and wellness plans.

The Department will continue to monitor services through review of the Contractor's required quarterly reports and through conducting site/desk reviews as necessary, as determined by the Department.

Should the Governor and Executive Council not authorize this request, the two Contractors will be unable to provide support to isolated, and frail adults 60 years of age and over, and adults between 18 and 59 years of age, who have a chronic illness or disability, which would result in the two Contractors reducing or terminating client services or potentially transferring clients to other providers.

Sources of Federal Funds: Assistance Listing Number (ALN) 93.044, FAINs 2201NHOASS, 2301NHOASS, and 2401NHOASS; ALN 93.667, FAIN 2101NHSOSR, 2201NHSOSR, 2301NHSOSR, 2401NHSOSR.

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

Respectfully Submitted

Lori A. Weaver
Commissioner

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADMIN ON AGING SVCS GRANTS (50% Fed 50% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 103,890.22	$ -	$ 103,890.22
2024	540-500382	SS Contracts	multiple	$ 103,890.22	$ -	$ 103,890.22
2025	540-500382	SS Contracts	multiple	$ 103,929.70	$ 54,291.76	$ 158,221.46
2026	540-500382	SS Contracts	multiple	$ 103,929.70	$ 54,291.76	$ 158,221.46
		Subtotal		**$ 415,639.84**	**$ 108,583.52**	**$ 524,223.36**

Area Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 70,584.00	$ -	$ 70,584.00
2024	540-500382	SS Contracts	multiple	$ 70,584.00	$ -	$ 70,584.00
2025	540-500382	SS Contracts	multiple	$ 70,592.00	$ -	$ 70,592.00
2026	540-500382	SS Contracts	multiple	$ 70,592.00	$ -	$ 70,592.00
		Subtotal		**$ 282,352.00**	**$ -**	**$ 282,352.00**

Cornerstone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 6,272.00	$ -	$ 6,272.00
2024	540-500382	SS Contracts	multiple	$ 6,272.00	$ -	$ 6,272.00
2025	540-500382	SS Contracts	multiple	$ 6,267.24	$ -	$ 6,267.24
2026	540-500382	SS Contracts	multiple	$ 6,267.24	$ -	$ 6,267.24
		Subtotal		**$ 25,078.48**	**$ -**	**$ 25,078.48**

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 66,516.00	$ -	$ 66,516.00
2024	540-500382	SS Contracts	multiple	$ 66,516.00	$ -	$ 66,516.00
2025	540-500382	SS Contracts	multiple	$ 66,508.96	$ -	$ 66,508.96
2026	540-500382	SS Contracts	multiple	$ 66,508.96	$ -	$ 66,508.96
		Subtotal		**$ 266,049.92**	**$ -**	**$ 266,049.92**

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 7,200.00	$ -	$ 7,200.00
2024	540-500382	SS Contracts	multiple	$ 7,200.00	$ -	$ 7,200.00
2025	540-500382	SS Contracts	multiple	$ 7,200.00	$ -	$ 7,200.00
2026	540-500382	SS Contracts	multiple	$ 7,200.00	$ -	$ 7,200.00
		Subtotal		**$ 28,800.00**	**$ -**	**$ 28,800.00**

Lake Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 90,456.00	$ -	$ 90,456.00
2024	540-500382	SS Contracts	multiple	$ 90,456.00	$ -	$ 90,456.00
2025	540-500382	SS Contracts	multiple	$ 90,464.00	$ -	$ 90,464.00
2026	540-500382	SS Contracts	multiple	$ 90,464.00	$ -	$ 90,464.00
		Subtotal		**$ 361,840.00**	**$ -**	**$ 361,840.00**

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 33,384.00	$ -	$ 33,384.00
2024	540-500382	SS Contracts	multiple	$ 33,384.00	$ -	$ 33,384.00
2025	540-500382	SS Contracts	multiple	$ 33,392.00	$ -	$ 33,392.00
2026	540-500382	SS Contracts	multiple	$ 33,392.00	$ -	$ 33,392.00
		Subtotal		**$ 133,552.00**	**$ -**	**$ 133,552.00**

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 76,532.00	$ -	$ 76,532.00
2024	540-500382	SS Contracts	multiple	$ 76,532.00	$ -	$ 76,532.00

2025	540-500382	SS Contracts	multiple	$ 76,522.22	$ -	$ 76,522.22
2026	540-500382	SS Contracts	multiple	$ 76,522.22	$ -	$ 76,522.22
		Subtotal		**$ 306,108.44**	**$ -**	**$ 306,108.44**

Visiting Nurse
HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 39,800.00	$ -	$ 39,800.00
2024	540-500382	SS Contracts	multiple	$ 39,800.00	$ -	$ 39,800.00
2025	540-500382	SS Contracts	multiple	$ 39,809.86	$ -	$ 39,809.86
2026	540-500382	SS Contracts	multiple	$ 39,809.86	$ -	$ 39,809.86
		Subtotal		**$ 159,219.72**	**$ -**	**$ 159,219.72**

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 16,548.00	$ -	$ 16,548.00
2024	540-500382	SS Contracts	multiple	$ 16,548.00	$ -	$ 16,548.00
2025	540-500382	SS Contracts	multiple	$ 16,543.80	$ -	$ 16,543.80
2026	540-500382	SS Contracts	multiple	$ 16,543.80	$ -	$ 16,543.80
		Subtotal		**$ 66,183.60**	**$ -**	**$ 66,183.60**

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 239,515.00	$ -	$ 239,515.00
2024	540-500382	SS Contracts	multiple	$ 239,515.00	$ -	$ 239,515.00
2025	540-500382	SS Contracts	multiple	$ 239,531.90	$ 33,024.00	$ 272,555.90
2026	540-500382	SS Contracts	multiple	$ 239,531.90	$ 33,024.00	$ 272,555.90
		Subtotal		**$ 958,093.80**	**$ 66,048.00**	**$ 1,024,141.80**
		Total 7872		**$ 3,002,917.80**	**$ 174,631.52**	**$ 3,177,549.32**

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT (60% Fed 40% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 514,800.00	$ -	$ 514,800.00
2024	540-500382	SS Contracts	48130098	$ 514,800.00	$ -	$ 514,800.00
2025	543-500385	SS Contracts	multiple	$ 514,800.00	$ 40,000.00	$ 554,800.00
2026	543-500385	SS Contracts	multiple	$ 514,800.00	$ 40,000.00	$ 554,800.00
		Subtotal		**$ 2,059,200.00**	**$ 80,000.00**	**$ 2,139,200.00**

Area Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 1,240,008.00	$ -	$ 1,240,008.00

2024	540-500382	SS Contracts	48130098	$ 1,240,008.00	$ -	$ 1,240,008.00
2025	543-500385	SS Contracts	multiple	$ 1,240,016.00	$ -	$ 1,240,016.00
2026	543-500385	SS Contracts	multiple	$ 1,240,016.00	$ -	$ 1,240,016.00
		Subtotal		**$ 4,960,048.00**	**$ -**	**$ 4,960,048.00**

Cornerstone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 128,040.00	$ -	$ 128,040.00
2024	540-500382	SS Contracts	48130098	$ 128,040.00	$ -	$ 128,040.00
2025	543-500385	SS Contracts	multiple	$ 128,048.00	$ -	$ 128,048.00
2026	543-500385	SS Contracts	multiple	$ 128,048.00	$ -	$ 128,048.00
		Subtotal		**$ 512,176.00**	**$ -**	**$ 512,176.00**

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 702,336.00	$ -	$ 702,336.00
2024	540-500382	SS Contracts	48130098	$ 702,336.00	$ -	$ 702,336.00
2025	543-500385	SS Contracts	multiple	$ 702,336.00	$ -	$ 702,336.00
2026	543-500385	SS Contracts	multiple	$ 702,336.00	$ -	$ 702,336.00
		Subtotal		**$ 2,809,344.00**	**$ -**	**$ 2,809,344.00**

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 50,760.00	$ -	$ 50,760.00
2024	540-500382	SS Contracts	48130098	$ 50,760.00	$ -	$ 50,760.00
2025	543-500385	SS Contracts	multiple	$ 50,768.00	$ -	$ 50,768.00
2026	543-500385	SS Contracts	multiple	$ 50,768.00	$ -	$ 50,768.00
		Subtotal		**$ 203,056.00**	**$ -**	**$ 203,056.00**

Lake Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 569,472.00	$ -	$ 569,472.00
2024	540-500382	SS Contracts	48130098	$ 569,472.00	$ -	$ 569,472.00
2025	543-500385	SS Contracts	multiple	$ 525,584.00	$ -	$ 525,584.00
2026	543-500385	SS Contracts	multiple	$ 525,584.00	$ -	$ 525,584.00
		Subtotal		**$ 2,190,112.00**	**$ -**	**$ 2,190,112.00**

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 48,132.00	$ -	$ 48,132.00
2024	540-500382	SS Contracts	48130098	$ 48,132.00	$ -	$ 48,132.00
2025	543-500385	SS Contracts	multiple	$ 84,016.00	$ -	$ 84,016.00
2026	543-500385	SS Contracts	multiple	$ 84,016.00	$ -	$ 84,016.00
		Subtotal		**$ 264,296.00**	**$ -**	**$ 264,296.00**

North Country
HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 1,956.00	$ -	$ 1,956.00
2024	540-500382	SS Contracts	48130098	$ 1,956.00	$ -	$ 1,956.00
2025	543-500385	SS Contracts	multiple	$ 9,952.00	$ -	$ 9,952.00
2026	543-500385	SS Contracts	multiple	$ 9,952.00	$ -	$ 9,952.00
		Subtotal		**$ 23,816.00**	**$ -**	**$ 23,816.00**

Visiting Nurse
HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 108,000.00	$ -	$ 108,000.00
2024	540-500382	SS Contracts	multiple	$ 108,000.00	$ -	$ 108,000.00
2025	543-500385	SS Contracts	multiple	$ 108,000.00	$ -	$ 108,000.00
2026	543-500385	SS Contracts	multiple	$ 108,000.00	$ -	$ 108,000.00
		Subtotal		**$ 432,000.00**	**$ -**	**$ 432,000.00**

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 714,744.00	$ -	$ 714,744.00
2024	540-500382	SS Contracts	48130098	$ 714,744.00	$ -	$ 714,744.00

2025	543-500385	SS Contracts	multiple	$ 714,752.00	$ -	$ 714,752.00
2026	543-500385	SS Contracts	multiple	$ 714,752.00	$ -	$ 714,752.00
		Subtotal		**$ 2,858,992.00**	**$ -**	**$ 2,858,992.00**

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 1,196,952.00	$ -	$ 1,196,952.00
2024	540-500382	SS Contracts	48130098	$ 1,196,952.00	$ -	$ 1,196,952.00
2025	543-500385	SS Contracts	multiple	$ 1,196,960.00	$ -	$ 1,196,960.00
2026	543-500385	SS Contracts	multiple	$ 1,196,960.00	$ -	$ 1,196,960.00
		Subtotal		**$ 4,787,824.00**	**$ -**	**$ 4,787,824.00**
		Total 9255		**$ 21,100,864.00**	**$ 80,000.00**	**$ 21,180,864.00**

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, GENERAL FUND MATCH FOR ARPA (85% Fed 15% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ 15,000.00	$ -	$ 15,000.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 15,000.00**	**$ -**	**$ 15,000.00**

Area Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ 15,000.00	$ -	$ 15,000.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 15,000.00**	**$ -**	**$ 15,000.00**

Cornerstone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ 8,000.00	$ -	$ 8,000.00
2024	540-500382	SS Contracts	48130619	$ 7,000.00	$ -	$ 7,000.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 15,000.00**	**$ -**	**$ 15,000.00**

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ 30,000.00	$ -	$ 30,000.00

2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 30,000.00**	**$ -**	**$ 30,000.00**

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ 16,000.00	$ -	$ 16,000.00
2024	540-500382	SS Contracts	48130619	$ 14,000.00	$ -	$ 14,000.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 30,000.00**	**$ -**	**$ 30,000.00**

Lake Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ 45,000.00	$ -	$ 45,000.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 45,000.00**	**$ -**	**$ 45,000.00**

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ 8,000.00	$ -	$ 8,000.00
2024	540-500382	SS Contracts	48130619	$ 7,000.00	$ -	$ 7,000.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 15,000.00**	**$ -**	**$ 15,000.00**

North Country
HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ 8,000.00	$ -	$ 8,000.00
2024	540-500382	SS Contracts	48130619	$ 7,000.00	$ -	$ 7,000.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 15,000.00**	**$ -**	**$ 15,000.00**

Visiting Nurse
HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ 15,000.00	$ -	$ 15,000.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 15,000.00**	**$ -**	**$ 15,000.00**

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ 15,000.00	$ -	$ 15,000.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 15,000.00**	**$ -**	**$ 15,000.00**

Waypoint

Fiscal Year	Class/Object	Class-Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ 30,000.00	$ -	$ 30,000.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 30,000.00**	**$ -**	**$ 30,000.00**
		Total 2638		**$ 240,000.00**	**$ -**	**$ 240,000.00**

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DLTSS-DEVELOPMENTAL SVCS, DIV OF DEVELOPMENTAL SVCS: HCBS ENHANCED FMAP-ARP (100% Fed)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	$ -	$ -	$ -
2024	540-500382	SS Contracts	93009020	$ 6,809.30	$ -	$ 6,809.30
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 6,809.30**	**$ -**	**$ 6,809.30**

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	$ -	$ -	$ -
2024	540-500382	SS Contracts	93009020	$ 1,332.00	$ -	$ 1,332.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 1,332.00**	**$ -**	**$ 1,332.00**

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	$ -	$ -	$ -
2024	540-500382	SS Contracts	93009020	$ 26,500.00	$ -	$ 26,500.00

2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 26,500.00**	**$ -**	**$ 26,500.00**

North Country
HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	$ -	$ -	$ -
2024	540-500382	SS Contracts	93009020	$ 6,296.00	$ -	$ 6,296.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		**$ 6,296.00**	**$ -**	**$ 6,296.00**
		Total 2606		**$ 40,937.30**	**$ -**	**$ 40,937.30**
		Grand Total		**$ 24,384,719.10**	**$ 254,631.52**	**$ 24,639,350.62**

State of New Hampshire
Department of Health and Human Services
Amendment #3

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #47), as amended on June 28, 2023 (Item #62), and most recently amended on June 12, 2024 (Item #30A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, 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:

   $2,685,232.66

2. Modify Exhibit C, Payment Terms; Section 1., to read:

   1. This Agreement is funded by:

      1.1. 58.29% Federal Funds:

         1.1.1. 9.76% Older Americans Act Title IIIB, as awarded on September 8, 2022, February 13, 2023, and September 24, 2024, by the Administration for Community Living, Title IIIB, Supportive Services, ALN 93.044, FAINs 2201NHOASS, 2301NHOASS, and 2401NHOASS;

         1.1.2. 47.80% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR;

         1.1.3. .48% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC6; and

         1.1.4. .25% Enhanced FMAP-ARP, as awarded by the Centers for Medicare & Medicaid Services.

      1.2. 41.71% General Funds.

3. Modify Exhibit C, Payment Terms, Section 3., lead in paragraph only, to read:

   3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1, Amendment #3, Rate Sheet.

4. Modify Exhibit C-1, Amendment #2, Rate Sheet, by replacing it in its entirety with Exhibit C-1, Amendment #3, Rate Sheet, which is attached hereto and incorporated by reference herein.

DS
MS
Contractor Initials_____
Date 2/14/2025

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to November 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

2/20/2025
Date

DocuSigned by:
Melissa Hardy
1323A24040DE495...

Name: Melissa Hardy
Title: Director, DLTSS

Androscoggin Valley Home Care Services

2/14/2025
Date

DocuSigned by:
Margo Sullivan
7B1FC1228E6C4F2...

Name: Margo Sullivan
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

3/1/2025
Date

DocuSigned by:
Robyn Guarino
748734844941460...
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:

Adult In-Home Care - Androscoggin Valley Home Care Services

7/1/2022 through 06/30/2023 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	42,900	$12.00	$514,800.00
Title IIIB In Home Services	1/2 Hour	5,000	$12.00	$60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,399	$16.00	$38,384.00
Title IIIB Nursing	1/2 Hour	214	$25.73	$5,506.22
	Subtotal	50,513		$618,690.22

7/1/2023 through 06/30/2024 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	42,900	$12.00	$514,800.00
Title IIIB In Home Services	1/2 Hour	5,000	$12.00	$60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,399	$16.00	$38,384.00
Title IIIB Nursing	1/2 Hour	214	$25.73	$5,506.22
HCBS ARP In Home Services	1/2 Hour	354	$12.00	$4,248.00
HCBS ARP Home Health Aide	1/2 Hour	144	$16.00	$2,304.00
HCBS ARP Nursing	1/2 Hour	10	$25.73	$257.30
	Subtotal	51,021		$625,499.52

7/01/2024 through 06/30/2025 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	34,675	$16.00	$554,800.00
Title IIIB In Home Services	1/2 Hour	5,452	$16.00	$87,232.00
Title IIIB Home Health Aide	1/2 Hour	3,737	$16.58	$61,959.46
Title IIIB Nursing	1/2 Hour	140	$64.50	$9,030.00
	Subtotal	44,004		$713,021.46

7/01/2025 through 06/30/2026 Service Units

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	34,675	$16.00	$554,800.00
Title IIIB In Home Services	1/2 Hour	5,452	$16.00	$87,232.00
Title IIIB Home Health Aide	1/2 Hour	3,737	$16.58	$61,959.46
Title IIIB Nursing	1/2 Hour	140	$64.50	$9,030.00
	Subtotal	44,004		$713,021.46
	Overall Total	189,542		$2,670,232.66

Contractor Initials: DS MS

Date: 2/14/2025

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 ANDROSCOGGIN VALLEY HOME CARE SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62239

Certificate Number: 0006320420

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of September A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Androscoggin Valley Home Care Services
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 14, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Margo Sullivan, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Androscoggin Valley Home Care Services to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **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.

X Dated: 2/14/25

X Louise Vallière
Signature of Elected Officer
X Name: Louise Vallière
X Title: BOARD OF DIRECTORS—President

Client#: 948547 ANDROVAL2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/01/2025

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Sherri Winslow PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: Sherri.Winslow@usi.com
INSURED Androscoggin Valley Home Care Services 795 Main Street Berlin, NH 03570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Co. — 18058 INSURER B : Technology Insurance Company, Inc. — 42376 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2701454	12/02/2024	12/02/2025	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2701454	12/02/2024	12/02/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10000			PHUB891630	12/02/2024	12/02/2025	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] Y/N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TES4457177	07/01/2024	07/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Professional Liab			PHPK2701454	12/02/2024	12/02/2025	$1,000,000/$3,000,000	

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

This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Evidence.

CERTIFICATE HOLDER

State of NH, DHHS
Bureau of Elderly & Adult Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

PJRZP

Mission Statement

The mission of Androscoggin Valley Home Care Services is to responsibly provide the best personal care, homemaking, and respite possible, according to each client's needs.

Vision Statement

A V Home Care Services is dedicated to the integrity and wellbeing of the community and its citizens as unique individuals. This includes acknowledging the cultural, religious, educational, and ethnic differences among people, while maintaining a standard of fairness and equality in rendering care to them.

Androscoggin Valley
Home Care Services

ANDROSCOGGIN VALLEY HOME CARE SERVICES

Financial Statements

June 30, 2024 and 2023

and

Independent Auditor's Report

ANDROSCOGGIN VALLEY HOME CARE SERVICES

FINANCIAL STATEMENTS
June 30, 2024 and 2023

TABLE OF CONTENTS

VACHON CLUKAY & COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Androscoggin Valley Home Care Services

Opinion

We have audited the accompanying financial statements of Androscoggin Valley Home Care Services (a nonprofit organization), which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Androscoggin Valley Home Care Services as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 Androscoggin Valley Home Care Services and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the 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 generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material

misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 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 Androscoggin Valley Home Care Services' 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 financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Androscoggin Valley Home Care Services' 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.

Vachon Clukay & Company PC

Manchester, New Hampshire
January 15, 2025

ANDROSCOGGIN VALLEY HOME CARE SERVICES
STATEMENTS OF FINANCIAL POSITION
June 30, 2024 and 2023

	2024	2023
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 138,620	$ 154,792
Investments	141,879	189,923
Accounts receivable	89,889	73,320
Prepaid expenses	9,564	9,625
TOTAL CURRENT ASSETS	379,952	427,660
NONCURRENT ASSETS:		
Land	15,000	15,000
Building and improvements	227,733	229,603
Equipment	82,754	71,750
Furniture and fixtures	28,894	28,894
	354,381	345,247
Less accumulated depreciation	288,628	285,053
Property and equipment-net	65,753	60,194
Investment in North Country Consortium	128	128
TOTAL NONCURRENT ASSETS	65,881	60,322
TOTAL ASSETS	$ 445,833	$ 487,982
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	$ 530	$ 1,487
Accrued expenses	36,483	17,433
TOTAL CURRENT LIABILITIES	37,013	18,920
NONCURRENT LIABILITIES:		
TOTAL NONCURRENT LIABILITIES	-	-
TOTAL LIABILITIES	37,013	18,920
NET ASSETS:		
Without donor restrictions:		
Undesignated	385,914	406,398
Board reserve for client financial assistance	2,906	62,664
With donor restrictions:		
Purpose restrictions	20,000	-
TOTAL NET ASSETS	408,820	469,062
TOTAL LIABILITIES AND NET ASSETS	$ 445,833	$ 487,982

See notes to financial statements

ANDROSCOGGIN VALLEY HOME CARE SERVICES
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2024 and 2023

	2024	2023
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
REVENUE AND SUPPORT		
Fees and grants from governmental agencies	$ 861,699	$ 798,460
Charges for services	48,225	42,715
Grants and contributions	58,890	30,406
Contributed professional services	2,865	2,080
Other	9,796	2,501
Town of Gorham contribution	14,000	15,535
City of Berlin contribution	19,500	10,000
United Way	53	223
Net assets released from donor restrictions	-	23,447
TOTAL REVENUE AND SUPPORT WITHOUT DONOR RESTRICTIONS	1,015,028	925,367
EXPENSES		
Program Services:		
Homemaker	539,476	520,366
Health Aide	103,531	115,934
Home Community Based Care	128,612	121,975
Total Program Services	771,619	758,275
Supporting Services:		
Management and general	323,651	254,930
Total Support Services	323,651	254,930
TOTAL EXPENSES	1,095,270	1,013,205
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	(80,242)	(87,838)
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Grants	20,000	-
Net assets released from donor restrictions	-	(23,447)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	20,000	(23,447)
CHANGE IN NET ASSETS	(60,242)	(111,285)
NET ASSETS, July 1	469,062	580,347
NET ASSETS, June 30	$ 408,820	$ 469,062

See notes to financial statements

ANDROSCOGGIN VALLEY HOME CARE SERVICES
STATEMENTS OF FUNCTIONAL EXPENSES
For the Years Ended June 30, 2024 and 2023

For the Year Ended June 30, 2024

	Program Services				Supporting Services	
	Homemaker	Health Aide	Home Community Based Care	Total Program Services	Management and General	Total Expenses
Salaries and wages	$ 426,286	$ 82,424	$ 104,798	$ 613,508	$ 163,852	$ 777,360
Payroll taxes	27,328	5,419	6,449	39,196	13,827	53,023
Insurance	28,800	4,256	5,268	38,324	-	38,324
Dues and memberships	2,096	317	381	2,794	10	2,804
Marketing	-	-	-	-	2,251	2,251
Employee benefits	-	-	-	-	37,956	37,956
Miscellaneous	-	-	-	-	3,760	3,760
Office	-	-	-	-	64,585	64,585
Occupancy	147	192	26	365	22,651	23,016
Professional fees	10,339	4,329	4,103	18,771	2,044	20,815
Supplies	1,082	281	299	1,662	-	1,662
Telephone	2,083	307	372	2,762	-	2,762
Training	4,974	-	-	4,974	-	4,974
Travel	30,389	4,481	5,561	40,431	1,369	41,800
Employer required expenses	1,414	541	470	2,425	31	2,456
Postage	2,721	672	728	4,121	867	4,988
State unemployment taxes	1,817	312	157	2,286	148	2,434
Depreciation	-	-	-	-	10,300	10,300
	$ 539,476	$ 103,531	$ 128,612	$ 771,619	$ 323,651	$ 1,095,270

For the Year Ended June 30, 2023

	Program Services				Supporting Services	
	Homemaker	Health Aide	Home Community Based Care	Total Program Services	Management and General	Total Expenses
Salaries and wages	$ 421,519	$ 88,347	$ 92,746	$ 602,612	$ 146,424	$ 749,036
Payroll taxes	27,540	5,729	7,092	40,361	12,705	53,066
Insurance	17,857	4,954	6,008	28,819	-	28,819
Dues and memberships	1,041	647	452	2,140	737	2,877
Marketing	-	-	-	-	6,592	6,592
Employee benefits	-	-	-	-	33,526	33,526
Miscellaneous	-	-	-	-	4,165	4,165
Office	-	-	-	-	30,506	30,506
Occupancy	2,862	1,049	916	4,827	7,510	12,337
Professional fees	7,837	3,058	2,970	13,865	1,366	15,231
Supplies	3,224	1,254	1,249	5,727	-	5,727
Telephone	1,915	777	651	3,343	-	3,343
Training	2,657	13	15	2,685	-	2,685
Travel	27,473	7,540	8,402	43,415	347	43,762
Employer required expenses	429	258	111	798	537	1,335
Postage	2,004	843	789	3,636	564	4,200
State unemployment taxes	4,008	1,465	574	6,047	410	6,457
Depreciation	-	-	-	-	9,541	9,541
	$ 520,366	$ 115,934	$ 121,975	$ 758,275	$ 254,930	$ 1,013,205

See notes to financial statements

ANDROSCOGGIN VALLEY HOME CARE SERVICES
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2024 and 2023

	2024	2023
Cash Flows From Operating Activities:		
Cash received from clients and third-party reimbursements	$ 898,855	$ 789,873
Cash received from local governments and contributors	106,890	62,347
Cash received from United Way	53	223
Interest income	9,648	2,365
Other receipts	148	136
Cash paid to employees	(758,042)	(747,994)
Cash paid to suppliers	(305,909)	(257,661)
Net Cash Used by Operating Activities	(48,357)	(150,711)
Cash Flows From Investing Activities:		
Purchases of Investments	(36,961)	(189,923)
Redemption of investments	85,005	-
Purchases of equipment	(15,859)	-
Net Cash Provided (Used) for Investing Activities	32,185	(189,923)
Net Decrease in Cash and Cash Equivalents	(16,172)	(340,634)
Cash and cash equivalents, at beginning of year	154,792	495,426
Cash and cash equivalents, at end of year	$ 138,620	$ 154,792

See notes to financial statements

ANDROSCOGGIN VALLEY HOME CARE SERVICES
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2024 and 2023

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Androscoggin Valley Home Care Services (the "Organization") is organized as a nonprofit organization and was incorporated on May 12, 1992. The Organization provides health aide and homemaker services to clients of Social Service agencies and to the general public in the City of Berlin, New Hampshire and surrounding areas of Coos County, New Hampshire.

Accounting Policies

The accounting policies of the Organization conform to accounting principles generally accepted in the United States of America as applicable to non-profit organizations except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. The governing board has designated, from net assets without donor restrictions, certain reserves for building improvements and for providing financial assistance to clients in need.

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. 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.

Recognition of Contributions and Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. The Organization reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions

are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, cash and equivalents consist of demand deposits, cash on hand and all highly liquid investments comprised solely of certificates of deposit with a maturity of 90 days or less.

Investments

Investments, if any, consist of money market mutual funds and certificates of deposit with original maturities of more than 90 days, but less than one year, and are carried at fair value.

Concentrations of Credit Risk

The Organization maintains its cash in various financial institutions located in New Hampshire. At times, these balances may exceed federal insured limits. As of June 30, 2024 and 2023, deposits with financial institutions were fully insured. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant custodial credit risk on these cash and cash equivalents deposits.

Accounts Receivable

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional. All accounts receivable are considered collectible and expected to be received within one year.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Organization's policy is to capitalize expenditures for major improvements and to charge to operations currently for expenses which do not extend the lives of related assets in the period incurred. The provision for depreciation is determined by the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	Years
Building and improvements	5 - 39
Equipment	3 - 10
Furniture and fixtures	5 - 10

Accrued Vacation

Full-time personnel accrue paid vacation at the rate of 10-15 working days per year. Part-time employees earn vacation time on a pro-rata basis.

Revenue and Revenue Recognition

The Organization recognizes contributions, donations and miscellaneous income when cash 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 also has revenue derived from cost-reimbursable federal and state contracts and grants, which are conditional upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue without donor restrictions when the Organization has met those performance requirements or incurred expenditures in compliance with the specific contract or grant provisions. Amounts received prior to meeting performance requirements or incurring qualifying expenditures are reported as either advances from grantors or revenue with donor restrictions, dependent upon contribution terms and conditions. Amounts not yet received, but already awarded are recorded as grants and contracts receivable.

The Organization recognizes revenue from contracts with customers in the form of charges for health aid and homemaker services when those services are provided to an individual not otherwise eligible for services covered by a Social Program or other external funding source, commonly referred to as "private-pay."

Health Aide and Homemaker Services

Charges for private-pay health aide and homemaker services are invoiced monthly. Charges are based on fixed fees dependent on the type of service provided, and do not incorporate variable consideration. The Organization recognizes revenue for health aide and homemaker services at the point in time when services are provided. The Organization recognizes accounts receivable for services provided in advance of payment being received.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked (time and effort). The expenses that are allocated include payroll taxes, employee benefits and employer expenses, building occupancy, insurance, dues and memberships, supplies, telephone services, training, and postage, which are all allocated on the basis of time and effort, as noted previously. During the year ended June 30, 2024, the Organization allocated indirect expenses for Homemaker, Health Aid, and Home Community Based Care at rates of 75%, 14% and 11%, respectively. During the year ended June 30, 2023, the Organization allocated indirect expenses for Homemaker, Health Aid, and Home Community Based Care at rates of 63%, 20% and 17%, respectively.

Credit Loss Expense

The Organization uses the reserve method for accounting for credit losses. No allowance for credit losses has been recorded as of June 30, 2024 and 2023, because management believes that all outstanding receivables are fully collectable. No amounts were recognized as credit loss expense for the years ended June 30, 2024 and 2023.

Income Taxes

The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Organization has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS.

FASB Accounting Standards Codification Topic 740 entitled Accounting for Income Taxes requires the Organization to report uncertain tax positions for financial reporting purposes. The Organization had no uncertain tax positions as of June 30, 2024 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements. The Organization is subject to unrelated business income taxes (UBI) on its rental income, net of related expenses.

Fair Value of Financial Instruments

Cash, accounts receivable, accounts payable, accrued expenses and other liabilities are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts which could be realized upon immediate liquidation.

Pervasiveness of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. Accordingly, actual results could differ from those estimates.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on net assets as previously reported.

NOTE 2—ADOPTION OF ACCOUNTING STANDARDS

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses* (Topic 326). The objective of Topic 326 is to provide useful information for decision making, by considering expected credit losses on financial instruments. It requires financial assets which are measured on an amortized cost basis to be presented at the net amount expected to be collected. The adoption did not have a material

impact on the Organization's statements of financial position, activities, functional expenses, or the statements of cash flows.

NOTE 3—LIQUIDITY AND AVAILABILITY

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing programs and activities as well as the conduct of services undertaken to support those activities to be general expenditures.

The following table reflects the Organization's financial assets as of June 30, 2024 and 2023, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor and other restrictions or internal board designations. In the event the need arises to utilize the board designated reserve funds for liquidity purposes, the reserves could be drawn upon through approval by the Board of Directors.

Financial assets available for general expenditure within one year of the statement of financial position date, comprise the following:

	2024	2023
Cash and cash equivalents	$ 138,620	$ 154,792
Investments	141,879	189,923
Accounts receivable	89,889	73,320
Total Financial Assets	370,388	418,035
Less:		
Net assets with donor restrictions	(20,000)	-
Board designated reserves	(2,906)	(62,664)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	$ 347,482	$ 355,371

NOTE 4—INVESTMENTS

Fair Value Measurements

The Organization reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820) which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1: Inputs to the valuation methodology are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2: Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities that are not active;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

Certificates of Deposit: Valued at acquisition cost which approximates fair value.

Money market mutual Funds: Valued at closing price reported on the active market on which the individual securities are traded.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Organization's assets at fair value:

Assets at Fair Value as of June 30, 2024

	Level 1	Level 2	Level 3	Total
Certificates of deposit		$ 90,482		$ 90,482
Money market mutual funds	$ 51,397			51,397
Total assets at fair value	$ 51,397	$ 90,482	$ -	$ 141,879

Assets at Fair Value as of June 30, 2023

	Level 1	Level 2	Level 3	Total
Certificates of deposit		$ 116,739		$ 116,739
Money market mutual funds	$ 73,184			73,184
Total assets at fair value	$ 73,184	$ 116,739	$ -	$ 189,923

NOTE 5—ECONOMIC DEPENDENCE

The Organization's primary source of revenues are fees and grants received from the State of New Hampshire and Medicaid reimbursements of $767,143, and $742,468, for the years ended June 30, 2024 and 2023, respectively. Revenue is recognized as conditions are met under the terms of the agreements on a units of service basis. As of June 30, 2024, funding from the State of New Hampshire has been approved through June 30, 2025. Other support originates as allocations from United Way, charges for services for home community-based care programs and private charges for services, contributions and other income.

NOTE 6—ACCRUED EXPENSES

Accrued expenses consist of the following at June 30:

	2024	2023
Accrued payroll and taxes	$ 15,625	
Accrued vacation	20,858	$ 17,379
Other		54
	$ 36,483	$ 17,433

NOTE 7—NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions as of June 30, 2024 were comprised of $20,000 in support of Health Force IDEA project.

NOTE 8—REVENUE FROM CONTRACTS WITH CUSTOMERS

The following tables provide information about balances of receivables, contract assets and contract liabilities associated with contracts with customers for the years ended June 30, 2024 and 2023:

	Receivables	Contract Assets	Contract Liabilities
June 30, 2024	$ 3,088	$ -	$ -
June 30, 2023	$ 1,474	$ -	$ -
June 30, 2022	$ 2,804	$ -	$ -

NOTE 9—RETIREMENT PLAN

The Organization offers a defined contribution retirement program (Simple IRA plan) to its employees. The Organization contributes up to 3% of employee wages, for employees enrolled in the plan. Pension plan expenses for the years ended June 30, 2024 and 2023 were $12,103 and $13,567, respectively.

NOTE 10—IN-KIND SERVICES

The Organization received $2,865 and $2,080 for in-kind services for professional services for the years ended June 30, 2024 and 2023, respectively. Contributed services are valued at the estimated fair values based on current rates for similar services. Expenses associated with these contributed services have been classified as "Professional fees" and allocated on the same basis as similar expenses within the statement of functional expenses.

NOTE 11—CONTINGENCIES

Grants require fulfillment of certain conditions as set forth in the terms of the grant contract. Failure to fulfill grant conditions could result in the return of the funds to grantors. Although that is a possibility, the Board deems the contingency remote, since by accepting the gifts and their applicable terms it has accommodated the objectives of the Organization to the provisions of the gift.

NOTE 12—SUBSEQUENT EVENTS

Subsequent events have been evaluated through January 15, 2025 which is the date the financial statements were available to be issued.

Androscoggin Valley Home Care Services

795 Main Street, Berlin NH 03570 (603) 752-7505

Board of Directors

Louise Valliere, Chair/President BS, RN

[redacted]

Laurie Bryant, RN, Vice Chair/Pres

[redacted]

Karen Eichler, RN, Treasurer

[redacted]

Margaret McClellan

[redacted]

Cindy Morin

[redacted]

Candice Santy

[redacted]

Joann L'Heureux, BS, RN

[redacted]

Meredith Steady

[redacted]

Daniel Blais

[redacted]

AVHCS Executive Director:
Margo Sullivan

[redacted]

Margo Carmela Sullivan, BSN

[redacted]

Employment

August-November 2019 **Public Health Coordinator**
Littleton NH **North Country Health Consortium**

Coordinated public health activities for the North Country assuring timely response to regional needs and State mandates. Assured grant priorities relative to Lead Poisoning Prevention, Hepatitis A Prevention, School Based Flu Clinic coordination, Medical Reserve Corps volunteer recruitment and management, Young Adult Strategy training, and Public Health Advisory Council facilitation.

January-August 2019 **Integrated Delivery Network QI Coach**
Littleton, NH **North Country Health Consortium**

Collaborated with partners in Region7 Integrated Delivery Network to articulate goals and track achievement of milestones as outlined in grant requirements. Coordinated Critical Time Intervention trainings and meetings for statewide regional CTI partners and Region 7 CTI Mini Learning Collaborative.

September 2016-December 2018 **TCPI Practice Facilitator**
Littleton, NH **North Country Health Consortium**

Assured that QI projects were identified and implemented in NH Seacoast ambulatory practices so as to meet their milestones as required by the Transforming Clinical Practice Initiative, aiming to prepare the practices for imminent value- based reimbursement.

2001-2016 **Executive Director** **A.V. Home Care Services**
Berlin, NH

Advanced the charitable mission of AVHCS as a non-Medicare certified home care agency while assuring fiscal, regulatory, administrative and clinical integrity of the organization and its programs. Worked effectively with staff, key stakeholders and partners in multiple sectors over time, building rapport and trust.

1997-2001 **Nurse Supervisor** **A.V. Home Care Services**

Assured staff compliance with agency policies and procedures, as well as Medicare home health standards of care for contracted LNA services.

1993-1997 Director of Nursing St. Vincent de Paul Nursing Home
Berlin, NH

Directed nursing services for 80- bed, Medicare/Medicaid Certified Long- Term Care facility, assuring regulatory compliance and quality of care.

1990-1993 Nurse Consultant IMED Corporation
San Diego, CA

Utilized infusion expertise to assist sales force in their hospital evaluations and/or installations of new IV equipment, consulting on clinical applications across the US and Canada. Trained hospital staff in both large and small settings employing Train-the-Trainer strategies. Wrote clinical briefs for sales force.

1982-1990 Nurse Manager Denver Children's Hospital
Denver, CO

Supervised more than 80 all- RN staff on a medical/surgical/infectious disease unit in regional teaching hospital. Key resource for medical students and residents. Facilitated inter-departmental nursing coordination of services, managed patient isolation per protocol, completed Quality reporting. Researched and instructed nursing staff on different strains of meningitis, implications for care and follow up.

1980-1982 Staff Nurse Denver Children's Hospital

Provided patient care for infants and toddlers in a team based nursing setting, functioning as unit charge nurse as assigned on 44 bed medical/surgical/infectious disease unit. Trained a

Education

1974-1979 University of New Hampshire Bachelor of Science: Nursing
Durham, NH Minor: English Literature

1970-1974 Berlin High School High School Diploma
Berlin, NH

Summer 1973 Phillips Exeter Academy
Advanced Study: Logic, Anatomy and Physiology, Literature

Barbara Patry

Objective

To secure a challenging and responsible position that will allow me to utilize my accounting experience and supervisory skills.

Summary or Qualifications

Nearly 20 years of experience as a professional manager.

Vast knowledge of Microsoft Excel & Word.

Work on and proficient with ADP Dealer Service system and ADP Inc. payroll system.

Work on and proficient with DealerTrack service system.

Work on and proficient with QuickBooks system.

Function well both independently and as a team player; calm under pressure.

Goal-oriented individual with strong leadership capabilities.

Organized and efficient; productive in fast-paced, high pressure atmosphere.

Self-motivated; able to set effective priorities and meet impractical deadlines.

Experience

FINANCE DIRECTOR | A. V. HOME CARE SERVICES | DECEMBER 2017-PRESENT

Provide professional finance management service for A. V. Home Care Services. Manage finances and bookkeeping for company.

EXECUTIVE ASSISTANT | NORDIC CONSTRUCTION SERVICES | MARCH 2017-DECEMBER 2017

Provide professional management service for Construction Company. Manage all finances and bookkeeping for company. Responsible for all daily accounting and cash reconciliations. Perform all aspects of HR to include payroll processing. Responsible for providing owner with a daily operating cash report.

OFFICE MANAGER | AUTONORTH PREOWNED SUPERSTORE | JULY 2011-MARCH 2017

Provide professional management service for entire auto dealership. Manage all finances and bookkeeping for company as well as supervise office personnel. Responsible for execution of aspects of accounting to include AR/AP, cash reconciliations, processing of deals and sales commissions. Perform all facets of HR to include payroll processing, associated tax preparation and submission and benefit management. Responsible for creation and calculation of daily operating cost reports and preparation of monthly financial statements.

DEPARTMENT SUPERVISOR | DSD MANAGEMENT INC | MARCH 1988-JULY 2017

- ***Provide professional management service for entire Berlin City Dealership auto group.*** Manage mortgages for complete auto group, record dividend payments monthly from all associated companies to parent company. Responsible for allocating a portion of company-wide expenses incurred, i.e. data processing expenses, legal expenses, etc., to individual locations. Oversee advertising department and IT department both of which provide service for entire company.
- **Office Accounting** -Responsible for all aspects of accounting in fast paced office environment. Duties include, but not limited to daily bank reconciliations, daily online ACH transfers & wire transfers, accounts payable duties including shopping prices, purchasing and payment to all vendors, accounts receivable, Coop advertising reimbursements, demo logs, general journal entries, maintenance of DOC, and creation of white books.
- **Payroll** -Accountable for all phases of the payroll process. Duties include inputting weekly payroll, performing all aspects of Human Resource from maintaining insurances, time cards and employee personnel files to generating entire auto group's 401k weekly file transfer.
- **Warranty Processing** -First Extended Service Contract warranty maintenance. These duties include submission of final document to service department vendor, processing of service contract cancellations when notified by appropriate party, and input of all authorized claims associated with the service contract.

COORDINATOR | NORTH COUNTRY WEEKLY | 1987-1988

Responsible for calculating prices of ads for various sizes & rates.
Coordinated creation of ads with actual layout in the newspaper in a timely manner.
Responsible for servicing customers by telephone or on site.

CREW CHIEF | MCDONALD'S RESTAURANT | 1982-1987

Trained and supervised new employees. Ran shifts-interacted with employees and guests.

BOOKKEEPER | WILFRED'S RESTAURANT | 1987

Accountable for all aspects of record keeping including, but not limited to; payroll calculation, tax payments, checking account reconciliations, placing supply orders, AP and AR.

RIDE OPERATOR | STORYLAND | 1980-1981

Education

US ARMY RESERVE 1986-1988, PFC, MILITARY POLICE

NHCTC, BERLIN NH 1985-1986, INTENDED MAJOR MID-MANAGEMENT

UNIVERSITY OF VERMONT, BURLINGTON VT 1983-1984 INTENDED MAJOR PHYSICAL THERAPY

BERLIN HIGH SCHOOL, BERLIN NH 1983 GRADUATE

[redacted]

MICHELLE LIBBY

[redacted]

OBJECTIVE

Established positive rapport with alumni by speaking clearly, actively engaging in conversation and asking open-ended questions. Dependable Experienced with excellent client and project management skills. Action-orientated with strong ability to communicate effectively with technology, executive, and business audiences. Enthusiastic, versatile, and flexible positive relationship builder seeking to leverage background into a project specialist of global sales operations role with a progressive organization.

SKILLS & ABILITIES

Extremely organized

Data Entry

Conflict Resolution

EXPERIENCE

March 1994 to June 2002

Waitress/ Manager- Loaf Around Bakery- Gorham NH

- Attended to new customers quickly to inquire about drinks, offer specials knowledge and build positive connections for meal satisfaction.
- Manage cash register, bookkeeping, inventory, Assign other employees to job duties.
- Stocking, inventory, cleaning, preparation

May 2003 to November 2010

LNA – Coos County Nursing Home Berlin, NH

- Assist residents with bathing, grooming, dressing and feeding
- Work with and under the supervision of a Registered Nurse
- Documentation of clients condition and also what tasks were completed while on duty.

November 2016 to September 2022

Homemaker – Androscoggin Valley Home Care Services Berlin NH

- Assist clients with cleaning, daily household tasks, shopping, errands
- Report to nursing staff and abnormal behaviors
- Document tasks done, mandated reporter for clients well being

Lauren M Cosgrove

Work Experience

RN Staff Nurse
Morrison Nursing Home - Whitefield, NH
January 2023 to Present

Primary nurse on A wing, dementia floor.

RN Clinical Assessor
Choices for Independence (CFI) for State of New Hampshire and Medicaid
December 2021 to Present

Nursing assessment for eligibility for Choices for Independence (CFI) for State of New Hampshire and Medicaid

RN Staff Nurse
Layfette Nursing Center Franconia - Franconia, NH
May 2022 to July 2022

Travel RN staff nurse. Performed nursing care for short-term and long-term floor including (but not limited to) medication administration, ordering and proper disposal; wound care - monitoring/skin assessment, cleansing and dressing changes; Assessment of VS, all systems and cognitive function related to diagnosis; Diabetic management - blood sugar levels; signs/symptoms hyper/hypoglycemia; insulin administration per sliding scale/as ordered; Obtaining MD orders as needed; EMR system; Weekly skilled assessments per protocol; LNA supervision.

Pediatric Home Health RN
Maxim Healthcare Group - Manchester, NH
June 2021 to December 2021

Pediatric RN
Premie
Vent and trach dependent
GT dependent/NPO
Inline suction prn
Overall care and development

Travel RN
Caledonia Home Health and Hospice - Saint Johnsbury, VT
December 2019 to May 2021

Travel RN/Adult Home Healthcare Skilled Visits

Patient assessment/care
Wound care/Wound Vac
PICC line
PleurX Drainage System
GT/Enteral feeds
Catheterization
Colostomy
Medication reconciliation/administer/order/set up
Administer Flu vaccine
Phlebotomy
Oasis/POC
Education and support to patient/family
Work/POC with interdisciplinary professionals
- Worked directly with physicians, social workers, pharmacists, patient and physicians, therapists and agency professionals
- Collected and interpreted patient data
- Administered medication and treatments
- Delivered patient/family education
- Facilitated the plan of care
- Formulated and evaluated health care plans
- Admit patients

RN Pediatric Block Time-Chronically Ill

Commomwealth Clinical Services - Winthrop, MA
August 2017 to December 2019

Patient assessment/Total care
485/patient clinical summary
GT/Enteral feeds
Skin/Wound care
Respiratory therapy/CPT
Medication administration/reconciliation
Education and Support of family

- Worked directly with physicians, social workers, pharmacists, patient and physicians, therapists and agency coordinators
- Collected and interpreted patient data
- Administered medication and treatments
- Delivered patient education
- Facilitated the plan of care
- Formulated and evaluated health care plans

RN Pediatric Block Time/Chronically Ill

Northeast Arc - Danvers, MA
March 2004 to December 2019

Job Specifications
RN-Block Time-Home Care Pediatric/Skilled Visits Adult
Case Management/485/Patient clinical summary
Patient assessment/Total care

GT/Enteral feeds
Skin/Wound care
Catheterization
Respiratory therapy/CPT
Medication administration/reconciliation
Education and Support of family

• Worked and managed monthly schedule, hiring and training of nurses for family of two chronically ill children for eighteen years.
• Worked directly with physicians, social workers, pharmacists, patient and physicians, therapists and agency coordinators
• Provided nursing care for up to 3 patients per shift
• Collected and interpreted patient data
• Administered medication and treatments
• Delivered patient education
• Facilitated the plan of care
• Formulated and evaluated health care plans

RN Pediatrics Block Time Chronically Ill
Patient assessment/Total care
March 1997 to March 2004

485/Patient clinical summary
Patient assessment/Total care
GT/Enteral feeds
Skin/Wound care
Respiratory therapy/CPT
Medication administration/reconciliation
Education and Support of family

RN Staff Nurse
Sub-acute Unit - Wilmington, MA
September 1996 to May 1997

Job Specifications
Sub-acute Unit- 58 bed unit
Patient Assessment/Care
Medication Administration/IV Therapy/TPN
Skin/Wound Care
Education/Support to patient/family
Medication ordering
• Worked directly with physicians, patient and physicians, therapists and pharmacists
• Collected and interpreted patient data
• Facilitated the plan of care
• Administered medication and treatments

Primary Charge Nurse/RN/Geriatric/Psychiatric
Simmons Nursing Home, Inc - Billerica, MA
August 1995 to August 1996

Job Specifications:

Geriatric and Psychiatric Nursing Home
Primary Charge RN/Supervision of staff/Scheduling
Patient Assessment/Care
Medication Administration
Diabetic Assessment & insulin administration
Respiratory Assessment/Care
Phlebotomy
Skin/Wound Care

Education

Diploma in Nursing in Nursing
Lawrence Memorial School of Nursing/Regis College - Medford, MA
September 1992 to June 1995

Nursing Licenses

RN
Expires: January 2025
State: NH

Skills

- Home Health
- RN
- Staff Nurse
- Primary Care Experience
- English
- Nursing
- Medication Administration
- Vital Signs (10+ years)
- Home care
- EMR Systems
- Patient monitoring
- Phlebotomy
- Supervising Experience
- Discharge planning
- Laboratory Experience
- Patient Care
- Travel nursing
- Pediatrics
- Tube feeding

- Care plans
- Acute care

Certifications and Licenses

RN

BLS Certification

CPR Certification

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: Androscoggin Valley Home Care Services

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Margo Sullivan	Executive Director	$9,830.00	$75,621.00
Barbara Patry	Finance Director	$9,252.00	$71,175.00
Michelle Libby	Client Services Coordinator	$20,592.00	$42,900.00
Lauren Cosgrove	RN Supervisor	$28,860.00	$57,720.00
		$0.00	$0.00

ARC

30A

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 26, 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 of Long Term Supports and Services, to amend existing contracts with the Contractors listed below to continue to provide In-Home Care, Home Health Aide, and Nursing services, by exercising a contract renewal option by increasing the total price limitation by $12,051,987.36 from $12,332,731.74 to $24,384,719.10 and by extending the completion dates from June 30, 2024 to June 30, 2026, effective July 1, 2024, upon Governor and Council approval. 59% Federal Funds. 41% General Funds.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Androscoggin Valley Home Care Services Berlin, NH	157347	Coos County	$1,269,189.74	$1,237,459.40	$2,496,649.14	O: 6/29/22, Item #47 A1: 6/28/23, Item #62
Area HomeCare Family Services, Inc. Portsmouth, NH	166931	Rockingham County	$2,636,184.00	$2,621,216.00	$5,257,400.00	O: 6/29/22, Item #47 A1: 6/28/23, Item #62
Easter Seals New Hampshire, Inc. Manchester, NH	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	$1,567,704.00	$1,537,689.92	$3,105,393.92	O:6/29/22, Item #47 A1: 6/28/23, Item #62
Lakes Region Community Services Council Laconia, NH	177251	Belknap, Grafton and Sullivan Counties	$1,364,856.00	$1,232,096.00	$2,596,952.00	O: 6/29/22, Item #47 A1: 6/28/23, Item #62

Visiting Nurse Home Care & Hospice of Carroll County North Conway, NH	225191	Carroll County	$310,600.00	$295,619.72	$606,219.72	O: 6/29/22, Item #47 A1: 6/28/23, Item #62
VNA at HCS, Inc. Keene, NH	177274	Cheshire County	$1,477,584.00	$1,462,591.60	$2,940,175.60	O: 6/29/22, Item #47 A1: 6/28/23, Item #62
Waypoint Manchester, NH	177166	Hillsborough and Merrimack Counties	$2,902,934.00	$2,872,983.80	$5,775,917.80	O: 6/29/22, Item #47 A1: 6/28/23, Item #62
Cornerstone VNA Rochester, NH	230881	Strafford County	$283,624.00	$268,630.48	$552,254.48	O: 10/19/22, Item #21 A1: 6/28/23, Item #62
Lake Sunapee Community Health Services New London, NH	174248	Sullivan County	$204,532.00	$234,816.00	$439,348.00	O: 10/19/22, Item #21 A1: 6/28/23, Item #62
North Country Home Health & Hospice Agency, Inc. Littleton, NH	154643	Grafton County	$178,272.00	$172,948.44	$351,220.44	O: 10/19/22, Item #21 A1: 6/28/23, Item #62
The Visiting Nurse Association of Franklin Franklin, NH	154177	Belknap and Merrimack Counties	$147,252.00	$115,936.00	$263,188.00	O:10/19/22, Item #21 A1: 6/28/23, Item #62
		Total:	**$12,332,731.74**	**$12,051,987.36**	**$24,384,719.10**	

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to provide In-Home Care, Home Health Aide, and Nursing services statewide to support older, isolated adults, age 60 and older and to adults between the ages of 18 and 59 who have a chronic illness or disability, to live as independently as possible, safely, and with dignity.

The in-home services provided by the Contractors are:

- In-Home Care services: Older Americans Act Title III and Title XX programs, including household maintenance and housekeeping; and meal planning and preparation.
- Home Health Aide services: Assistance with managing individual personal care needs, including bathing and grooming.
- Nursing services: Providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties, including assistance with preparing and administering medications, providing health evaluations, and developing health and wellness plans.

Approximately 3,320 individuals will be served during State Fiscal Years 2025 and 2026.

The Department will monitor services by reviewing quarterly reports submitted by the Contractors and by conducting site/desk reviews, as necessary by the Department.

As referenced in Exhibit A of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, the Department will be unable to provide these services that support older, isolated adults, and adults who have chronic illness or disability with living independently and safely as possible.

Source of Federal Funds: Assistance Listing Number #93.044, FAIN #2201NHOASS & 2301NH0ASS; Assistance Listing Number #93.667, FAIN #2101NHSOSR; Assistance Listing Number #93.044, FAIN 2101NHSSC; Medicaid Enhanced FMAP-ARP.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY- ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADMIN ON AGING SVCS GRANTS (50% Fed 50% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$103,890.22	$0.00	$103,890.22
2024	540-500382	SS Contracts	multiple	$103,890.22	$0.00	$103,890.22
2025	540-500382	SS Contracts	multiple	$0.00	$103,929.70	$103,929.70
2026	540-500382	SS Contracts	multiple	$0.00	$103,929.70	$103,929.70
		Subtotal		$207,780.44	$207,859.40	$415,639.84

Area Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$70,564.00	$0.00	$70,564.00
2024	540-500382	SS Contracts	multiple	$70,564.00	$0.00	$70,564.00
2025	540-500382	SS Contracts	multiple	$0.00	$70,592.00	$70,592.00
2026	540-500382	SS Contracts	multiple	$0.00	$70,592.00	$70,592.00
		Subtotal		$141,128.00	$141,184.00	$282,352.00

Cornerstone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$6,272.00	$0.00	$6,272.00
2024	540-500382	SS Contracts	multiple	$6,272.00	$0.00	$6,272.00
2025	540-500382	SS Contracts	multiple	$0.00	$6,267.24	$6,267.24
2026	540-500382	SS Contracts	multiple	$0.00	$6,267.24	$6,267.24
		Subtotal		$12,544.00	$12,534.48	$25,078.48

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$66,516.00	$0.00	$66,516.00
2024	540-500382	SS Contracts	multiple	$66,516.00	$0.00	$66,516.00
2025	540-500382	SS Contracts	multiple	$0.00	$66,508.96	$66,508.96
2026	540-500382	SS Contracts	multiple	$0.00	$66,508.96	$66,508.96
		Subtotal		$133,032.00	$133,017.92	$266,049.92

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$7,200.00	$0.00	$7,200.00
2024	540-500382	SS Contracts	multiple	$7,200.00	$0.00	$7,200.00
2025	540-500382	SS Contracts	multiple	$0.00	$7,200.00	$7,200.00
2026	540-500382	SS Contracts	multiple	$0.00	$7,200.00	$7,200.00
		Subtotal		$14,400.00	$14,400.00	$28,800.00

Lake Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$90,456.00	$0.00	$90,456.00
2024	540-500382	SS Contracts	multiple	$90,456.00	$0.00	$90,456.00
2025	540-500382	SS Contracts	multiple	$0.00	$90,464.00	$90,464.00
2026	540-500382	SS Contracts	multiple	$0.00	$90,464.00	$90,464.00
		Subtotal		$180,912.00	$180,928.00	$361,840.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$33,384.00	$0.00	$33,384.00
2024	540-500382	SS Contracts	multiple	$33,384.00	$0.00	$33,384.00
2025	540-500382	SS Contracts	multiple	$0.00	$33,392.00	$33,392.00
2026	540-500382	SS Contracts	multiple	$0.00	$33,392.00	$33,392.00
		Subtotal		$66,768.00	$66,784.00	$133,552.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget

2023	540-500382	SS Contracts	multiple	$76,532.00	$0.00	$76,532.00
2024	540-500382	SS Contracts	multiple	$76,532.00	$0.00	$76,532.00
2025	540-500382	SS Contracts	multiple	$0.00	$76,522.22	$76,522.22
2026	540-500382	SS Contracts	multiple	$0.00	$76,522.22	$76,522.22
		Subtotal		$153,064.00	$153,044.44	$306,108.44

Visiting Nurse KCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$39,800.00	$0.00	$39,800.00
2024	540-500382	SS Contracts	multiple	$39,800.00	$0.00	$39,800.00
2025	540-500382	SS Contracts	multiple	$0.00	$39,809.86	$39,809.86
2026	540-500382	SS Contracts	multiple	$0.00	$39,809.86	$39,809.86
		Subtotal		$79,600.00	$79,619.72	$159,219.72

VNA at KCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$16,548.00	$0.00	$16,548.00
2024	540-500382	SS Contracts	multiple	$16,548.00	$0.00	$16,548.00
2025	540-500382	SS Contracts	multiple	$0.00	$16,543.80	$16,543.80
2026	540-500382	SS Contracts	multiple	$0.00	$16,543.80	$16,543.80
		Subtotal		$33,096.00	$33,087.60	$66,183.60

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$239,515.00	$0.00	$239,515.00
2024	540-500382	SS Contracts	multiple	$239,515.00	$0.00	$239,515.00
2025	540-500382	SS Contracts	multiple	$0.00	$239,531.90	$239,531.90
2026	540-500382	SS Contracts	multiple	$0.00	$239,531.90	$239,531.90
		Subtotal		$479,030.00	$479,063.80	$958,093.80
		Total		$1,501,394.44	$1,501,523.36	$3,002,917.80

06-65-48-481010-9258 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY- ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT (60% Fed 40% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$514,800.00	$0.00	$514,800.00
2024	543-500385	Adult In Home Care	48130098	$514,800.00	$0.00	$514,800.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$514,800.00	$514,800.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$514,800.00	$514,800.00
		Subtotal		$1,029,600.00	$1,029,600.00	$2,059,200.00

Area Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$1,240,008.00	$0.00	$1,240,008.00
2024	543-500385	Adult In Home Care	48130098	$1,240,008.00	$0.00	$1,240,008.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$1,240,016.00	$1,240,016.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$1,240,016.00	$1,240,016.00
		Subtotal		$2,480,016.00	$2,480,032.00	$4,960,048.00

Cornerstone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$128,040.00	$0.00	$128,040.00
2024	543-500385	Adult In Home Care	48130098	$128,040.00	$0.00	$128,040.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$128,048.00	$128,048.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$128,048.00	$128,048.00
		Subtotal		$256,080.00	$256,096.00	$512,176.00

Essex Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$702,336.00	$0.00	$702,336.00
2024	543-500385	Adult In Home Care	48130098	$702,336.00	$0.00	$702,336.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$702,336.00	$702,336.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$702,336.00	$702,336.00
		Subtotal		$1,404,672.00	$1,404,672.00	$2,809,344.00

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$50,780.00	$0.00	$50,780.00
2024	543-500385	Adult In Home Care	48130098	$50,780.00	$0.00	$50,780.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$50,768.00	$50,768.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$50,768.00	$50,768.00
		Subtotal		$101,520.00	$101,536.00	$203,056.00

Lake Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$569,472.00	$0.00	$569,472.00
2024	543-500385	Adult In Home Care	48130098	$569,472.00	$0.00	$569,472.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$525,584.00	$525,584.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$525,584.00	$525,584.00
		Subtotal		$1,138,944.00	$1,051,168.00	$2,190,112.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$48,132.00	$0.00	$48,132.00
2024	543-500385	Adult In Home Care	48130098	$48,132.00	$0.00	$48,132.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$84,016.00	$84,016.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$84,016.00	$84,016.00
		Subtotal		$96,264.00	$168,032.00	$264,296.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$1,956.00	$0.00	$1,956.00
2024	543-500385	Adult In Home Care	48130098	$1,956.00	$0.00	$1,956.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$9,952.00	$9,952.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$9,952.00	$9,952.00
		Subtotal		$3,912.00	$19,904.00	$23,816.00

Visiting Nurse HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$108,000.00	$0.00	$108,000.00
2024	543-500385	Adult In Home Care	48130098	$108,000.00	$0.00	$108,000.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$108,000.00	$108,000.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$108,000.00	$108,000.00
		Subtotal		$216,000.00	$216,000.00	$432,000.00

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$714,744.00	$0.00	$714,744.00
2024	543-500385	Adult In Home Care	48130098	$714,744.00	$0.00	$714,744.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$714,752.00	$714,752.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$714,752.00	$714,752.00
		Subtotal		$1,429,488.00	$1,429,504.00	$2,858,992.00

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$1,196,952.00	$0.00	$1,196,952.00
2024	543-500385	Adult In Home Care	48130098	$1,196,952.00	$0.00	$1,196,952.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$1,196,960.00	$1,196,960.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$1,196,960.00	$1,196,960.00
		Subtotal		$2,393,904.00	$2,393,920.00	$4,787,824.00
		Total		$10,550,400.00	$10,550,464.00	$21,100,864.00

05-95-48-481010-2538 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY- ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, GENERAL FUND MATCH FOR ARPA (85% Fed 15% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	$15,000.00	$0.00	$15,000.00

		Subtotal		$15,000.00	$0.00	$15,000.00

Area Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	$15,000.00	$0.00	$15,000.00
		Subtotal		$15,000.00	$0.00	$15,000.00

Cornerstone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$8,000.00	$0.00	$8,000.00
2024	540-500382	SS Contracts	48130619	$7,000.00	$0.00	$7,000.00
		Subtotal		$15,000.00	$0.00	$15,000.00

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	$30,000.00	$0.00	$30,000.00
		Subtotal		$30,000.00	$0.00	$30,000.00

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$16,000.00	$0.00	$16,000.00
2024	540-500382	SS Contracts	48130619	$14,000.00	$0.00	$14,000.00
		Subtotal		$30,000.00	$0.00	$30,000.00

Lake Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	$45,000.00	$0.00	$45,000.00
		Subtotal		$45,000.00	$0.00	$45,000.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$8,000.00	$0.00	$8,000.00
2024	540-500382	SS Contracts	48130619	$7,000.00	$0.00	$7,000.00
		Subtotal		$15,000.00	$0.00	$15,000.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$8,000.00	$0.00	$8,000.00
2024	540-500382	SS Contracts	48130619	$7,000.00	$0.00	$7,000.00
		Subtotal		$15,000.00	$0.00	$15,000.00

Visiting Nurse HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$0.00	$0.00	$0.00
2024	540-500382	SS Contracts	48130619	$15,000.00	$0.00	$15,000.00
		Subtotal		$15,000.00	$0.00	$15,000.00

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	$15,000.00	$0.00	$15,000.00
		Subtotal		$15,000.00	$0.00	$15,000.00

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	$30,000.00	$0.00	$30,000.00
		Subtotal		$30,000.00	$0.00	$30,000.00
		Total		$240,000.00	$0.00	$240,000.00

05-95-93-930010-2806 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF DEVELOPMENTAL SVCS: HCBS ENHANCED FMAP-ARP (100% Fed)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	102-500731	Contracts for Program Svs	93009020	$8,809.30	$0.00	$8,809.30
		Subtotal		$8,809.30	$0.00	$8,809.30

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	102-500731	Contracts for Program Svs	93009020	$1,332.00	$0.00	$1,332.00
		Subtotal		$1,332.00	$0.00	$1,332.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	102-500731	Contracts for Program Svs	93009020	$26,500.00	$0.00	$26,500.00
		Subtotal		$26,500.00	$0.00	$26,500.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	102-500731	Contracts for Program Svs	93009020	$6,296.00	$0.00	$6,296.00
		Subtotal		$6,296.00	$0.00	$6,296.00
		Total		$40,937.30	$0.00	$40,937.30

		Grand Total		$12,332,731.74	$12,051,987.36	$24,384,719.10

State of New Hampshire
Department of Health and Human Services
Amendment #2

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #47), as amended on June 28, 2023 (Item #62), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, 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 1.7, Completion Date, to read:

   June 30, 2026

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,496,649.14

3. Modify Exhibit C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by:

      1.1. 58.59% Federal funds:

         1.1.1. 8.32% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, ALN 93.044, FAIN 2201NHOASS and 2301NHOASS;

         1.1.2. 49.49% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR;

         1.1.3. .51% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC6; and

         1.1.4. .27% Enhanced FMAP-ARP, as awarded by Centers for Medicare & Medicaid Services.

      1.2. 41.41% General funds.

4. Modify Exhibit C, Payment Terms, Section 3, lead in paragraph only, to read:

   3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1, Amendment #2, Rate Sheet.

5. Modify Exhibit C-1, Amendment #1, Rate Sheet, by replacing it in its entirety with Exhibit C-1, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective 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

4/25/2024
Date

DocuSigned by:
Melissa Hardy
1323A24040DF495...

Name: Melissa Hardy
Title: Director, DLTSS

Androscoggin Valley Home Care Services

4/24/2024
Date

DocuSigned by:
Margo Sullivan
7B1FC1228E8C4F2...

Name: Margo Sullivan
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/30/2024
Date

DocuSigned by:
Robyn Guarino
74873484494 1480...
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:

Exhibit C-1, Amendment #2, Rate Sheet

Adult In-Home Care - Androscoggin Valley Home Care Services

7/1/2022 through 06/30/2023 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service.
Title XX In Home Services	1/2 Hour	42,900	$12.00	$514,800.00
Title IIIB In Home Services	1/2 Hour	5,000	$12.00	$60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,399	$16.00	$38,384.00
Title IIIB Nursing	1/2 Hour	214	$25.73	$5,506.22
	Subtotal	50,513		$618,690.22

7/1/2023 through 06/30/2024 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	42,900	$12.00	$514,800.00
Title IIIB In Home Services	1/2 Hour	5,000	$12.00	$60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,399	$16.00	$38,384.00
Title IIIB Nursing	1/2 Hour	214	$25.73	$5,506.22
HCBS ARP In Home Services	1/2 Hour	354	$12.00	$4,248.00
HCBS ARP Home Health Aide	1/2 Hour	144	$16.00	$2,304.00
HCBS ARP Nursing	1/2 Hour	10	$25.73	$257.30
	Subtotal	51,021		$625,499.52

7/01/2024 through 06/30/2025 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	32,175	$16.00	$514,800.00
Title IIIB In Home Services	1/2 Hour	3,750	$16.00	$60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,315	$16.58	$38,382.70
Title IIIB Nursing	1/2 Hour	86	$64.50	$5,547.00
	Subtotal	38,326		$618,729.70

7/01/2025 through 06/30/2026 Service Units

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service.
Title XX In Home Services	1/2 Hour	32,175	$16.00	$514,800.00
Title IIIB In Home Services	1/2 Hour	3,750	$16.00	$60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,315	$16.58	$38,382.70
Title IIIB Nursing	1/2 Hour	86	$64.50	$5,547.00
	Subtotal	38,326		$618,729.70
	Overall Total	178,186		$2,481,849.14

Contractor Initials MCS
Date 4/24/2024

GAC

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 9, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into amendments to existing contracts with the Contractors listed below to increase funding to continue In-Home Care, Home Health Aide, and Nursing services by increasing the total price limitation by $240,937.30 from $12,091,794.44 to $12,332,731.74 with no change to the contract completion dates of June 30, 2024, effective July 1, 2023, upon Governor and Council approval. 87.55% Federal Funds. 12.45% General Funds.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Androscoggin Valley Home Care Services (Berlin, NH)	157347	Coos County	$1,237,360.44	$21,809.30	$1,259,169.74	O: 6/29/22, Item #47
Area HomeCare Family Services, Inc. (Portsmouth, NH)	166931	Rockingham County	$2,621,184	$15,000	$2,636,184	O: 6/29/22, Item #47
Easter Seals New Hampshire, Inc. (Manchester, NH)	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	$1,537,704	$30,000	$1,567,704	O: 6/29/22, Item #47
Lakes Region Community Services Council (Laconia, NH)	177251	Belknap, Grafton and Sullivan Counties	$1,318,856	$45,000	$1,364,856	O: 6/29/22, Item #47

Visiting Nurse Home Care & Hospice of Carroll County (North Conway, NH)	225191	Carroll County	$295,600	$15,000	$310,600	O: 6/29/22, Item #47
VNA at HCS, Inc. (Keene, NH)	177274	Cheshire County	$1,462,584	$15,000	$1,477,584	O: 6/29/22, Item #47
Waypoint (Manchester, NH)	177166	Hillsborough and Merrimack Counties	$2,872,934	$30,000	$2,902,934	O: 6/29/22, Item #47
Cornerstone VNA (Rochester, NH)	230881	Strafford County	$276,624	$7,000	$283,624	O: 10/19/22, Item #21
Lake Sunapee Community Health Services (New London, NH)	174248	Sullivan County	$171,032	$33,500	$204,532	O: 10/19/22, Item #21
North Country Home Health & Hospice Agency, Inc. (Littleton, NH)	154643	Grafton County	$164,976	$13,296	$178,272	O: 10/19/22, Item #21
The Visiting Nurse Association of Franklin (Franklin, NH)	154177	Belknap and Merrimack Counties	$131,920	$15,332	$147,252	O: 10/19/22, Item #21
		Total:	**$12,091,794.44**	**$240,937.30**	**$12,332,731.74**	

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide additional funding to support the continuation of In-Home Care, Home Health Aide, and Nursing services statewide, as well as to provide additional Title III American Rescue Plan Act (ARPA) funding to support post-pandemic programmatic needs to provide these supportive services to our most vulnerable populations.

Approximately 3,320 individuals will be served during State Fiscal Year 2024.

These in-home services provide assistance with managing individual personal care needs, as well as monitoring health and safety needs of individuals. The additional Title III ARPA funding will maintain the health and safety of individuals by providing health and safety products that the individual can use; as well as by providing additional supports for the staff that are providing the in-home supports and services. The other additional funding will support:

- In-Home Care services: Title III and Title XX programs, including household maintenance and housekeeping; and meal planning and preparation.
- Home Health Aide services: Assistance with managing individual personal care needs, including bathing and grooming.
- Nursing services: Providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties, including assistance with preparing and administering medications, providing health evaluations, and developing health and wellness plans.

The Department will monitor services by reviewing quarterly reports submitted by the Contractors.

Should the Governor and Executive Council not authorize this request the Department will be unable to provide additional funding to support older, isolated, and frail adults, age 60 and older, and adults between the ages of 18 and 59 who have a chronic illness or disability, which may lead to a lack of proper care for this population.

Source of Federal Funds: Assistance Listing Number (ALN) 93.044, FAIN 2101NHSSC6; and Medicaid Enhanced FMAP-ARP.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS (50% Fed 50% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 103,890.22	$ -	$ 103,890.22
2024	540-500382	SS Contracts	multiple	$ 103,890.22	$ -	$ 103,890.22
		Subtotal		$ 207,780.44	$ -	$ 207,780.44

Area HomeCare

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 70,584.00	$ -	$ 70,584.00
2024	540-500382	SS Contracts	multiple	$ 70,584.00	$ -	$ 70,584.00
		Subtotal		$ 141,168.00	$ -	$ 141,168.00

CornerStone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 6,272.00	$ -	$ 6,272.00
2024	540-500382	SS Contracts	multiple	$ 6,272.00	$ -	$ 6,272.00
		Subtotal		$ 12,544.00	$ -	$ 12,544.00

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 66,516.00	$ -	$ 66,516.00
2024	540-500382	SS Contracts	multiple	$ 66,516.00	$ -	$ 66,516.00
		Subtotal		$ 133,032.00	$ -	$ 133,032.00

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 7,200.00	$ -	$ 7,200.00
2024	540-500382	SS Contracts	multiple	$ 7,200.00	$ -	$ 7,200.00
		Subtotal		$ 14,400.00	$ -	$ 14,400.00

Lakes Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 90,456.00	$ -	$ 90,456.00
2024	540-500382	SS Contracts	multiple	$ 90,456.00	$ -	$ 90,456.00
		Subtotal		$ 180,912.00	$ -	$ 180,912.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 33,384.00	$ -	$ 33,384.00
2024	540-500382	SS Contracts	multiple	$ 33,384.00	$ -	$ 33,384.00
		Subtotal		$ 66,768.00	$ -	$ 66,768.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 76,532.00	$ -	$ 76,532.00

2024	540-500382	SS Contracts	multiple	$ 76,532.00	$ -	$ 76,532.00
		Subtotal		$ 153,064.00	$ -	$ 153,064.00

Visiting Nurse HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 39,800.00	$ -	$ 39,800.00
2024	540-500382	SS Contracts	multiple	$ 39,800.00	$ -	$ 39,800.00
		Subtotal		$ 79,600.00	$ -	$ 79,600.00

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 16,548.00	$ -	$ 16,548.00
2024	540-500382	SS Contracts	multiple	$ 16,548.00	$ -	$ 16,548.00
		Subtotal		$ 33,096.00	$ -	$ 33,096.00

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 239,515.00	$ -	$ 239,515.00
2024	540-500382	SS Contracts	multiple	$ 239,515.00	$ -	$ 239,515.00
		Subtotal		$ 479,030.00	$ -	$ 479,030.00
		Total 7872		$ 1,501,394.44	$ -	$ 1,501,394.44

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (60% Fed 40% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 514,800.00	$ -	$ 514,800.00
2024	540-500382	SS Contracts	48130098	$ 514,800.00	$ -	$ 514,800.00
		Subtotal		$ 1,029,600.00	$ -	$ 1,029,600.00

Area HomeCare

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 1,240,008.00	$ -	$ 1,240,008.00
2024	540-500382	SS Contracts	48130098	$ 1,240,008.00	$ -	$ 1,240,008.00
		Subtotal		$ 2,480,016.00	$ -	$ 2,480,016.00

CornerStone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 128,040.00	$ -	$ 128,040.00
2024	540-500382	SS Contracts	48130098	$ 128,040.00	$ -	$ 128,040.00
		Subtotal		$ 256,080.00	$ -	$ 256,080.00

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 702,336.00	$ -	$ 702,336.00
2024	540-500382	SS Contracts	48130098	$ 702,336.00	$ -	$ 702,336.00
		Subtotal		$ 1,404,672.00	$ -	$ 1,404,672.00

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 50,760.00	$ -	$ 50,760.00
2024	540-500382	SS Contracts	48130098	$ 50,760.00	$ -	$ 50,760.00
		Subtotal		$ 101,520.00	$ -	$ 101,520.00

Lakes Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 569,472.00	$ -	$ 569,472.00
2024	540-500382	SS Contracts	48130098	$ 569,472.00	$ -	$ 569,472.00
		Subtotal		$ 1,138,944.00	$ -	$ 1,138,944.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 48,132.00	$ -	$ 48,132.00
2024	540-500382	SS Contracts	48130098	$ 48,132.00	$ -	$ 48,132.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2027	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2028	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2029	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		$ 96,264.00	$ -	$ 96,264.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 1,956.00	$ -	$ 1,956.00
2024	540-500382	SS Contracts	48130098	$ 1,956.00	$ -	$ 1,956.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2027	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2028	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2029	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		$ 3,912.00	$ -	$ 3,912.00

Visiting Nurse HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 108,000.00	$ -	$ 108,000.00
2024	540-500382	SS Contracts	48130098	$ 108,000.00	$ -	$ 108,000.00
		Subtotal		$ 216,000.00	$ -	$ 216,000.00

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 714,744.00	$ -	$ 714,744.00
2024	540-500382	SS Contracts	48130098	$ 714,744.00	$ -	$ 714,744.00
		Subtotal		$ 1,429,488.00	$ -	$ 1,429,488.00

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget

2023	540-500382	SS Contracts	48130098	$ 1,196,952.00	$ -	$ 1,196,952.00
2024	540-500382	SS Contracts	48130098	$ 1,196,952.00	$ -	$ 1,196,952.00
		Subtotal		$ 2,393,904.00	$ -	$ 2,393,904.00
		Total 9255		$ 10,550,400.00	$ -	$ 10,550,400.00

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, GENERAL FUND MATCH FOR ARPA (85% Fed 15% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ -	$ 15,000.00	$ 15,000.00
		Subtotal		$ -	$ 15,000.00	$ 15,000.00

Area HomeCare

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ -	$ 15,000.00	$ 15,000.00
		Subtotal		$ -	$ 15,000.00	$ 15,000.00

CornerStone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ 8,000.00	$ -	$ 8,000.00
2024	540-500382	SS Contracts	48130619	$ -	$ 7,000.00	$ 7,000.00
		Subtotal		$ 8,000.00	$ 7,000.00	$ 15,000.00

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ -	$ 30,000.00	$ 30,000.00
		Subtotal		$ -	$ 30,000.00	$ 30,000.00

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ 16,000.00	$ -	$ 16,000.00
2024	540-500382	SS Contracts	48130619	$ -	$ 14,000.00	$ 14,000.00
		Subtotal		$ 16,000.00	$ 14,000.00	$ 30,000.00

Lakes Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ -	$ 45,000.00	$ 45,000.00
		Subtotal		$ -	$ 45,000.00	$ 45,000.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ 8,000.00	$ -	$ 8,000.00
2024	540-500382	SS Contracts	48130619	$ -	$ 7,000.00	$ 7,000.00

		Subtotal		$ 8,000.00	$ 7,000.00	$ 15,000.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ 8,000.00	$ -	$ 8,000.00
2024	540-500382	SS Contracts	48130619	$ -	$ 7,000.00	$ 7,000.00
		Subtotal		$ 8,000.00	$ 7,000.00	$ 15,000.00

Visiting Nurse HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ -	$ 15,000.00	$ 15,000.00
		Subtotal		$ -	$ 15,000.00	$ 15,000.00

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ -	$ 15,000.00	$ 15,000.00
		Subtotal		$ -	$ 15,000.00	$ 15,000.00

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ -	$ 30,000.00	$ 30,000.00
		Subtotal		$ -	$ 30,000.00	$ 30,000.00
		Total 2638		$ 40,000.00	$ 200,000.00	$ 240,000.00

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF DEVELOPMENTAL SVCS: HCBS ENHANCED FMAP-ARP (100% Fed)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	$ -	$ -	$ -
2024	540-500382	SS Contracts	93009020	$ -	$ 6,809.30	$ 6,809.30
		Subtotal		$ -	$ 6,809.30	$ 6,809.30

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	$ -	$ -	$ -
2024	540-500382	SS Contracts	93009020	$ -	$ 1,332.00	$ 1,332.00
		Subtotal		$ -	$ 1,332.00	$ 1,332.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	$ -	$ -	$ -
2024	540-500382	SS Contracts	93009020	$ -	$ 26,500.00	$ 26,500.00
		Subtotal		$ -	$ 26,500.00	$ 26,500.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	$ -	$ -	$ -
2024	540-500382	SS Contracts	93009020	$ -	$ 6,296.00	$ 6,296.00
		Subtotal		$ -	$ 6,296.00	$ 6,296.00
		Total 2606		$ -	$ 40,937.30	$ 40,937.30
		Grand Total		$ 12,091,794.44	$ 240,937.30	$ 12,332,731.74

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #47), 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, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:

   05-95-48-481010-7872
   05-95-48-481010-9255
   05-95-48-481010-2638
   05-95-93-930010-2606

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $ 1,259,189.74

3. Modify Exhibit C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by:

      1.1. 58.86% Federal funds:

         1.1.1. 8.25% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS and 2310NHOASS.

         1.1.2. 49.06% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR.

         1.1.3. 1.01% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6.

         1.1.4. 0.54% Enhanced FMAP-ARP, as awarded by Centers for Medicare & Medicaid Services.

      1.2. 41.14% General funds.

4. Modify Exhibit C, Payment Terms, Section 3 through Subsection 3.1, to read:

   3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1, Amendment #1, Rate Sheet.

      3.1. Payment for COVID-19 discretionary funding shall be on a cost-reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-2, Amendment #1, SFY 2024 Budget.

5. Modify Exhibit C, Payment Terms, Section 4, to read:

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

   Program Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301

6. Modify Exhibit C-1, Rate Sheet, by replacing in its entirety with Exhibit C-1, Amendment #1, Rate Sheet, which is attached hereto and incorporated by reference herein.

7. Add Exhibit C-2, Amendment #1, SFY 2024 Budget, which is 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 July 1, 2023, 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

6/12/2023
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Androscoggin Valley Home Care Services

6/9/2023
Date

DocuSigned by:
Margo Sullivan
Name: Margo Sullivan
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/12/2023

Date

DocuSigned by:
Robyn Guarino

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:

Adult In-Home Care - AV HomeCare Services

7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	42,900	$12.00	$514,800.00
Title IIIB In Home Services	1/2 Hour	5,000	$12.00	$60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,399	$16.00	$38,384.00
Title IIIB Nursing	1/2 Hour	214	$25.73	$5,506.22
	Subtotal	50,513		$618,690.22

7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	42,900	$12.00	$514,800.00
Title IIIB In Home Services	1/2 Hour	5,000	$12.00	$60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,399	$16.00	$38,384.00
Title IIIB Nursing	1/2 Hour	214	$25.73	$5,506.22
HCBS ARP In Home Services	1/2 Hour	354	$12.00	$4,248.00
HCBS ARP Home Health Aide	1/2 Hour	144	$16.00	$2,304.00
HCBS ARP Nursing	1/2 Hour	10	$25.73	$257.30
	Subtotal	51,021		$625,499.52

	Overall Total	101,534		$1,244,189.74

Contractor Initials: MS (DS)

Date: 6/9/2023

Exhibit C-2, Amendment #1; SFY 2024 Budget RFA-2023-BEAS-06-HOMEH-01-A01

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Androscoggin Valley Home Care Services*

Budget Request for: *Home Health Services*

Budget Period *SFY 2024*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$15,000
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$15,000
Total Indirect Costs	
TOTAL	$15,000

Contractor Initials MS

Date 6/9/2023

mac

47

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 8, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed $11,347,242.44 for the provision of home health services, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 58.8% Federal Funds. 41.2% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Androscoggin Valley Home Care Services (Berlin, NH)	157347	Coos County	$1,237,380.44
Area HomeCare Family Services, Inc. (Portsmouth, NH)	166931	Rockingham County	$2,621,184
Easter Seals New Hampshire, Inc. (Manchester, NH)	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	$1,537,704
Lakes Region Community Services Council (Laconia, NH)	177251	Belknap, Grafton and Sullivan Counties	$1,319,856
Visiting Nurse Home Care & Hospice of Carroll County (North Conway, NH)	225191	Carroll County	$285,600
VNA at HCS, Inc. (Keene, NH)	177274	Cheshire County	$1,462,584
Waypoint (Manchester, NH)	177166	Hillsborough and Merrimack Counties	$2,872,934
		Total:	**$11,347,242.44**

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide statewide In Home Care Services, Home Health Aide Services, and/or Nursing Services to support older, isolated and frail adults, age 60 and older, to live as independently as possible, safely, and with dignity, and to adults between the ages of 18 and 59 who have a chronic illness or disability.

Approximately 6,226 individuals will be served during State Fiscal Years 2023 and 2024.

In-Home Care services, through Title III and Title XX programs include, but are not limited to, household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance with managing individual personal care needs, including bathing and grooming.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations and developing a nursing care plan to support individuals in their homes. Nursing Services include general licensed practical nurse or registered nurse duties including, but not limited to assistance with preparing and administering medications, providing health evaluations and developing health and wellness plans.

The Department will monitor services by reviewing the quarterly reports submitted by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 22, 2022 through April 26, 2022. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, older, isolated and frail adults, age 60 and older, and adults between the ages of 18 and 59 who have a chronic illness or disability will not receive the appropriate level of care according to their needs; leaving them at risk of serious injury, illness or possibly death.

Source of Federal Funds: Assistance Listing Number #93.044, FAIN #2201NHOASS; Assistance Listing Number #93.667, FAIN #2101NHSOSR.

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. Shibinette
Commissioner

Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BEAS-06-HOMEH

Project Title Home Health Services

	Maximum Points Available	Androscoggin Valley (AV) Home Care	Area HomeCare & Family Services, Inc	Easterseals - Hillsborough	Easterseals - Strafford	Home Healthcare, Hospice and Community Services	Lakes Region Community Services - Belknap	Lakes Region Community Services - Grafton	Lakes Region Community Services - Sullivan	Visiting Nurse Home Care & Hospice	Waypoint- Hillsborough	Waypoint- Merrimack
Technical												
Experience Q1	30	26	25	26	26	29	21	21	21	23	30	30
Capacity Q2	25	24	20	21	21	23	17	17	17	17	25	25
Ability Q3	35	33	34	31	31	22	15	15	15	10	34	34
Staffing Q4	10	8	10	9	9	9	9	9	9	8	10	10
TOTAL POINTS	100	91	89	87	87	83	62	62	62	58	99	99

	Reviewer Name	Title
1	Shawn Martin	Finance Administrator
2	Kathleen Gray	Bureau of Family Centered Support Staff
3	Thom O'Connor	BEAS Program Administrato
4	Alyssa Voisine	Program Planning & Review Specialist

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 103,890.22
2024	540-500382	SS Contracts	multiple	$ 103,890.22
		Subtotal		$ 207,780.44

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 514,800.00
2024	543-500385	Adult In Home Care	multiple	$ 514,800.00
		Subtotal		$ 1,029,600.00
		Grand Total		$ 1,237,380.44

Area HomeCare Family Services, Inc.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 70,584.00
2024	540-500382	SS Contracts	multiple	$ 70,584.00
		Subtotal		**$ 141,168.00**

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 1,240,008.00
2024	543-500385	Adult In Home Care	multiple	$ 1,240,008.00
		Subtotal		**$ 2,480,016.00**
		Grand Total		**$ 2,621,184.00**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 66,516.00
2024	540-500382	SS Contracts	multiple	$ 66,516.00
		Subtotal		$ 133,032.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 702,336.00
2024	543-500385	Adult In Home Care	multiple	$ 702,336.00
		Subtotal		$ 1,404,672.00
		Grand Total		$ 1,537,704.00

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	-- Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 90,456.00
2024	540-500382	SS Contracts	multiple	$ 90,456.00
		Subtotal		**$ 180,912.00**

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 569,472.00
2024	543-500385	Adult In Home Care	multiple	$ 569,472.00
		Subtotal		$ 1,138,944.00
		Grand Total		$ 1,319,856.00

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 39,800.00
2024	540-500382	SS Contracts	multiple	$ 39,800.00
		Subtotal		$ 79,600.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 108,000.00
2024	543-500385	Adult In Home Care	multiple	$ 108,000.00
		Subtotal		$ 216,000.00
		Grand Total		$ 295,600.00

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 16,548.00
2024	540-500382	SS Contracts	multiple	$ 16,548.00
		Subtotal		$ 33,096.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 714,744.00
2024	543-500385	Adult In Home Care	multiple	$ 714,744.00
		Subtotal		$ 1,429,488.00
		Grand Total		$ 1,462,584.00

Waypoint

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 239,515.00
2024	540-500382	SS Contracts	multiple	$ 239,515.00
		Subtotal		**$ 479,030.00**

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 1,196,952.00
2024	543-500385	Adult In Home Care	multiple	$ 1,196,952.00
		Subtotal		**$ 2,393,904.00**
		Grand Total		**$ 2,872,934.00**

Subject: Home Health Services (RFA-2023-BKAS-06-HOMEH-01)

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

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 Androscoggin Valley Home Care Services	1.4 Contractor Address 795 Main Street Berlin, NH 03570
1.5 Contractor Phone Number 603-752-7505	1.6 Account Number 05-95-48-481010-7872; 05-95-48-481010-9255
1.7 Completion Date 6/30/2024	1.8 Price Limitation $1,237,380.44
1.9 Contracting Officer for State Agency Robert W. Moore, Director	1.10 State Agency Telephone Number (603) 271-9631
1.11 Contractor Signature Margo Sullivan Date: 6/8/22	1.12 Name and Title of Contractor Signatory Margo Sullivan
1.13 State Agency Signature DocuSigned by: Christine Santaniello 6/9/2022	1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino	On: 6/10/2022
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:	G&C Meeting Date:

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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.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, 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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New Hampshire Department of Health and Human Services
Home Health Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

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

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

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

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

New Hampshire Department of Health and Human Services
Home Health Services

EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. The Contractor shall provide Home Health Services in this Agreement to individuals who are not already receiving the same or similar services funded through other programs. Other programs may include, but are not limited to:

1.1.1. New Hampshire's Medicaid State Plan.

1.1.2. Any of the Home and Community Based Care Waivers administered by the Department.

1.1.3. The Medicare Program.

1.1.4. Services provided through the Veterans Administration.

1.2. The Contractor shall provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the term of the Agreement, which include, but are not limited to:

1.2.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.2.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).

1.2.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.2.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.3. The Contractor shall ensure services are available in Coos County.

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

1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.6. Adult In-Home Care/In-home Care Services

1.6.1. The Contractor shall provide In Home Care Services through the Title III and Title XX programs to eligible individuals, which include, but are not limited to:

1.6.1.1. Services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809, Home Health Care Providers or NH Administrative Rule He-P

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EXHIBIT B

822, Home Care Service Provider Agencies, as applicable.

1.6.1.2. Core household maintenance tasks to support the safety and well-being of individuals in their homes as defined in NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and NH Administrative Rule He-E 502, Older Americans Act Services: Title IIIB – Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, And Title IIID – Disease Prevention And Health Promotion Services

1.6.1.3. Light housekeeping tasks.

1.6.1.4. Evaluating client safety and well-being and making referrals to other services when indicated.

1.7. Home Health Aide Services

1.7.1. The Contractor shall be a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809 in order to provide home health aide services.

1.7.2. The Contractor shall provide Home Health Aide Level of Care Services through the Title III to eligible individuals as outlined in NH Administrative Rule He-E 502, which include, but are not limited to:

1.7.2.1. Receiving referrals from an individual's health care provider(s).

1.7.2.2. Performing evaluations of individuals' medical needs.

1.7.2.3. Developing service plans and incorporating this information into the individuals' person-centered plans of care.

1.7.3. The Contractor shall provide the following home health aide services based on the individual's need:

1.7.3.1. Services allowed within the Licensed Nursing Assistant (LNA) scope of practice, pursuant to NH Administrative Rule Nur 700; and

1.7.3.2. Personal care services, as described in NH Administrative Rule He-E 801.22(b), when the individual's person-centered plan contains documentation that his or her functional or medical condition necessitates the performance of such tasks by an LNA and not an unlicensed provider.

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EXHIBIT B

1.7.4. The Contractor shall coordinate home health aide services to ensure no duplication of services when the individual is also receiving home delivered meals, other Title III services, or services at an adult medical day program, in an assisted living facility, or in an adult family care home.

1.8. Nursing Services

1.8.1. The Contractor shall provide nursing services through Title III to eligible individuals, which include, but are not limited to:

1.8.1.1. Providing nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.

1.8.1.2. Providing the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.

1.8.2. The Contractor shall provide the following nursing services based on the individual's need:

1.8.2.1. Receiving referrals from an individual's health care provider(s).

1.8.2.2. Performing an evaluation of the individual's medical needs.

1.8.2.3. Developing a nursing care plan and incorporating this information into the individual's person-centered plan.

1.8.2.4. Providing nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care physician.

1.8.2.5. Coordinating nursing services to ensure that there is no duplicate provision of services.

1.8.2.6. Ensuring that LPN and registered nursing services are not covered when provided for the purpose of nursing oversight of authorized LNA services.

1.9. Service Administration

1.9.1. Access to Services

1.9.1.1. The Contractor shall assist individuals in accessing the services in this Agreement by:

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Home Health Services

EXHIBIT B

1.9.1.1.1. Accepting applications for services directly from an individual and in accordance with Section 1.9.2., below; and

1.9.1.1.2. Accepting referrals of individuals from the Department's Adult Protection Program.

1.9.2. Client Request and Application for Services

1.9.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and NH Administrative Rule He-E 502, Older Americans Act Services: Title IIIB – Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, And Title IIID – Disease Prevention And Health Promotion Services and:

1.9.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

1.9.2.1.2. Complete Form 3000 Application provided by the Department, or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

1.9.3. Client Eligibility Requirements for Services

1.9.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 1.9.7.2., is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.2.

1.9.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance with the laws and rules listed in Section 1.2.

1.9.3.4. The Contractor shall re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.2.

1.9.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.2.

1.9.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.9.4. Client Assessments and Service Plans

1.9.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

1.9.4.4. The Contractor shall provide the Department, within 30 days of the Agreement effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

1.9.5. Person Centered Provision of Services

1.9.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into all services provided under this Agreement:

1.9.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

1.9.5.1.2. Individual's wishes, values, and beliefs are considered and respected.

1.9.5.1.3. Individuals are listened to; needs and concerns are addressed.

1.9.5.1.4. Individuals receive the information they need to make informed decisions.

1.9.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

1.9.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.

1.9.5.1.7. Individual's rights are affirmed and protected.

1.9.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

1.9.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.9.6. Client Fees and Donations

1.9.6.1. The Contractor shall comply with the donation requirements for Title III Services. The Contractor:

1.9.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.9.7. Adult Protection Services;

1.9.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12;

1.9.6.1.3. Shall ensure the donation is purely voluntary, and must not refuse services if an individual is unable or unwilling to donate;

1.9.6.1.4. Shall not bill or invoice clients and/or their families; and

1.9.6.1.5. Shall ensure that all donations support the program for which donations were given.

1.9.6.2. The Contractor shall comply with the fee requirements for Title XX Services. The Contractor:

1.9.6.2.1. May charge fees to individuals, (except as stated in Section 1.9.7. Adult Protection Services), receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

1.9.6.2.2. Shall ensure that the sliding fee schedule complies with the requirements of New Hampshire Administrative Rule He-E 501.

1.9.6.2.3. May not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.

1.9.6.2.4. Shall ensure that all fees support the program for which donations were given.

1.9.7. Adult Protection Services

1.9.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH RSA 161-F: 46 of the Adult Protection law.

1.9.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services described in this Agreement.

1.9.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

1.9.7.4. The Contractor shall ensure that the payment received from the Department for the services required in this Agreement to clients who are active recipients of Adult Protection Services, is payment in full for those services, and must refrain from making any attempt to secure additional reimbursement of any type.

1.9.8. Referring Clients to Other Services

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Home Health Services

EXHIBIT B

1.9.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as applicable.

1.9.9. Client Wait Lists

1.9.9.1. The Contractor shall ensure that all services covered by this Agreement are provided to the extent that funds, staff and/or resources for this purpose are available.

1.9.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

1.9.9.3. The Contractor shall ensure individuals with adult protective needs in accordance with RSA 161-F:42-57 are given priority, and:

1.9.9.3.1. If the Contractor has a waitlist for providing contracted services, then APS referrals shall be given priority on that waitlist.

1.9.9.4. The Contractor shall include at a minimum the following information on its wait list:

1.9.9.4.1. The individual's full name and date of birth.

1.9.9.4.2. The name of the service being requested.

1.9.9.4.3. The date upon which the individual applied for services, which shall be the date the application was received by the Contractor.

1.9.9.4.4. The target date of implementing the services based on the communication between the individual and the Contractor.

1.9.9.4.5. The date upon which the individual's name was placed on the wait list, which shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

1.9.9.4.6. The individual's assigned priority on the wait list, determined in accordance with NH Administrative Rules He-E 501 and 502.

1.9.9.4.7. A brief description of the individual's circumstances and the services he or she needs.

1.9.9.5. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

1.9.9.5.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

1.9.9.5.2. Declining mental or physical health of the caregiver.

1.9.9.5.3. Declining mental or physical health of the individual.

1.9.9.5.4. Individual has no respite services while living with a caregiver.

1.9.9.5.5. Length of time on the wait list.

1.9.9.5.6. When two (2) or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.

1.9.9.5.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with NH Administrative Rules He-E 501.14 (f) and He-E 502.13.

1.9.9.6. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

1.9.9.7. The Contractor shall make the wait list available to the Department upon request.

1.9.10. E-Studio Electronic Information System

1.9.10.1. The Contractor shall use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.

1.9.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary staff.

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EXHIBIT B

1.9.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that the Department is notified when a staff member is no longer working in the program so his/her account can be terminated.

1.9.11. Grievance and Appeals Process

1.9.11.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff that includes, but is not limited to:

1.9.11.1.1. The client's name.

1.9.11.1.2. The type of service received by the client.

1.9.11.1.3. The date of written complaint or concern of the client.

1.9.11.1.4. The nature/subject of the complaint or concern of the client.

1.9.11.1.5. The staff position in the agency who addresses complaints and concerns.

1.9.11.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

1.9.11.2. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

1.9.12. Client Feedback

1.9.12.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

1.9.13. Support Services During an Emergency, Disaster or Crisis

1.9.13.1. The Contractor shall provide support services to eligible individuals who are homebound in accordance with the Older Americans Act during a declaration of emergency or disaster, which may include delivery services for essential needs.

1.9.13.2. The Contractor shall provide COVID-19 pandemic support services, which may include, but not be limited to:

1.9.13.2.1. Disseminating information about COVID-19 vaccines, and directing individuals with

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questions to additional sources of information.

1.9.13.2.2. Addressing inequity in COVID-19 vaccination access among older adults, family caregivers, and aging network staff and volunteers from communities defined by race, ethnicity, geography, disability, income, sexual orientation, gender identity, and other factors.

1.9.13.2.3. Arranging and/or providing accessible transportation to COVID-19 vaccination sites for individuals and their caregivers.

1.9.13.2.4. Planning and organizing vaccination activities.

1.9.13.2.5. Assisting older adults to receive COVID-19 booster shots, if necessary.

1.9.13.2.6. Providing Personal Protective Equipment (PPE) to staff and/or individuals served.

1.10. The Contractor shall provide sufficient staff who have the skills to perform all services specified in this Agreement.

1.11. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

1.12. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

1.13. The Contractor shall ensure that all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.

1.14. The Contractor shall develop a Staffing Contingency Plan and submit their written Staffing Contingency Plan to the Department within thirty (30) days of the contract effective date that includes:

1.14.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

1.14.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard;

1.14.3. A description of time frames necessary for obtaining staff replacements;

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1.14.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

1.14.5. A description of the method for training new staff members performing duties required under this Agreement.

1.15. The Contractor shall complete a criminal background check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals in compliance with the requirements of New Hampshire Administrative Rules He-P 818, Adult Day Programs, Section 809.17, Personnel, and He-P 822, Home Care Service Provider Agencies, Section 822.17, Personnel.

1.16. The Contractor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.

1.17. The Contractor shall facilitate reviews of files conducted by the Department on a semi-annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.17.1. Desk reviews; or

1.17.2. On-site reviews.

1.18. Reporting

1.18.1. The Contractor shall submit quarterly reports on the provision of Home Health services to the Department to ensure program compliance. The Contractor shall ensure:

1.20.1.1. The report is submitted on a pre-defined electronic form supplied by the Department by the 15th day of the month following the end of each quarter; and

1.20.1.2. The report includes, but is not limited to:

1.20.1.2.1. Expenses by program service provided.

1.20.1.2.2. Revenue, by program service provided, by funding source.

1.20.1.2.3. Total amount of donation and/or fees collected from all individuals as defined in Section 1.9.6.

1.20.1.2.4. Actual Units served, by program service provided, by funding source.

1.20.1.2.5. Number of unduplicated clients served, by service provided, by funding source.

1.20.1.2.6. Number of Title III and Title XX clients served with funds not provided by the Department.

1.20.1.2.7. Unmet need/waiting list.

1.20.1.2.8. Lengths of time clients are on a waiting list.

1.20.1.2.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

1.20.1.2.10. Explanation describing the reasons for individuals' not receiving their planned services in this Agreement.

1.20.1.2.11. A plan to address how to resolve the issues in Section 1.20.1.2.10.

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

1.19. Performance Measure

1.19.1. The Contractor shall ensure that all individuals' plans of care contain elements of person-centered planning for services in accordance with NH Administrative Rules He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

2. Exhibits Incorporated

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

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

3. Additional Terms

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

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

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

3.3.3. The Department shall 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.

3.3.3.5. Reports.

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

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

EXHIBIT B

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.

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 shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Home Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 58.8% Federal funds,
      1.1.1. 5.5% Older Americans Act Title III-B, as awarded on April 27, 2022, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS.
      1.1.2. 53.3% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR
   1.2. 41.2% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. 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.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

      Financial Manager
      Department of Health and Human Services
      105 Pleasant Street

New Hampshire Department of Health and Human Services
Home Health Services

EXHIBIT C

Concord, NH 03301

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

6. 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.

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

8. Audits

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

8.1.1. 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.

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

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

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

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

New Hampshire Department of Health and Human Services
Home Health Services

EXHIBIT C

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

8.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Rate Sheet

Home Health Services - Androscoggin Valley Home Care Services

7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	42,900	$12.00	$ 514,800.00
Title IIIB In Home Services	1/2 Hour	5,000	$12.00	$ 60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,399	$16.00	$ 38,384.00
Title IIIB Nursing	1/2 Hour	214	$25.73	$ 5,506.22

7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	42,900	$12.00	$ 514,800.00
Title IIIB In Home Services	1/2 Hour	5,000	$12.00	$ 60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,399	$16.00	$ 38,384.00
Title IIIB Nursing	1/2 Hour	214	$25.73	$ 5,506.22

Contractor Initials: MD

Date: 6/8/22

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

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:

6/8/22
Date

Name: Margo Sullivan
Title: Interim Executive Director

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

6/8/22
Date

Name: Margo Sullivan
Title: Interim Executive Director

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

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 (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/8/22
Date

Name: Margo Sullivan
Title: Interim Executive Director

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.

Contractor Initials MO

Date 6/8/22

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:

6/8/22
Date

Name: Margo Sullivan
Title: Interim Executive Director

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:

6/8/22
Date

Name: Margo Sullivan
Title: Interim Executive Director

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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials MO

Date 6/8/22

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

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

New Hampshire Department of Health and Human Services

Exhibit I

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services The State	Androscoggin Valley Home Care Services Name of the Contractor
Christine Santaniello Signature of Authorized Representative	Margo Sullivan Signature of Authorized Representative
Christine Santaniello Name of Authorized Representative	Margo Sullivan Name of Authorized Representative
Associate Commissioner Title of Authorized Representative	Interim Executive Director Title of Authorized Representative
6/10/2022 Date	6/8/22 Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/8/22
Date

Name: Margo Sullivan
Title:

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 78-115-0172

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: ____________

   Name: ____________ Amount: ____________

   Name: ____________ Amount: ____________

   Name: ____________ Amount: ____________

   Name: ____________ Amount: ____________

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Home Health Services 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 June 29, 2022 (Item 47), as amended on June 28, 2023 (Item #62), and most recently amended on June 12, 2024 (Item #30A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, 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:

   $5,841,965.80

2. Modify Exhibit C, Payment Terms, Section 1., to read:

   1. This Agreement is funded by:

      1.1. 58.38% Federal funds:

         1.1.1. 8.77% Older Americans Act Title III-B, as awarded on September 8, 2022, February 13, 2023, and September 24, 2024, by the Administration for Community Living, Title IIIB, Supportive Services, ALN 93.044, FAINs 2201NHOASS, 2301NHOASS, and 2401NHOASS;

         1.1.2. 49.17% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR; and

         1.1.3. .44% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC6.

      1.2. 41.62% General funds.

3. Modify Exhibit C, Payment Terms, Section 3, lead in paragraph only, to read:

   3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1, Amendment #3, Rate Sheet through Exhibit C-2, Amendment #2, Rate Sheet.

4. Modify Exhibit C-1, Amendment #2, Rate Sheet, by replacing it in its entirety with Exhibit C-1, Amendment #3, Rate Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to November 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

2/24/2025
Date

DocuSigned by:
Melissa Hardy
1323A24040DF495...

Name: Melissa Hardy
Title: Director, DLTSS

Waypoint

2/24/2025
Date

Signed by:
Borja Alvarez de Toledo
2EBDBA264D9F4B0...

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

3/1/2025
Date

DocuSigned by:
Robyn Guarino
74873484494 1480
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:

Adult In-Home Care - Waypoint (Hillsborough County)

7/1/2022 through 06/30/2023 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	77,380	$12.00	$928,560.00
Title IIIB In Home Services	1/2 Hour	10,476	$12.00	$125,712.00
Title IIIB Home Health Aide	1/2 Hour	1,810	$16.00	$28,960.00
Title IIIB Nursing	1/2 Hour	300	$25.73	$7,719.00
	Subtotal	89,966		$1,090,951.00

7/1/2023 through 06/30/2024 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	77,380	$12.00	$928,560.00
Title IIIB In Home Services	1/2 Hour	10,476	$12.00	$125,712.00
Title IIIB Home Health Aide	1/2 Hour	1,810	$16.00	$28,960.00
Title IIIB Nursing	1/2 Hour	300	$25.73	$7,719.00
HCBS ARP In Home Services	1/2 Hour	0	$12.00	$0.00
HCBS ARP Home Health Aide	1/2 Hour	0	$16.00	$0.00
HCBS ARP Nursing	1/2 Hour	0	$25.73	$0.00
	Subtotal	89,966		$1,090,951.00

7/01/2024 through 06/30/2025 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	58,035	$16.00	$928,560.00
Title IIIB In Home Services	1/2 Hour	7,857	$16.00	$125,712.00
Title IIIB Home Health Aide	1/2 Hour	1,747	$16.58	$28,965.26
Title IIIB Nursing	1/2 Hour	632	$64.50	$40,764.00
	Subtotal	68,271		$1,124,001.26

7/01/2025 through 06/30/2026 Service Units

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	58,035	$16.00	$928,560.00
Title IIIB In Home Services	1/2 Hour	7,857	$16.00	$125,712.00
Title IIIB Home Health Aide	1/2 Hour	1,747	$16.58	$28,965.26
Title IIIB Nursing	1/2 Hour	632	$64.50	$40,764.00
	Subtotal	68,271		$1,124,001.26
	Overall Total	316,474		$4,429,904.52

Contractor Initials: Initial BAT

Date: 2/24/2025

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.

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.

2/23/25
Date

Mark C Rouvalis, Board Chair
Mark C. Rouvalis

Docusign Envelope ID: 6BC88B5B-40E0-4818-991A-EF352103E865

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2024

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

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

PRODUCER	CONTACT NAME: Stephanie Peffer	
Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
	E-MAIL ADDRESS: manch.certs@crossagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Waypoint Po Box 448 Manchester NH 03105	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B: Granite State Health Care and Human Services Self-	
	INSURER C: Travelers Cas. & Surety Co of America	31194
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 All 25-26 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Professional Liability			PHPK2570618	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each Incident $1M	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000 - agg
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			PHPK2570610	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB869967	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		R01710HCHS2025-01 (3a.) NH	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Fidelity & Forgery			105912196	04/01/2024	04/01/2027	Limit Deductible	500,000 5,000

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

DHHS: State of NH, Division for Children, Youth & Families are listed as additional insureds with respects to the CGL as per written contract.

CERTIFICATE HOLDER

DHHS: State of NH Director Division for Children, Youth
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

WAYPOINT
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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

CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

FOR THE YEAR ENDED DECEMBER 31, 2023

WAYPOINT

Help Along the Way

WAYPOINT

CONTENTS

MARCUM
ACCOUNTANTS ▲ ADVISORS

INDEPENDENT AUDITORS' 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, 2023, 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, 2023, 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 Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of Waypoint and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' 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 auditors' 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.

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 2023 and 2022 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.

Report on Summarized Comparative Information

The consolidated financial statements of Waypoint as of and for the year ended December 31, 2022, were audited by Melanson, whose report dated May 10, 2023 expressed an unmodified opinion on those statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2022 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 20, 2024 on our consideration of Waypoint's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Waypoint's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Waypoint's internal control over financial reporting and compliance.

Marcum LLP

Merrimack, NH
May 20, 2024

WAYPOINT

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

DECEMBER 31, 2023

(with comparative totals as of December 31, 2022)

	2023			
	Without Donor Restrictions	With Donor Restrictions	2023 Total	2022 Total
Assets				
Current Assets				
Cash and cash equivalents	$ 5,649,783	$ --	$ 5,649,783	$ 712,445
Restricted cash	70,644	--	70,644	76,756
Accounts receivable, net of allowance for credit losses of $11,667 and $300	1,141,771	--	1,141,771	801,732
Grants receivable	1,649,265	--	1,649,265	1,274,880
Contributions receivable	88,258	--	88,258	--
Prepaid expenses	198,073	--	198,073	587,001
Total Current Assets	8,797,794	--	8,797,794	3,452,814
Noncurrent Assets				
Investments	16,966,133	4,428,622	21,394,755	18,568,769
Beneficial interest held in trusts	--	2,165,143	2,165,143	2,020,741
Property and equipment, net	9,675,555	--	9,675,555	10,105,143
Operating right-of-use assets, net	293,239	--	293,239	334,034
Total Noncurrent Assets	26,934,927	6,593,765	33,528,692	31,028,687
Total Assets	$ 35,732,721	$ 6,593,765	$ 42,326,486	$ 34,481,501
Liabilities and Net Assets				
Current Liabilities				
Accounts payable	$ 185,519	$ --	$ 185,519	$ 246,312
Accrued payroll and related liabilities	713,461	--	713,461	891,489
Other liabilities	58,649	--	58,649	205,887
Current portion of bonds payable	180,000	--	180,000	175,000
Current portion of operating lease liabilities	172,933	--	172,933	175,381
Refundable advances	316,902	--	316,902	443,742
Total Current Liabilities	1,627,464	--	1,627,464	2,137,811
Noncurrent Liabilities				
Bonds payable, net of current portion	3,175,167	--	3,175,167	3,355,167
Operating lease liabilities, net of current portion	124,897	--	124,897	160,212
Deferred loans - NHHFA	1,250,000	--	1,250,000	1,250,000
Interest rate swap agreements	380,838	--	380,838	399,935
Total Noncurrent Liabilities	4,930,902	--	4,930,902	5,165,314
Total Liabilities	6,558,366	--	6,558,366	7,303,125
Net Assets				
Without donor restrictions	29,174,355	--	29,174,355	21,485,716
With donor restrictions	--	6,593,765	6,593,765	5,692,660
Total Net Assets	29,174,355	6,593,765	35,768,120	27,178,376
Total Liabilities and Net Assets	$ 35,732,721	$ 6,593,765	$ 42,326,486	$ 34,481,501

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

WAYPOINT

CONSOLIDATED STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2023

(with summarized comparative totals for the year ended December 31, 2022)

	2023			
	Without Donor Restrictions	With Donor Restrictions	2023 Total	2022 Total
Support and Revenue				
Support:				
Government grants	$ 8,404,728	$ 1,207,675	$ 9,612,403	$ 9,800,690
Contributions	1,387,432	2,331,849	3,719,281	2,840,961
In-kind contributions	77,736	--	77,736	48,536
Special events:				
Gross revenue	22,449	415,806	438,255	616,955
Less cost of direct benefit to donors	(120,158)	--	(120,158)	(153,690)
Net special events revenue	(97,709)	415,806	318,097	463,265
Revenue:				
Service fees, net	8,084,807	--	8,084,807	6,200,380
Rental income	15,641	--	15,641	--
Other income	119,368	--	119,368	40,684
Net Assets Released From Restrictions:				
Program releases	3,538,472	(3,538,472)	--	--
Endowment releases	80,643	(80,643)	--	--
Endowment Transfer to Support Operations	868,594	--	868,594	842,559
Total Support and Revenue	22,479,712	336,215	22,815,927	20,237,075
Operating Expenses				
Program services	17,015,721	--	17,015,721	15,261,737
Management and general	3,382,989	--	3,382,989	2,816,820
Fundraising	465,528	--	465,528	795,129
Total Operating Expenses	20,864,238	--	20,864,238	18,873,686
Change in Net Assets From Operations	1,615,474	336,215	1,951,689	1,363,389
Nonoperating Activities				
Investment income (loss), net	2,573,760	420,488	2,994,248	(4,096,650)
Unrealized gain on interest rate swap	19,097	--	19,097	593,622
(Loss) gain on the sale of asset	(4,136)	--	(4,136)	241,592
Change in beneficial interest	--	144,402	144,402	(413,854)
Interest income	297,174	--	297,174	4,744
Endowment transfer to support operations	(868,594)	--	(868,594)	(842,559)
Employee retention tax credit, net	4,055,864	--	4,055,864	--
Transfer of assets from Richie McFarland Children's Center	--	--	--	2,521,803
Total Nonoperating Activities	6,073,165	564,890	6,638,055	(1,991,302)
Change in Net Assets	7,688,639	901,105	8,589,744	(627,913)
Net Assets, Beginning of Year	21,485,716	5,692,660	27,178,376	27,806,289
Net Assets, End of Year	$ 29,174,355	$ 6,593,765	$ 35,768,120	$ 27,178,376

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

WAYPOINT

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2023

(with summarized comparative totals for the year ended December 31, 2022)

	2023				
	Program Services	Management and General	Fundraising	2023 Total	2022 Total
Personnel expense:					
Salaries and wages	$ 9,649,650	$ 1,634,614	$ 309,418	$ 11,593,682	$ 10,719,413
Employee benefits	1,723,526	176,591	37,744	1,937,861	1,525,300
Retirement plan	119,524	35,604	5,325	160,453	121,399
Payroll taxes and other	990,399	127,664	23,934	1,141,997	1,026,086
Subtotal personnel expense	12,483,099	1,974,473	376,421	14,833,993	13,392,198
Professional fees:					
Accounting	75	45,570	--	45,645	51,130
Legal	6,784	70,873	--	77,657	18,661
Contracted services	418,189	406,788	52,603	877,580	1,179,448
Subtotal professional fees	425,048	523,231	52,603	1,000,882	1,249,239
Assistance to individuals	1,300,225	551	45,000	1,345,776	1,150,805
Communications	191,563	47,124	6,242	244,929	230,090
Conferences, conventions, meetings, and trainings	125,001	39,610	8,667	173,278	185,314
Depreciation	369,348	198,363	6,964	574,675	499,935
Insurance	118,173	63,652	2,282	184,107	97,877
Interest	286,008	40,704	5,449	332,161	251,392
Membership dues	29,654	16,084	--	45,738	56,711
Miscellaneous	52,471	113,285	5,414	171,170	81,163
Occupancy	827,313	70,603	12,193	910,109	799,844
Printing and publications	14,402	48,572	59,996	122,970	126,413
Equipment rental and maintenance	188,633	212,005	1,127	401,765	341,559
Supplies	149,564	12,586	2,190	164,340	159,595
Travel	455,219	22,146	1,138	478,503	405,241
Total Expenses By Function	17,015,721	3,382,989	585,686	20,984,396	19,027,376
Less expenses included on the Statement of Activities:					
Cost of direct benefits to donors	--	--	(120,158)	(120,158)	(153,690)
Total Expenses Reported on the Statement of Activities	$ 17,015,721	$ 3,382,989	$ 465,528	$ 20,864,238	$ 18,873,686

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

WAYPOINT

CONSOLIDATED STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2023

(with comparative totals for the year ended December 31, 2022)

	2023	2022
Cash Flows from Operating Activities		
Change in net assets	$ 8,589,744	$ (627,913)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	574,675	499,935
Disposals of fixed assets	36,625	242,906
Amortization of operating right-of-use assets	212,581	173,740
Contributions restricted for endowment	(34,963)	(71,249)
Donation of closely held securities	(750,000)	–
Realized gain on investments	(308,748)	(171,631)
Unrealized (gain) loss on investments	(2,155,130)	4,768,167
Change in beneficial interest in trusts	(144,402)	413,854
Change in interest rate swap	(19,097)	(593,622)
RMCC fixed assets and beneficial interest	–	(1,332,247)
Changes in operating assets and liabilities:		
Accounts receivable	(340,039)	(151,075)
Grants receivable	(374,385)	(635,646)
Contributions receivable	(88,258)	–
Prepaid expenses	388,928	(275,337)
Accounts payable	(60,793)	(44,066)
Accrued payroll and related liabilities	(178,028)	292,661
Other liabilities	(147,238)	142,188
Refundable advances	(126,840)	(217,195)
Operating lease liabilities	(209,548)	(172,182)
Net Cash Provided by Operating Activities	4,865,084	2,241,288
Cash Flows from Investing Activities		
Purchases of investments	(561,345)	(571,135)
Proceeds from sale of investments	949,237	932,262
Purchase of fixed assets	(181,713)	(3,070,755)
Net Cash Provided by (Used in) Investing Activities	206,179	(2,709,628)
Cash Flows from Financing Activities		
Contributions restricted for endowment	34,963	71,249
Proceeds from line of credit	5,505,906	–
Principal payments on line of credit	(5,505,906)	–
Payment of long-term debt	(175,000)	(224,833)
Net Cash Used in Financing Activities	(140,037)	(153,584)
Net Change in Cash and Cash Equivalents and Restricted Cash	4,931,226	(621,924)
Cash and Cash Equivalents, and Restricted Cash, Beginning of Year	789,201	1,411,125
Cash and Cash Equivalents, and Restricted Cash, End of Year	$ 5,720,427	$ 789,201
Supplemental Disclosure of Cash Flow Information:		
Cash paid during the year for interest	$ 332,161	$ 251,392
Supplemental Disclosure of Non-cash Investing Activity:		
RMCC fixed assets and beneficial interest	$ –	$ 1,332,247
As reported in the Consolidated Statement of Financial Position, cash balance consists of:		
Cash and cash equivalents	$ 5,649,783	$ 712,445
Restricted cash	70,644	76,756
Total Cash, Cash Equivalents, and Restricted Cash	$ 5,720,427	$ 789,201

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

NOTE 1 - ORGANIZATION

Waypoint (the Organization) is a nonprofit organization, founded in 1850, with a mission to empower people of all ages through an array of human services and advocacy. Waypoint adheres to the highest standards of practice and is the only organization in New Hampshire to be accredited by the Council on Accreditation.

Waypoint has historically been the first service provider to respond to the state's most pressing needs – responding to child labor of the 1900s, child abuse in the 1940s, the spike in youth homelessness in the 1960s, human trafficking in the 2010s, and continues that trend today. Each year we serve an average of 7,500 individuals, children, and families across New Hampshire. Nearly 90% of our clients live in poverty or with very low incomes.

These services span the life cycle from prenatal to seniors, and fall under four core care areas:

FAMILY PRESERVATION AND STRENGTHENING

Intensive home-based programs in partnership with the Division of Children, Youth, and Families to restore positive family functioning for youth and families involved with the child welfare and juvenile justice systems as well as voluntary services for families that are at risk to stabilize families. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs. Waypoint empowers families with the skills and resources they need to provide for their children and become self-sufficient.

EARLY CHILDHOOD AND FAMILY SUPPORT

Education and support to improve parenting, strengthen families, prevent child abuse, and neglect, and ensure the healthy development of children are provided in homes and through Family Resource Centers throughout New Hampshire. This includes home visiting services that support families and support and therapy for infants and toddlers with, or at-risk of, developmental disabilities and delays. Waypoint also operates a childcare center (the Children's Place and Parent Education Center) providing a unique combination of educational and family support. Young children starting life at a disadvantage receive critical services to ensure a good beginning and to optimize their chances for life-long success.

NOTE 1 - ORGANIZATION (CONTINUED)

HOMELESS YOUTH AND YOUNG ADULTS

A continuum of care designed to support youth and young adults (12-25) in exiting homelessness and finding long-term independence and stability. Services feature street-based outreach, basic needs fulfillment at drop-in centers, crisis intervention, educational and vocational advocacy, housing, and case management. Waypoint operates the only low-barrier emergency shelter specifically for adults aged 18-24 who are experiencing or are at-risk of homelessness.

HOMECARE

In-home support for seniors and adults with disabilities so they can maintain their independence safely in their community, and family-strengthening support and resources, for children with chronic health condition and their families. Waypoint provides services delivered by personal care service providers, nurses, and LNAs in homes that help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, and help with daily tasks.

Waypoint provides additional support for children, families, and individuals through a strong advocacy program, established in 1971. The combination of advocacy and direct service practice uniquely positions Waypoint to serve the best interests of New Hampshire children.

NOTE 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).

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CHANGE IN ACCOUNTING PRINCIPLE

ASC 326, Current Expected Credit Losses

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Codification (ASC) 326, *Current Expected Credit Losses,* which changed how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Organization that are subject to the guidance in FASB ASC 326 are trade accounts receivable.

The Organization adopted the standard effective January 1, 2023. The impact of the adoption was not considered material to the consolidated financial statements and primarily resulted in new/enhanced disclosures only.

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, 2022, 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.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ACCOUNTS RECEIVABLE AND CREDIT POLICIES

At the end of each reporting period, the Organization estimates the current expected credit loss (CECL) per ASC 326. The Organization utilizes the loss rate methodology to determine historical credit losses. The loss rate method estimate is derived from a review of the Organization's historical write-offs as a percentage of average accounts receivable. The estimate is adjusted for management's assessment of current conditions, reasonable and supportable forecasts regarding future events, and any other factors deemed relevant. The Organization believes historical loss information is a reasonable starting point for calculating the expected allowance for credit losses, as the Organization's programs have remained consistent since inception. Based on economic indicators, including 2023 and general overall economic conditions, the Organization is not anticipating a change in the historical credit loss rate from what it has been in the past.

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.

CONTRIBUTIONS RECEIVABLE

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

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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 value 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, NET

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 2023 or 2022.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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 without donor restrictions are 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 with donor restrictions are 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 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.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

REVENUE RECOGNITION (CONTINUED)

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 value 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.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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, changes in the value of beneficial interests and interest rate swaps, and employee retention tax credit net of applicable expenses.

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 IRC 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.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INCOME TAXES (CONTINUED)

The Organization accounts for uncertain tax provisions under FASB ASC 740, *Income Taxes*, which provides a framework for how entities should recognize, measure, present, and disclose uncertain tax positions in their financial statements. The Organization may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. Management has reviewed the Organization's reporting and believes they have not taken tax positions that are more likely than not to be determined to be incorrect by the IRS and, therefore, no adjustments or disclosures are required. The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods pending or in progress.

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 value 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.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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 at 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.

NOTE 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, 2023 and 2022:

	2023	2022
Financial assets at year end:		
Cash and cash equivalents	$ 5,649,783	$ 712,445
Restricted cash	70,644	76,756
Accounts receivable	1,141,771	801,732
Grants receivable	1,649,265	1,274,880
Contributions receivable	88,258	--
Investments	21,394,755	18,568,769
Beneficial interest held in trusts	2,165,143	2,020,741
Total financial assets	32,159,619	23,455,323
Less amounts not available to be used within one year:		
Restricted cash not available for general expenditure	70,644	76,756
Net assets with donor restrictions	6,593,765	5,692,660
Less:		
Net assets with purpose restrictions to be met in less than a year	(1,515,563)	(1,133,668)
Donor-restricted endowment subject to spending policy rate and appropriation	(73,998)	(73,998)
Closely held securities	750,000	--
Board-designated - ERTC funds	4,261,566	--
Board-designated endowment	16,173,416	14,896,850
Less:		
Board-designated endowment annual spending policy rate and appropriation	(899,141)	(868,594)
Total amounts not available to be used within one year	25,360,689	18,590,006
Financial assets available to meet general expenditures over the next year	$ 6,798,930	$ 4,865,317

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.

NOTE 3 - LIQUIDITY AND AVAILABILITY (CONTINUED)

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.

NOTE 4 - INVESTMENTS

Investments measured at fair value on a recurring basis, consisted of the following at December 31, 2023 and 2022:

	2023	2022	Fair Value Hierarchy
Mutual funds	$ 20,644,755	$ 18,568,769	Level 1
Closely held securities	750,000	--	Level 3
Total	$ 21,394,755	$ 18,568,769	

During 2023 and 2022, the Organization recognized $2,463,878 and $(4,596,536), respectively, of net gains and (losses) on investments. Of those amounts, $2,155,130 and $(4,768,167) were recognized as unrealized gains and (losses) on investments of equity securities held at December 31, 2023 and 2022, respectively.

Under the terms of the Organization's line of credit agreement (Note 7), the Organization has agreed not to pledge the mutual funds as security on any other debt.

The Organization's policy is to avail itself of a Board-approved percentage of investment income from mutual fund investments 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 12 quarters, with a 1% contingency margin with Board approval. In 2023 and 2022, the approved rate was 5.00%.

NOTE 5 - 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, 2023 and 2022, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was $1,245,254 and $1,152,876, respectively.

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

Trust	Percentage Interest	2023	2022
Greenleaf	100%	$ 353,987	$ 335,096
Spaulding	100%	324,126	300,889
Cogswell	50%	241,776	231,880
Total		$ 919,889	$ 867,865

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.

NOTE 6 - PROPERTY AND EQUIPMENT, NET

Property and equipment, net was comprised of the following at December 31, 2023 and 2022:

	2023	2022
Land and land improvements	$ 958,884	$ 958,884
Buildings and improvements	11,072,089	10,995,856
Furniture, fixtures, and equipment	657,629	962,064
Vehicles	68,761	68,761
Software	465,730	503,924
Construction in progress	82,075	15,220
Assets held for sale (Camp Spaulding)	2,069,677	2,069,667
Subtotal	15,374,845	15,574,376
Less accumulated depreciation	(5,699,290)	(5,469,233)
Total	$ 9,675,555	$ 10,105,143

In March 2023, the Organization entered into a purchase and sales agreement to sell the Camp Spaulding asset held for sale. The sale is expected to close in 2024.

NOTE 7 - 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 (8.5% at December 31, 2023), adjusted daily. At December 31, 2023 and 2022, there was no outstanding balance on this line of credit.

NOTE 8 - 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 rate of interest per annum equal to the product of (a) .68 multiplied by (b) the sum of Term SOFR, plus 2.75%".

NOTE 8 - BONDS PAYABLE (CONTINUED)

Counterparty payments to the Organization were intended to offset the Organization's 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's interest payments. As a result, the cost of the interest rate swap for 2023 and 2022 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, 2023 and 2022, the Organization recorded the swap liability position of $380,838 and $399,935, 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 term secured overnight financing rate (SOFR) plus 275 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, 2023 and 2022, the Organization was in compliance with these covenants.

NOTE 8 - BONDS PAYABLE (CONTINUED)

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

Year	Amount
2024	$ 180,000
2025	195,000
2026	200,000
2027	205,000
2028	220,000
Thereafter	2,355,167
Total	$ 3,355,167

NOTE 9 - LEASES

The Organization rents property and equipment under non-cancelable operating lease agreements with monthly payments ranging from $1,430 to $4,500. The leases expire at various dates through May 2026.

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 years ended December 31, 2023 and 2022 were as follows:

	2023	2022
Fixed lease cost	$ 213,799	$ 176,300
Variable lease cost	38,797	57,396
Short-term lease cost	--	14,000
Total lease cost	$ 252,596	$ 247,696

NOTE 9 - LEASES (CONTINUED)

During the years ended December 31, 2023 and 2022, the Organization had the following cash and non-cash activities related to operating leases:

	2023	2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows for operating leases	$ 213,799	$ 176,600
Non-cash investing and financing activities:		
Lease assets obtained in exchange for lease liabilities:		
Operating leases	$ 168,666	$ 507,774

Weighted average lease term and discount rate at December 31, 2023 and 2022, were as follows:

	2023	2022
Weighted average remaining lease term (years)	1.86	2.14
Weighted average discount rate	1.36%	1.04%

Future payments due under operating leases as of December 31, 2023, were as follows for the years ending December 31:

Year	Amount
2024	$ 175,923
2025	102,400
2026	23,750
Total lease payments	302,073
Less imputed interest	4,243
Present value of lease liabilities	$ 297,830

NOTE 10 - REFUNDABLE ADVANCES

Refundable advances totaling $316,902 and $443,742 at December 31, 2023 and 2022, 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.

NOTE 11 - DEFERRED LOANS – NHHFA

Deferred loans at December 31, 2023 and 2022 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, 2023 and 2022 totaled $30,255 and $33,336, respectively.

Note payable to the NHHFA 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, 2023 and 2022 related to this note totaled $40,389 and $43,420, respectively.

NOTE 12 - 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, 2023 and 2022, the Board of Trustees had designated $16,173,416 and $14,896,850, respectively, of net assets without donor restrictions as a general endowment fund to support the mission of the Organization.

NOTE 12 - ENDOWMENT FUNDS (CONTINUED)

TYPES OF FUNDS (CONTINUED)

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, 2023 or 2022.

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 endowment funds in support of current operations is expected to remain a constant percentage of the endowment funds, adjusted for new gifts to the endowment fund.

NOTE 12 - ENDOWMENT FUNDS (CONTINUED)

INVESTMENT POLICY (CONTINUED)

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 with Board approval. This includes interest and dividends paid out to the Organization. In 2023 and 2022, the approved rate was 5.00%.

CHANGES IN ENDOWMENT NET ASSETS

The net asset composition of endowment net assets as of December 31, 2023 and changes in endowment net assets for the year ended December 31, 2023 were as follows:

		With Donor Restrictions				
	Without Donor Restrictions	Purpose Restricted	Cumulative Appreciation	Perpetually Restricted	Total	Total Endowment Net Assets
Endowment net assets, beginning of year	$ 14,896,850	$ 1,133,668	$ 788,401	$ 1,749,850	$ 3,671,919	$ 18,568,769
Contributions	--	--	--	34,963	34,963	34,963
Appropriations from endowment	(868,594)	--	(80,643)	--	(80,643)	(949,237)
Temporary appropriation for purpose-restricted net assets	(381,895)	381,895	--	--	381,895	--
Investment income, net	2,527,055	--	420,488	--	420,488	2,947,543
Endowment net assets, end of year	$ 16,173,416	$ 1,515,563	$ 1,128,246	$ 1,784,813	$ 4,428,622	$ 20,602,038

NOTE 12 - ENDOWMENT FUNDS (CONTINUED)

CHANGES IN ENDOWMENT NET ASSETS (CONTINUED)

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 Endowment Net Assets
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted	Total	
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 loss, net	(3,647,593)	--	(449,057)	--	(449,057)	(4,096,650)
Endowment net assets, end of year	$ 14,896,850	$ 1,133,668	$ 788,401	$ 1,749,850	$ 3,671,919	$ 18,568,769

NOTE 13 - NET ASSETS

NET ASSETS WITHOUT DONOR RESTRICTIONS

Net assets without donor restrictions were comprised of the following at December 31, 2023 and 2022:

	2023	2022
Undesignated net assets	$ 8,739,373	$ 6,588,866
Board-designated ERTC funds	4,261,566	--
Board-designated endowment	16,173,416	14,896,850
Total	$ 29,174,355	$ 21,485,716

NOTE 13 - NET ASSETS (CONTINUED)

NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions were comprised of the following at December 31, 2023 and 2022:

	2023	2022
Subject to expenditure for specified purpose:		
Camp	$ 7,689	$ 59,441
Family support	124,891	77,825
Family resource center	341,896	236,029
Homecare	231,618	151,410
Other projects	104,158	12,544
Runaway and homeless youth	698,184	581,804
The Children's Place	7,127	14,615
	1,515,563	1,133,668
Accumulated earnings restricted by donors for:		
General operations	189,575	158,281
Camp operations	386,004	252,769
Other purposes	552,667	377,351
	1,128,246	788,401
Original gift restricted by donors for:		
General operations	136,529	136,532
Camp operations	581,042	548,183
Other purposes	1,067,242	1,065,135
	1,784,813	1,749,850
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	2,165,143	2,020,741
Total	$ 6,593,765	$ 5,692,660

NOTE 13 - NET ASSETS (CONTINUED)

NET ASSETS WITH DONOR RESTRICTIONS (CONTINUED)

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, 2023 and 2022:

	2023	2022
Satisfaction of purpose restrictions:		
Camp	$ 66,451	$ 46,947
Runaway and homeless youth	2,450,535	1,918,666
Family support	181,115	233,742
Homecare	456,292	339,340
Family resource center	158,981	234,362
Other projects	143,893	150,258
The Children's Place	81,205	42,806
	3,538,472	2,966,121
Restricted purpose spending-rate distributions and appropriations:		
General operations	17,039	15,259
Other purposes	63,604	74,444
	80,643	89,703
Total	$ 3,619,115	$ 3,055,824

NOTE 14 - CONTRIBUTED NONFINANCIAL ASSETS

The Organization received the following contributions of nonfinancial assets for the years ended December 31, 2023 and 2022:

	Revenue Recognized		Utilization in	Valuation Techniques
	2023	2022	Programs/Activities	and Inputs
Food	$ 44,631	$ 27,599	Family Preservation & Strenthening, Homecare, and Homeless Youth & Young Adults.	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	5,399	11,751	Administration, Family Preservation & Strenthening, and Homeless Youth & Young Adults.	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	Homeless Youth & Young Adults	Valued at the estimated fair value based on current rates for similar storage space.
Toys	2,617	777	Family Preservation & Strenthening	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	10,841	4,057	Family Preservation & Strenthening	Contributed professional services are valued at the estimated fair value based on current rates for similar services.
Items for assistance to individuals	14,248	4,055	Early Childhood & Family Support and Homeless Youth & Young Adults	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.
Total	$ 77,736	$ 48,536		

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

NOTE 15 - EMPLOYEE RETENTION TAX CREDIT (ERTC)

The Employee Retention Tax Credit (ERTC), established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act), enacted March 27, 2020, amended by the Consolidated Appropriations Act, 2021 (CAA), enacted on December 27, 2020, and further amended by the American Rescue Plan Act (ARPA), enacted March 11, 2021, provides for financial relief to eligible employers through refundable tax credits. The ERTC is a refundable tax credit against certain employment taxes equal to 70% of eligible wages and certain health insurance benefits up to $28,000 per employee and $10,000 per quarter through September 30, 2021. Eligible employers can get immediate access to the credit by reducing employment tax deposits they are otherwise required to make. Employers are eligible if they operate a trade or business during January 1, 2021 through September 30, 2021 and experience either: 1) full or partial suspension of the operation of their trade or business during this period because of governmental orders limiting commerce, travel or group meetings due to COVID-19, or 2) decline in gross receipts in a calendar quarter in 2021 where the gross receipts of that calendar quarter are less than 80% of the gross receipts in the same calendar quarter in 2019. For the year ended December 31, 2023, the Organization recognized $4,736,776 of ERTC as income, net of $680,912 of applicable expenses.

NOTE 16 - ASSISTANCE TO INDIVIDUALS

Assistance to individuals was comprised of the following for the years ended December 31, 2023 and 2022:

	2023	2022
Payment to parents of foster children	$ 13,317	$ 79,831
Housing assistance to youth at risk of homelessness	388,607	259,436
Gift cards provided to families during holiday season	45,000	50,000
Food for at risk youth	100,322	36,872
In-kind assistances	77,736	48,536
Other assistance such as medical, childcare, transportation, and family activities	720,794	676,130
Total	$ 1,345,776	$ 1,150,805

NOTE 17 - 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 IRC and other limitations specified in the Plan. Contributions made to the Plan by the Organization for the years ended December 31, 2023 and 2022 totaled $160,453 and $121,399, respectively.

NOTE 18 - RELATED PARTY TRANSACTIONS

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Trustees. The attorney Board member does not personally perform the legal services. For the years ended December 31, 2023 and 2022, the total legal expense paid to related parties was $55,702 and $10,190, respectively.

NOTE 19 - 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.

NOTE 20 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through May 20, 2024, the date the consolidated financial statements were available to be issued.

WAYPOINT

CONSOLIDATED SCHEDULE OF OPERATING EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2023

	Family Preservation & Strengthening	Early Childhood & Family Support	Homeless Youth & Young Adults	Homecare	Advocacy	Camp	Total Program Services	Management and General	Fundraising	2023 Total
Personnel Expenses:										
Salaries and wages	$ 3,276,308	$ 3,406,925	$ 1,727,259	$ 1,081,739	$ 157,419	$ –	$ 9,649,650	$ 1,634,614	$ 309,418	$ 11,593,682
Employee benefits	668,164	636,824	314,704	99,446	4,388	–	1,723,526	176,591	37,744	1,937,861
Retirement plan	44,366	47,304	16,143	8,358	3,353	–	119,524	35,604	5,325	160,453
Payroll taxes and other	333,426	348,753	172,439	123,588	12,193	–	990,399	127,664	23,934	1,141,997
Subtotal personnel expense	4,322,264	4,439,806	2,230,545	1,313,131	177,353	–	12,483,099	1,974,473	376,421	14,833,993
Professional fees:										
Accounting	–	–	75	–	–	–	75	45,570	–	45,645
Legal	–	–	–	–	–	6,784	6,784	70,873	–	77,657
Other professional fees	30,150	190,276	175,231	5,532	17,000	–	418,189	406,788	52,603	877,580
Subtotal professional fees	30,150	190,276	175,306	5,532	17,000	6,784	425,048	523,231	52,603	1,000,882
Assistance to individuals	281,676	389,772	628,737	37	3	–	1,300,225	551	45,000	1,345,776
Communications	68,431	53,962	49,394	18,090	1,629	57	191,563	47,124	6,242	244,929
Conferences, conventions, meetings, and trainings	8,098	44,336	2,246	271	2,143	67,907	125,001	39,610	8,667	173,278
Depreciation	75,495	99,794	176,047	12,968	4,502	542	369,348	198,363	6,964	574,675
Insurance	32,624	38,202	29,342	12,176	964	4,865	118,173	63,652	2,282	184,107
Interest	59,073	78,086	134,755	10,147	3,523	424	286,008	40,704	5,449	332,161
Membership dues	6,075	10,961	5,930	6,023	665	–	29,654	16,084	–	45,738
Miscellaneous	9,227	20,721	10,471	12,032	20	–	52,471	113,285	5,414	171,170
Occupancy	212,555	133,492	457,554	12,513	3,775	7,424	827,313	70,603	12,193	910,109
Printing and publications	2,055	8,203	2,465	1,624	55	–	14,402	48,572	59,996	122,970
Equipment rental and maintenance	92,750	56,765	38,234	421	34	429	188,633	212,005	1,127	401,765
Supplies	25,468	56,629	62,830	3,362	1,275	–	149,564	12,586	2,190	164,340
Travel	230,603	144,066	54,165	26,351	34	–	455,219	22,146	1,138	478,503
Total	$ 5,456,544	$ 5,765,071	$ 4,058,021	$ 1,434,678	$ 212,975	$ 88,432	$ 17,015,721	$ 3,382,989	$ 585,686	$ 20,984,396

See independent auditors' report.

WAYPOINT

CONSOLIDATED SCHEDULE OF OPERATING EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2022

	Family Preservation & Strengthening	Early Childhood & Family Support	Homeless Youth & Young Adults	Homecare	Advocacy	Camp	Total Program Services	Management and General	Fundraising	2022 Total
Personnel Expenses:										
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
Subtotal personnel expense	3,766,284	4,031,299	1,429,705	1,688,675	143,392	–	11,059,355	1,731,018	601,825	13,392,198
Professional fees:										
Accounting	–	–	75	–	–	–	75	51,055	–	51,130
Legal	–	1,656	–	–	–	388	2,044	16,617	–	18,661
Other professional fees	35,039	222,122	339,713	9,155	42,550	–	648,579	370,654	160,215	1,179,448
Subtotal professional fees	35,039	223,778	339,788	9,155	42,550	388	650,698	438,326	160,215	1,249,239
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, and trainings	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
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
Equipment rental and 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	201,207	98,119	39,421	41,827	190	–	380,764	22,720	1,757	405,241
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 auditors' report.

MARCUM
ACCOUNTANTS ▲ ADVISORS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Trustees
Waypoint

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Waypoint, (the Organization), which comprise the consolidated statement of financial position as of December 31, 2023, 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, and have issued our report thereon dated May 20, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Marcum LLP

Merrimack, NH
May 20, 2024

MARCUM
ACCOUNTANTS ▲ ADVISORS

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Trustees
Waypoint

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Waypoint's (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended December 31, 2023. The Organization's major federal programs are identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, Waypoint complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States *(Government Auditing Standards);* and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with 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 opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material, noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. 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, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, 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 Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of

compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the consolidated financial statements of Waypoint as of and for the year ended December 31, 2023, and have issued our report thereon dated May 20, 2024, which contained an unmodified opinion on those consolidated financial statements. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Marcum LLP

Merrimack, NH
May 20, 2024

WAYPOINT

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED DECEMBER 31, 2023

Federal Agency Cluster Pass through Agency Program Title	Federal AL Number	Pass Through Identifying Number	Federal Expenditures	Passed Through to Subrecipient
U.S. Department of Housing and Urban Development				
CDBG - Entitlement Grants Cluster				
Passed Through the City of Manchester				
Community Development Block Grants/Entitlement Grants	14.218	211023-M	$ 4,000	$ -
Passed Through the City of Rochester				
Community Development Block Grants/Entitlement Grants	14.218	Unknown	13,500	-
Total Community Development Block Grants/Entitlement Grants			17,500	-
Total CDBG - Entitlement Grants Cluster			17,500	-
Passed Through the City of Manchester				
Emergency Solutions Grant Program	14.231	211423	20,000	-
Emergency Solutions Grant Program	14.231	611024	44,500	-
Total Emergency Solutions Grant Program			64,500	-
Direct Federal Program				
Economic Development Initiative, Community Project Funding and Miscellaneous Grants	14.251	N/A	685,714	-
Direct Federal Program				
Continuum of Care Program	14.267	N/A	99,941	-
Passed Through the State of New Hampshire				
Continuum of Care Program	14.267	05-95-42-423010-7927	212,881	-
Continuum of Care Program	14.267	05-95-42-423010-79270000	172,336	-
Total Continuum of Care Program			485,158	-
Direct Federal Program				
Youth Homelessness Demonstration Program	14.276	N/A	331,696	43,745
Passed Through the State of New Hampshire				
Youth Homelessness Demonstration Program	14.276	05-95-42-423010-79270000	124,529	-
Total Youth Homelessness Demonstration Program			456,225	43,745
Total U.S. Department of Housing and Urban Development			1,709,097	43,745
U.S. Department of Justice				
Passed Through the NH Department of Justice				
Children of Incarcerated Parents	16.831	2021FCC01	136,176	33,190
Passed Through the Manchester Police Department				
Comprehensive Opioid, Stimulant, and Other Substances Use Program	16.838	Unknown	8,642	-
Total U.S. Department of Justice			144,818	33,190
U.S. Department of Treasury				
Passed Through the City of Manchester				
COVID-19 Coronavirus Relief Fund	21.019	611321	43,003	-
Passed Through the State of New Hampshire				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	Unknown	400,000	-
Passed Through the County of Rockingham				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	Unknown	10,000	-
Passed Through the County of Merrimack				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	Unknown	16,548	-
Total COVID-19 Coronavirus State and Local Fiscal Recovery Funds			426,548	-
Total U.S. Department of Treasury			469,551	-
U.S. Department of Small Business Administration				
Passed Through Merrimack Valley Day Care				
COVID-19 Disaster Assistance Loans	59.008	Unknown	8,818	-
Total U.S. Department of Small Business Administration			8,818	-
U.S. Department of Education				
Passed Through the City of Manchester				
Education for Homeless Children and Youth	84.196A	02370156-00	1,500	-
Education for Homeless Children and Youth	84.196A	2470149	500	-
Total Education for Homeless Children and Youth			2,000	-
Passed Through NH Department of Education				
Education Stabilization Fund	84.425W	06-56-56-562010-24920000-102-500731	178,627	109,934
Total U.S. Department of Education			180,627	109,934

The accompanying notes are an integral part of this schedule.

WAYPOINT

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

FOR THE YEAR ENDED DECEMBER 31, 2023

Federal Agency Cluster Pass through Agency Program Title	Federal AL Number	Pass Through Identifying Number	Federal Expenditures	Passed Through to Subrecipient
U.S. Department of Health and Human Services				
Aging Cluster				
Passed Through the NH Department of Health and Human Services				
Special Programs for the Aging, Title III, Part B, Grants for				
Supportive Services and Senior Centers	93.044	05-95-48-481010-9255	44,349	-
Total Aging Cluster			44,349	-
Passed Through the City of Manchester				
Comprehensive Community Mental Health Services for				
Children with Serious Emotional Disturbances (SED)	93.104	6H79SM082210-04M002	155,025	14,435
Comprehensive Community Mental Health Services for				
Children with Serious Emotional Disturbances (SED)	93.104	5H79SM082210-02	11,293	-
Total Comprehensive Community mental Health Services for				
Children with Serious Emotional Disturbances (SED)			166,318	14,435
Passed Through New Hampshire Children's Trust				
Injury Prevention and Control, Community-Based Programs	93.136	SS-2022-DEHS-01-NEWHA-01-803	72,789	-
Passed Through New Hampshire Children's Trust				
Health Department Response to Public Health or Healthcare Crisis	93.391	SS-2022-DEHS-01-NEWHA-01-803	70,713	-
Passed Through the NH Division of Community and Public Health				
COVID-19 Health Department Response to Public Health				
or Healthcare Crisis	93.391	05-95-09-901010-5771	172,835	-
Total Health Department Response to Public Health				
or Healthcare Crisis			243,548	-
Direct Federal Program				
Transitional Living for Homeless Youth	93.550	N/A	479,568	-
Passed Through the NH Division of DCYF				
MaryLee Allen Promoting Safe and Stable Families Program	93.556	05-095-042-421010-29730000-102-500734-42107306	95,213	-
Passed Through New Hampshire Children's Trust				
MaryLee Allen Promoting Safe and Stable Families Program	93.556	SS-2022-DEHS-01-NEWHA-01-803	20,959	-
Total MaryLee Allen Promoting Safe and Stable Families Program			116,172	-
Direct Federal Program				
Education and Prevention Grants to Reduce Sexual Abuse of				
Runaway, Homeless and Street Youth	93.557	N/A	296,642	-
Passed Through the NH Division of DCYF				
Temporary Assistance for Needy Families	93.558	05-095-045-450010-61460000-502-500891-45030206	496,534	-
Passed Through the NH Division of Economic Housing Stability				
Temporary Assistance for Needy Families	93.558	05-95-42-450010-61460000	75,000	-
Total Temporary Assistance for Needy Families			571,534	-
Passed Through New Hampshire Children's Trust				
Community Based Child Abuse Prevention Grant	93.590	2001NHBCAP	19,204	-
COVID-19 Community Based Child Abuse Prevention Grant	93.590	2001-NHBCC6	20,075	-
Total Community Based Child Abuse Prevention Grant			39,279	-
Direct Federal Program				
Basic Center Grant	93.623	N/A	171,676	-
Passed Through the NH Division of DCYF				
Stephanie Tubbs Jones Child Welfare Services Program	93.645	05-095-042-421010-29680000-102-5000734-42106802	12,150	-
Passed Through Amoskeag Health				
Adoption Opportunities	93.652	05-95-9090-902010-7047	1,243	-
Passed Through the NH Division of DCYF				
Foster Care Title IV-E	93.658	05-95-042-421010-2958	126,689	-
Passed Through the NH Division of Community Based Care				
Social Services Block Grant	93.667	05-95-93-930010-7858	164,249	-
Passed Through the NH Division of DCYF				
Social Services Block Grant	93.667	05-095-042-421010-29660000-102-500734-42106603	226,370	30,000
Passed Through the NH Department of Health and Human Services				
Social Services Block Grant	93.667	05-95-48-481010-9255	462,622	-
Passed Through the NH Division of Long Term Supports and Services				
Social Services Block Grant	93.667	05-95-93-930010-7858	171,386	-
Total Social Services Block Grant			1,024,627	30,000
Passed Through the NH Division of Community and Public Health				
Maternal, Infant and Early Childhood Home Visiting Grant	93.870	05-95-90-902010-2451	103,515	-
Maternal, Infant and Early Childhood Home Visiting Grant	93.870	05-95-90-902010-5896	940,768	-
Total Maternal, Infant and Early Childhood Home Visiting Grant			1,044,283	-
Passed Through the NH Division Long Term Supports and Services				
Maternal and Child Health Services Block Grant to the States	93.994	05-95-93-930010-5391	19,237	-
Passed Through the NH Division of DCYF				
Maternal and Child Health Services Block Grant to the States	93.994	05-095-090-902010-51900000-102-500731-90004009	15,740	-
Total Maternal and Child Health Services Block Grant			34,977	-
Medicaid Cluster				
Passed Through the NH Division of Long Term Supports and Services				
Medical Assistance Program	93.778	Unknown	155,913	-
Total Medicaid Cluster			155,913	-
Total U.S. Department of Health and Human Services			4,601,757	43,435
Total Federal Expenditures			$ 7,114,668	$ 231,304

The accompanying notes are an integral part of this schedule.

WAYPOINT

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED DECEMBER 31, 2023

NOTE 1 - BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Waypoint, (the Organization) under programs of the federal government for the year ended December 31, 2023. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Waypoint, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Waypoint.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited to reimbursement.

NOTE 3 - DE MINIMIS COST RATE

The Organization has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE 4 - DONATED PERSONAL PROTECTIVE EQUIPMENT (PPE) (UNAUDITED)

During the year ended December 31, 2023, the Organization did not receive donated PPE from federal sources.

WAYPOINT

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED DECEMBER 31, 2023

SECTION I - SUMMARY OF AUDITORS' RESULTS

FINANCIAL STATEMENTS

Type of auditors' report issued on whether the financial statements audited were prepared in accordance with GAAP:	*Unmodified*
Internal control over financial reporting:	
Material weakness(es) identified?	___ Yes ✓ No
Significant deficiency(ies) identified?	___ Yes ✓ None reported
Noncompliance material to financial statements noted?	___ Yes ✓ No

FEDERAL AWARDS

Internal control over major federal programs:	
Material weakness(es) identified?	___ Yes ✓ No
Significant deficiency(ies) identified?	___ Yes ✓ None reported
Type of auditors' report issued on compliance for major federal programs:	*Unmodified*
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	___ Yes ✓ No

Identification of major federal programs:

NAME OF FEDERAL PROGRAM OR CLUSTER	*ASSISTANCE LISTING NUMBER(S)*
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027
Maternal, Infant, and Early Childhood Home Visiting Grant	93.870

Dollar threshold used to distinguish between type A and type B programs:	$750,000
Auditee qualified as low-risk auditee?	✓ Yes ___ No

WAYPOINT

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED DECEMBER 31, 2023

SECTION II - FINANCIAL STATEMENT FINDINGS

None.

SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

SECTION IV - SCHEDULE OF PRIOR YEAR FINDINGS

There were no findings in the prior year.

Waypoint Trustees
2024

Janet Ackerman

Melissa Biron, Treasurer

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.

[redacted]

Professional Profile

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

Professional Experience

Waypoint, ***formerly Child and Family Services of New Hampshire***
Manchester, NH — December 2013- Present

~ President and CEO

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

Riverside Community Care
Dedham, MA — 2009- 2013

~ Division Director, Child and Family Services

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

The Guidance Center, Inc.
Cambridge, MA — 1998 - 2009

~ Chief Operating Officer — 2007 - 2009

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

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain — 1992 - 1998

Universidad Pontificia de Comillas
Madrid, Spain 1991 - 1998

~Adjunct Faculty

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

Centro Médico-Psicopedagógico
Madrid, Spain 1994 - 1997

~Clinical Coordinator/Director of Training.

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

ITAD (Institute for Alcohol and Drug Treatment),
Madrid, Spain 1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

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

~ Senior Family Therapist, Couples and Family Therapy Program

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

Charles River Health Management
Boston, MA 1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

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

Publications

2009 Ayers,S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.) ,*Social Worker's Desk Reference* (2nd ed.),New York: Oxford University Press, 2009.

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

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

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

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

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

Languages

Fluent in Spanish, French and Italian.

COLLEEN M. IVES

[redacted]

CHIEF OPERATING OFFICER

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

PROFESSIONAL EXPERIENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

EDUCATION

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

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

DENISE A. BENNETT

[redacted]

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

ARC

30A

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 26, 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 of Long Term Supports and Services, to amend existing contracts with the Contractors listed below to continue to provide In-Home Care, Home Health Aide, and Nursing services, by exercising a contract renewal option by increasing the total price limitation by $12,051,987.36 from $12,332,731.74 to $24,384,719.10 and by extending the completion dates from June 30, 2024 to June 30, 2026, effective July 1, 2024, upon Governor and Council approval. 59% Federal Funds. 41% General Funds.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Androscoggin Valley Home Care Services Berlin, NH	157347	Coos County	$1,259,189.74	$1,237,459.40	$2,496,649.14	O: 6/29/22, item #47 A1: 6/28/23, item #62
Area HomeCare Family Services, Inc. Portsmouth, NH	166931	Rockingham County	$2,636,184.00	$2,621,216.00	$5,257,400.00	O: 6/29/22, item #47 A1: 6/28/23, item #62
Easter Seals New Hampshire, Inc. Manchester, NH	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	$1,567,704.00	$1,537,689.92	$3,105,393.92	O:6/29/22, item #47 A1: 6/28/23, item #62
Lakes Region Community Services Council Laconia, NH	177251	Belknap, Grafton and Sullivan Counties	$1,364,856.00	$1,232,096.00	$2,596,952.00	O: 6/29/22, item #47 A1: 6/28/23, item #62

Visiting Nurse Home Care & Hospice of Carroll County North Conway, NH	225191	Carroll County	$310,600.00	$295,619.72	$606,219.72	O: 6/29/22, item #47 A1: 6/28/23, item #62
VNA at HCS, Inc. Keene, NH	177274	Cheshire County	$1,477,584.00	$1,462,591.60	$2,940,175.60	O: 6/29/22, item #47 A1: 6/28/23, item #62
Waypoint Manchester, NH	177166	Hillsborough and Merrimack Counties	$2,902,934.00	$2,872,983.80	$5,775,917.80	O: 6/29/22, item #47 A1: 6/28/23, item #62
Cornerstone VNA Rochester, NH	230881	Strafford County	$283,624.00	$268,630.48	$552,254.48	O: 10/19/22, item #21 A1: 6/28/23, item #62
Lake Sunapee Community Health Services New London, NH	174248	Sullivan County	$204,532.00	$234,816.00	$439,348.00	O: 10/19/22, item #21 A1: 6/28/23, item #62
North Country Home Health & Hospice Agency, Inc. Littleton, NH	154643	Grafton County	$178,272.00	$172,948.44	$351,220.44	O: 10/19/22, item #21 A1: 6/28/23, item #62
The Visiting Nurse Association of Franklin Franklin, NH	154177	Belknap and Merrimack Counties	$147,252.00	$115,936.00	$263,188.00	O:10/19/22, item #21 A1: 6/28/23, item #62
		Total:	**$12,332,731.74**	**$12,051,987.36**	**$24,384,719.10**	

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to provide In-Home Care, Home Health Aide, and Nursing services statewide to support older, isolated adults, age 60 and older and to adults between the ages of 18 and 59 who have a chronic illness or disability, to live as independently as possible, safely, and with dignity.

The in-home services provided by the Contractors are:

- In-Home Care services: Older Americans Act Title III and Title XX programs, including household maintenance and housekeeping; and meal planning and preparation.
- Home Health Aide services: Assistance with managing individual personal care needs, including bathing and grooming.
- Nursing services: Providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties, including assistance with preparing and adminsitering medications, providing health evaluations, and developing health and wellness plans.

Approximately 3,320 individuals will be served during State Fiscal Years 2025 and 2026.

The Department will monitor services by reviewing quarterly reports submitted by the Contractors and by conducting site/desk reviews, as necessary by the Department.

As referenced in Exhibit A of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, the Department will be unable to provide these services that support older, isolated adults, and adults who have chronic illness or disability with living independently and safely as possible.

Source of Federal Funds: Assistance Listing Number #93.044, FAIN #2201NHOASS & 2301NH0ASS; Assistance Listing Number #93.667, FAIN #2101NHSOSR; Assistance Listing Number #93.044, FAIN 2101NHSSC; Medicaid Enhanced FMAP-ARP.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

08-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY- ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADMIN ON AGING SVCS GRANTS (50% Fed 50% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$103,890.22	$0.00	$103,890.22
2024	540-500382	SS Contracts	multiple	$103,890.22	$0.00	$103,890.22
2025	540-500382	SS Contracts	multiple	$0.00	$103,929.70	$103,929.70
2026	540-500382	SS Contracts	multiple	$0.00	$103,929.70	$103,929.70
		Subtotal		$207,780.44	$207,859.40	$415,639.84

Area Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$70,584.00	$0.00	$70,584.00
2024	540-500382	SS Contracts	multiple	$70,584.00	$0.00	$70,584.00
2025	540-500382	SS Contracts	multiple	$0.00	$70,592.00	$70,592.00
2026	540-500382	SS Contracts	multiple	$0.00	$70,592.00	$70,592.00
		Subtotal		$141,168.00	$141,184.00	$282,352.00

Cornerstone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$6,272.00	$0.00	$6,272.00
2024	540-500382	SS Contracts	multiple	$6,272.00	$0.00	$6,272.00
2025	540-500382	SS Contracts	multiple	$0.00	$6,267.24	$6,267.24
2026	540-500382	SS Contracts	multiple	$0.00	$6,267.24	$6,267.24
		Subtotal		$12,544.00	$12,534.48	$25,078.48

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$66,516.00	$0.00	$66,516.00
2024	540-500382	SS Contracts	multiple	$66,516.00	$0.00	$66,516.00
2025	540-500382	SS Contracts	multiple	$0.00	$66,508.96	$66,508.96
2026	540-500382	SS Contracts	multiple	$0.00	$66,508.96	$66,508.96
		Subtotal		$133,032.00	$133,017.92	$266,049.92

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$7,200.00	$0.00	$7,200.00
2024	540-500382	SS Contracts	multiple	$7,200.00	$0.00	$7,200.00
2025	540-500382	SS Contracts	multiple	$0.00	$7,200.00	$7,200.00
2026	540-500382	SS Contracts	multiple	$0.00	$7,200.00	$7,200.00
		Subtotal		$14,400.00	$14,400.00	$28,800.00

Lake Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$90,456.00	$0.00	$90,456.00
2024	540-500382	SS Contracts	multiple	$90,456.00	$0.00	$90,456.00
2025	540-500382	SS Contracts	multiple	$0.00	$90,464.00	$90,464.00
2026	540-500382	SS Contracts	multiple	$0.00	$90,464.00	$90,464.00
		Subtotal		$180,912.00	$180,928.00	$361,840.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$33,384.00	$0.00	$33,384.00
2024	540-500382	SS Contracts	multiple	$33,384.00	$0.00	$33,384.00
2025	540-500382	SS Contracts	multiple	$0.00	$33,392.00	$33,392.00
2026	540-500382	SS Contracts	multiple	$0.00	$33,392.00	$33,392.00
		Subtotal		$66,768.00	$66,784.00	$133,552.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget

2023	540-500382	SS Contracts	multiple	$76,532.00	$0.00	$76,532.00
2024	540-500382	SS Contracts	multiple	$76,532.00	$0.00	$76,532.00
2025	540-500382	SS Contracts	multiple	$0.00	$76,522.22	$76,522.22
2026	540-500382	SS Contracts	multiple	$0.00	$76,522.22	$76,522.22
		Subtotal		$153,064.00	$153,044.44	$306,108.44

Visiting Nurse HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$39,800.00	$0.00	$39,800.00
2024	540-500382	SS Contracts	multiple	$39,800.00	$0.00	$39,800.00
2025	540-500382	SS Contracts	multiple	$0.00	$39,809.86	$39,809.86
2026	540-500382	SS Contracts	multiple	$0.00	$39,809.86	$39,809.86
		Subtotal		$79,600.00	$79,619.72	$159,219.72

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$16,548.00	$0.00	$16,548.00
2024	540-500382	SS Contracts	multiple	$16,548.00	$0.00	$16,548.00
2025	540-500382	SS Contracts	multiple	$0.00	$16,543.80	$16,543.80
2026	540-500382	SS Contracts	multiple	$0.00	$16,543.80	$16,543.80
		Subtotal		$33,096.00	$33,087.60	$66,183.60

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$239,515.00	$0.00	$239,515.00
2024	540-500382	SS Contracts	multiple	$239,515.00	$0.00	$239,515.00
2025	540-500382	SS Contracts	multiple	$0.00	$239,531.90	$239,531.90
2026	540-500382	SS Contracts	multiple	$0.00	$239,531.90	$239,531.90
		Subtotal		$479,030.00	$479,063.80	$958,093.80
		Total		$1,601,394.44	$1,601,823.36	$3,002,917.80

06-96-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY- ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT (60% Fed 40% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$514,800.00	$0.00	$514,800.00
2024	543-500385	Adult In Home Care	48130098	$514,800.00	$0.00	$514,800.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$514,800.00	$514,800.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$514,800.00	$514,800.00
		Subtotal		$1,029,600.00	$1,029,600.00	$2,059,200.00

Area Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$1,240,008.00	$0.00	$1,240,008.00
2024	543-500385	Adult In Home Care	48130098	$1,240,008.00	$0.00	$1,240,008.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$1,240,016.00	$1,240,016.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$1,240,016.00	$1,240,016.00
		Subtotal		$2,480,016.00	$2,480,032.00	$4,960,048.00

Cornerstone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$128,040.00	$0.00	$128,040.00
2024	543-500385	Adult In Home Care	48130098	$128,040.00	$0.00	$128,040.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$128,048.00	$128,048.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$128,048.00	$128,048.00
		Subtotal		$256,080.00	$256,096.00	$512,176.00

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$702,336.00	$0.00	$702,336.00
2024	543-500385	Adult In Home Care	48130098	$702,336.00	$0.00	$702,336.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$702,336.00	$702,336.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$702,336.00	$702,336.00
		Subtotal		$1,404,672.00	$1,404,672.00	$2,809,344.00

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$50,760.00	$0.00	$50,760.00
2024	543-500385	Adult In Home Care	48130098	$50,760.00	$0.00	$50,760.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$50,768.00	$50,768.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$50,768.00	$50,768.00
		Subtotal		$101,520.00	$101,536.00	$203,056.00

Lake Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$569,472.00	$0.00	$569,472.00
2024	543-500385	Adult In Home Care	48130098	$569,472.00	$0.00	$569,472.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$525,584.00	$525,584.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$525,584.00	$525,584.00
		Subtotal		$1,138,944.00	$1,051,168.00	$2,190,112.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$48,132.00	$0.00	$48,132.00
2024	543-500385	Adult In Home Care	48130098	$48,132.00	$0.00	$48,132.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$84,016.00	$84,016.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$84,016.00	$84,016.00
		Subtotal		$96,264.00	$168,032.00	$264,296.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$1,956.00	$0.00	$1,956.00
2024	543-500385	Adult In Home Care	48130098	$1,956.00	$0.00	$1,956.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$9,952.00	$9,952.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$9,952.00	$9,952.00
		Subtotal		$3,912.00	$19,904.00	$23,816.00

Visiting Nurse HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$108,000.00	$0.00	$108,000.00
2024	543-500385	Adult In Home Care	48130098	$108,000.00	$0.00	$108,000.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$108,000.00	$108,000.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$108,000.00	$108,000.00
		Subtotal		$216,000.00	$216,000.00	$432,000.00

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$714,744.00	$0.00	$714,744.00
2024	543-500385	Adult In Home Care	48130098	$714,744.00	$0.00	$714,744.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$714,752.00	$714,752.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$714,752.00	$714,752.00
		Subtotal		$1,429,488.00	$1,429,504.00	$2,858,992.00

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$1,196,952.00	$0.00	$1,196,952.00
2024	543-500385	Adult In Home Care	48130098	$1,196,952.00	$0.00	$1,196,952.00
2025	543-500385	Adult In Home Care	48130098	$0.00	$1,196,960.00	$1,196,960.00
2026	543-500385	Adult In Home Care	48130098	$0.00	$1,196,960.00	$1,196,960.00
		Subtotal		$2,393,904.00	$2,393,920.00	$4,787,824.00
		Total		$10,550,400.00	$10,550,464.00	$21,100,864.00

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY- ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, GENERAL FUND MATCH FOR ARPA (85% Fed 15% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130819	$15,000.00	$0.00	$15,000.00

		Subtotal		$15,000.00	$0.00	$15,000.00

Area Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	$15,000.00	$0.00	$15,000.00
		Subtotal		$15,000.00	$0.00	$15,000.00

Cornerstone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$8,000.00	$0.00	$8,000.00
2024	540-500382	SS Contracts	48130619	$7,000.00	$0.00	$7,000.00
		Subtotal		$15,000.00	$0.00	$15,000.00

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	$30,000.00	$0.00	$30,000.00
		Subtotal		$30,000.00	$0.00	$30,000.00

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$16,000.00	$0.00	$16,000.00
2024	540-500382	SS Contracts	48130619	$14,000.00	$0.00	$14,000.00
		Subtotal		$30,000.00	$0.00	$30,000.00

Lake Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	$45,000.00	$0.00	$45,000.00
		Subtotal		$45,000.00	$0.00	$45,000.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$8,000.00	$0.00	$8,000.00
2024	540-500382	SS Contracts	48130619	$7,000.00	$0.00	$7,000.00
		Subtotal		$15,000.00	$0.00	$15,000.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$8,000.00	$0.00	$8,000.00
2024	540-500382	SS Contracts	48130619	$7,000.00	$0.00	$7,000.00
		Subtotal		$15,000.00	$0.00	$15,000.00

Visiting Nurse HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$0.00	$0.00	$0.00
2024	540-500382	SS Contracts	48130619	$15,000.00	$0.00	$15,000.00
		Subtotal		$15,000.00	$0.00	$15,000.00

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	$15,000.00	$0.00	$15,000.00
		Subtotal		$15,000.00	$0.00	$15,000.00

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	$30,000.00	$0.00	$30,000.00
		Subtotal		$30,000.00	$0.00	$30,000.00
		Total		$240,000.00	$0.00	$240,000.00

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF DEVELOPMENTAL SVCS: HCBS ENHANCED FMAP-ARP (100% Fed)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	102-500731	Contracts for Program Svs	93009020	$8,809.30	$0.00	$8,809.30
		Subtotal		$8,809.30	$0.00	$8,809.30

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	102-500731	Contracts for Program Svs	93009020	$1,332.00	$0.00	$1,332.00
		Subtotal		$1,332.00	$0.00	$1,332.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	102-500731	Contracts for Program Svs	93009020	$26,500.00	$0.00	$26,500.00
		Subtotal		$26,500.00	$0.00	$26,500.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	102-500731	Contracts for Program Svs	93009020	$8,296.00	$0.00	$8,296.00
		Subtotal		$8,296.00	$0.00	$8,296.00
		Total		$40,937.30	$0.00	$40,937.30

		Grand Total		$12,332,731.74	$12,051,987.36	$24,384,719.10

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Home Health Services 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 June 29, 2022 (Item #47), as amended on June 28, 2023 (Item #62), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, 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 1.7, Completion Date, to read:

   June 30, 2026

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $5,775,917.80

3. Modify Exhibit C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by:

      1.1. 58.47% Federal funds:

         1.1.1. 8.29% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, ALN 93.044, FAINs 2201NHOASS and 2301NHOASS;

         1.1.2. 49.74% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR; and

         1.1.3. .44% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC6.

      1.2. 41.53% General funds.

4. Modify Exhibit C, Payment Terms, Section 3, lead in paragraph only, to read:

   3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1, Amendment #2, Rate Sheet through Exhibit C-2, Amendment #2, Rate Sheet.

5. Modify Exhibit C-1, Rate Sheet, by replacing it in its entirety with Exhibit C-1, Amendment #2, Rate Sheet which is attached hereto and incorporated by reference herein.

6. Modify Exhibit C-2, Rate Sheet, by replacing it in its entirety with Exhibit C-2, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective 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

4/30/2024
Date

DocuSigned by:
Melissa Hardy
1223A240400F495...
Name: Melissa Hardy
Title: Director, DLTSS

Waypoint

4/29/2024
Date

DocuSigned by:
Borja Alvarez de Toledo
2EADBA204D9E4B0...
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

4/30/2024
Date

DocuSigned by:
Robyn Guarino
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:

Exhibit C-1, Amendment #2, Rate Sheet

Adult In-Home Care - Waypoint (Hillsborough County)

7/1/2022 through 06/30/2023 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	77,380	$12.00	$928,560.00
Title IIIB In Home Services	1/2 Hour	10,476	$12.00	$125,712.00
Title IIIB Home Health Aide	1/2 Hour	1,810	$16.00	$28,960.00
Title IIIB Nursing	1/2 Hour	300	$25.73	$7,719.00
	Subtotal	89,966		$1,090,951.00

7/1/2023 through 06/30/2024 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	77,380	$12.00	$928,560.00
Title IIIB In Home Services	1/2 Hour	10,476	$12.00	$125,712.00
Title IIIB Home Health Aide	1/2 Hour	1,810	$16.00	$28,960.00
Title IIIB Nursing	1/2 Hour	300	$25.73	$7,719.00
HCBS ARP In Home Services	1/2 Hour	0	$12.00	$0.00
HCBS ARP Home Health Aide	1/2 Hour	0	$16.00	$0.00
HCBS ARP Nursing	1/2 Hour	0	$25.73	$0.00
	Subtotal	89,966		$1,090,951.00

7/01/2024 through 06/30/2025 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	58,035	$16.00	$928,560.00
Title IIIB In Home Services	1/2 Hour	7,857	$16.00	$125,712.00
Title IIIB Home Health Aide	1/2 Hour	1,747	$16.58	$28,965.26
Title IIIB Nursing	1/2 Hour	120	$64.50	$7,740.00
	Subtotal	67,759		$1,090,977.26

7/01/2025 through 06/30/2026 Service Units

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	58,035	$16.00	$928,560.00
Title IIIB In Home Services	1/2 Hour	7,857	$16.00	$125,712.00
Title IIIB Home Health Aide	1/2 Hour	1,747	$16.58	$28,965.26
Title IIIB Nursing	1/2 Hour	120	$64.50	$7,740.00
	Subtotal	67,759		$1,090,977.26
	Overall Total	315,450		$4,363,856.52

DS
Contractor Initials: BAT
Date: 4/29/2024

Exhibit C-2, Amendment #2, Rate Sheet

Adult In-Home Care - Waypoint

7/1/2022 through 06/30/2023 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	22,366	$12.00	$268,392.00
Title IIIB In Home Services	1/2 Hour	4,343	$12.00	$52,116.00
Title IIIB Home Health Aide	1/2 Hour	1,563	$16.00	$25,008.00
Title IIIB Nursing	1/2 Hour	0	$25.73	$0.00
	Subtotal	28,272		$345,516.00

7/1/2023 through 06/30/2024 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	22,366	$12.00	$268,392.00
Title IIIB In Home Services	1/2 Hour	4,343	$12.00	$52,116.00
Title IIIB Home Health Aide	1/2 Hour	1,563	$16.00	$25,008.00
Title IIIB Nursing	1/2 Hour	0	$25.73	$0.00
HCBS ARP In Home Services	1/2 Hour	0	$12.00	$0.00
HCBS ARP Home Health Aide	1/2 Hour	0	$16.00	$0.00
HCBS ARP Nursing	1/2 Hour	0	$25.73	$0.00
	Subtotal	28,272		$345,516.00

7/01/2024 through 06/30/2025 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	16,775	$16.00	$268,400.00
Title IIIB In Home Services	1/2 Hour	3,257	$16.00	$52,112.00
Title IIIB Home Health Aide	1/2 Hour	1,508	$16.58	$25,002.64
Title IIIB Nursing	1/2 Hour	0	$64.50	$0.00
	Subtotal	21,540		$345,514.64

7/01/2025 through 06/30/2026 Service Units

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	16,775	$16.00	$268,400.00
Title IIIB In Home Services	1/2 Hour	3,257	$16.00	$52,112.00
Title IIIB Home Health Aide	1/2 Hour	1,508	$16.58	$25,002.64
Title IIIB Nursing	1/2 Hour	0	$64.50	$0.00
	Subtotal	21,540		$345,514.64
	Overall Total	99,624		$1,382,061.28

Contractor Initials: DS BAT

Date: 4/29/2024

GAC

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 9, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into amendments to existing contracts with the Contractors listed below to increase funding to continue In-Home Care, Home Health Aide, and Nursing services by increasing the total price limitation by $240,937.30 from $12,091,794.44 to $12,332,731.74 with no change to the contract completion dates of June 30, 2024, effective July 1, 2023, upon Governor and Council approval. 87.55% Federal Funds. 12.45% General Funds.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Androscoggin Valley Home Care Services (Berlin, NH)	157347	Coos County	$1,237,380.44	$21,809.30	$1,259,189.74	O: 6/29/22, item #47
Area HomeCare Family Services, Inc. (Portsmouth, NH)	166931	Rockingham County	$2,621,184	$15,000	$2,636,184	O: 6/29/22, item #47
Easter Seals New Hampshire, Inc. (Manchester, NH)	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	$1,537,704	$30,000	$1,567,704	O: 6/29/22, item #47
Lakes Region Community Services Council (Laconia, NH)	177251	Belknap, Grafton and Sullivan Counties	$1,319,856	$45,000	$1,364,856	O: 6/29/22, item #47

Visiting Nurse Home Care & Hospice of Carroll County (North Conway, NH)	225191	Carroll County	$295,600	$15,000	$310,600	O: 6/29/22, item #47
VNA at HCS, Inc. (Keene, NH)	177274	Cheshire County	$1,462,584	$15,000	$1,477,584	O: 6/29/22, item #47
Waypoint (Manchester, NH)	177166	Hillsborough and Merrimack Counties	$2,872,934	$30,000	$2,902,934	O: 6/29/22, item #47
Cornerstone VNA (Rochester, NH)	230881	Strafford County	$276,624	$7,000	$283,624	O: 10/19/22, item #21
Lake Sunapee Community Health Services (New London, NH)	174248	Sullivan County	$171,032	$33,500	$204,532	O: 10/19/22, item #21
North Country Home Health & Hospice Agency, Inc. (Littleton, NH)	154643	Grafton County	$164,976	$13,296	$178,272	O: 10/19/22, item #21
The Visiting Nurse Association of Franklin (Franklin, NH)	154177	Belknap and Merrimack Counties	$131,920	$15,332	$147,252	O: 10/19/22, item #21
		Total:	**$12,091,794.44**	**$240,937.30**	**$12,332,731.74**	

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide additional funding to support the continuation of In-Home Care, Home Health Aide, and Nursing services statewide, as well as to provide additional Title III American Rescue Plan Act (ARPA) funding to support post-pandemic programmatic needs to provide these supportive services to our most vulnerable populations.

Approximately 3,320 individuals will be served during State Fiscal Year 2024.

These in-home services provide assistance with managing individual personal care needs, as well as monitoring health and safety needs of individuals. The additional Title III ARPA funding will maintain the health and safety of individuals by providing health and safety products that the individual can use; as well as by providing additional supports for the staff that are providing the in-home supports and services. The other additional funding will support:

- In-Home Care services: Title III and Title XX programs, including household maintenance and housekeeping; and meal planning and preparation.
- Home Health Aide services: Assistance with managing individual personal care needs, including bathing and grooming.
- Nursing services: Providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties, including assistance with preparing and administering medications, providing health evaluations, and developing health and wellness plans.

The Department will monitor services by reviewing quarterly reports submitted by the Contractors.

Should the Governor and Executive Council not authorize this request the Department will be unable to provide additional funding to support older, isolated, and frail adults, age 60 and older, and adults between the ages of 18 and 59 who have a chronic illness or disability, which may lead to a lack of proper care for this population.

Source of Federal Funds: Assistance Listing Number (ALN) 93.044, FAIN 2101NHSSC6; and Medicaid Enhanced FMAP-ARP.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS (50% Fed 50% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 103,890.22	$ -	$ 103,890.22
2024	540-500382	SS Contracts	multiple	$ 103,890.22	$ -	$ 103,890.22
		Subtotal		$ 207,780.44	$ -	$ 207,780.44

Area HomeCare

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 70,584.00	$ -	$ 70,584.00
2024	540-500382	SS Contracts	multiple	$ 70,584.00	$ -	$ 70,584.00
		Subtotal		$ 141,168.00	$ -	$ 141,168.00

CornerStone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 6,272.00	$ -	$ 6,272.00
2024	540-500382	SS Contracts	multiple	$ 6,272.00	$ -	$ 6,272.00
		Subtotal		$ 12,544.00	$ -	$ 12,544.00

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 66,516.00	$ -	$ 66,516.00
2024	540-500382	SS Contracts	multiple	$ 66,516.00	$ -	$ 66,516.00
		Subtotal		$ 133,032.00	$ -	$ 133,032.00

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 7,200.00	$ -	$ 7,200.00
2024	540-500382	SS Contracts	multiple	$ 7,200.00	$ -	$ 7,200.00
		Subtotal		$ 14,400.00	$ -	$ 14,400.00

Lakes Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 90,456.00	$ -	$ 90,456.00
2024	540-500382	SS Contracts	multiple	$ 90,456.00	$ -	$ 90,456.00
		Subtotal		$ 180,912.00	$ -	$ 180,912.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 33,384.00	$ -	$ 33,384.00
2024	540-500382	SS Contracts	multiple	$ 33,384.00	$ -	$ 33,384.00
		Subtotal		$ 66,768.00	$ -	$ 66,768.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 76,532.00	$ -	$ 76,532.00

2024	540-500382	SS Contracts	multiple	$ 76,532.00	$ -	$ 76,532.00
		Subtotal		$ 153,064.00	$ -	$ 153,064.00

Visiting Nurse HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 39,800.00	$ -	$ 39,800.00
2024	540-500382	SS Contracts	multiple	$ 39,800.00	$ -	$ 39,800.00
		Subtotal		$ 79,600.00	$ -	$ 79,600.00

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 16,548.00	$ -	$ 16,548.00
2024	540-500382	SS Contracts	multiple	$ 16,548.00	$ -	$ 16,548.00
		Subtotal		$ 33,096.00	$ -	$ 33,096.00

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	$ 239,515.00	$ -	$ 239,515.00
2024	540-500382	SS Contracts	multiple	$ 239,515.00	$ -	$ 239,515.00
		Subtotal		$ 479,030.00	$ -	$ 479,030.00
		Total 7872		$ 1,501,394.44	$ -	$ 1,501,394.44

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (60% Fed 40% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 514,800.00	$ -	$ 514,800.00
2024	540-500382	SS Contracts	48130098	$ 514,800.00	$ -	$ 514,800.00
		Subtotal		$ 1,029,600.00	$ -	$ 1,029,600.00

Area HomeCare

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 1,240,008.00	$ -	$ 1,240,008.00
2024	540-500382	SS Contracts	48130098	$ 1,240,008.00	$ -	$ 1,240,008.00
		Subtotal		$ 2,480,016.00	$ -	$ 2,480,016.00

CornerStone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 128,040.00	$ -	$ 128,040.00
2024	540-500382	SS Contracts	48130098	$ 128,040.00	$ -	$ 128,040.00
		Subtotal		$ 256,080.00	$ -	$ 256,080.00

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 702,336.00	$ -	$ 702,336.00
2024	540-500382	SS Contracts	48130098	$ 702,336.00	$ -	$ 702,336.00
		Subtotal		$ 1,404,672.00	$ -	$ 1,404,672.00

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 50,760.00	$ -	$ 50,760.00
2024	540-500382	SS Contracts	48130098	$ 50,760.00	$ -	$ 50,760.00
		Subtotal		$ 101,520.00	$ -	$ 101,520.00

Lakes Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 569,472.00	$ -	$ 569,472.00
2024	540-500382	SS Contracts	48130098	$ 569,472.00	$ -	$ 569,472.00
		Subtotal		$ 1,138,944.00	$ -	$ 1,138,944.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 48,132.00	$ -	$ 48,132.00
2024	540-500382	SS Contracts	48130098	$ 48,132.00	$ -	$ 48,132.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2027	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2028	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2029	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		$ 96,264.00	$ -	$ 96,264.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 1,956.00	$ -	$ 1,956.00
2024	540-500382	SS Contracts	48130098	$ 1,956.00	$ -	$ 1,956.00
2025	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2026	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2027	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2028	540-500382	SS Contracts	multiple	$ -	$ -	$ -
2029	540-500382	SS Contracts	multiple	$ -	$ -	$ -
		Subtotal		$ 3,912.00	$ -	$ 3,912.00

Visiting Nurse HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 108,000.00	$ -	$ 108,000.00
2024	540-500382	SS Contracts	48130098	$ 108,000.00	$ -	$ 108,000.00
		Subtotal		$ 216,000.00	$ -	$ 216,000.00

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	$ 714,744.00	$ -	$ 714,744.00
2024	540-500382	SS Contracts	48130098	$ 714,744.00	$ -	$ 714,744.00
		Subtotal		$ 1,429,488.00	$ -	$ 1,429,488.00

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget

2023	540-500382	SS Contracts	48130098	$ 1,196,952.00	$	$ 1,196,952.00
2024	540-500382	SS Contracts	48130098	$ 1,196,952.00	$	$ 1,196,952.00
		Subtotal		$ 2,393,904.00	$	$ 2,393,904.00
		Total 9255		$ 10,550,400.00	$	$ 10,550,400.00

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, GENERAL FUND MATCH FOR ARPA (85% Fed 15% Gen)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$	$	$
2024	540-500382	SS Contracts	48130619	$	$ 15,000.00	$ 15,000.00
		Subtotal		$	$ 15,000.00	$ 15,000.00

Area HomeCare

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$	$	$
2024	540-500382	SS Contracts	48130619	$	$ 15,000.00	$ 15,000.00
		Subtotal		$	$ 15,000.00	$ 15,000.00

CornerStone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ 8,000.00	$	$ 8,000.00
2024	540-500382	SS Contracts	48130619	$	$ -7,000.00	$ 7,000.00
		Subtotal		$ 8,000.00	$ 7,000.00	$ 15,000.00

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$	$	$
2024	540-500382	SS Contracts	48130619	$	$ 30,000.00	$ 30,000.00
		Subtotal		$	$ 30,000.00	$ 30,000.00

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ 16,000.00	$	$ 16,000.00
2024	540-500382	SS Contracts	48130619	$	$ 14,000.00	$ 14,000.00
		Subtotal		$ 16,000.00	$ 14,000.00	$ 30,000.00

Lakes Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$	$	$
2024	540-500382	SS Contracts	48130619	$	$ 45,000.00	$ 45,000.00
		Subtotal		$	$ 45,000.00	$ 45,000.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ 8,000.00	$	$ 8,000.00
2024	540-500382	SS Contracts	48130619	$	$ 7,000.00	$ 7,000.00

		Subtotal		$ 8,000.00	$ 7,000.00	$ 15,000.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ 8,000.00	$ -	$ 8,000.00
2024	540-500382	SS Contracts	48130619	$ -	$ 7,000.00	$ 7,000.00
		Subtotal		$ 8,000.00	$ 7,000.00	$ 15,000.00

Visiting Nurse HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ -	$ 15,000.00	$ 15,000.00
		Subtotal		$ -	$ 15,000.00	$ 15,000.00

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ -	$ 15,000.00	$ 15,000.00
		Subtotal		$ -	$ 15,000.00	$ 15,000.00

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	$ -	$ -	$ -
2024	540-500382	SS Contracts	48130619	$ -	$ 30,000.00	$ 30,000.00
		Subtotal		$ -	$ 30,000.00	$ 30,000.00
		Total 2638		$ 40,000.00	$ 200,000.00	$ 240,000.00

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF DEVELOPMENTAL SVCS: HCBS ENHANCED FMAP-ARP (100% Fed)

AV Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	$ -	$ -	$ -
2024	540-500382	SS Contracts	93009020	$ -	$ 6,809.30	$ 6,809.30
		Subtotal		$ -	$ 6,809.30	$ 6,809.30

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	$ -	$ -	$ -
2024	540-500382	SS Contracts	93009020	$ -	$ 1,332.00	$ 1,332.00
		Subtotal		$ -	$ 1,332.00	$ 1,332.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	$ -	$ -	$ -
2024	540-500382	SS Contracts	93009020	$ -	$ 26,500.00	$ 26,500.00
		Subtotal		$ -	$ 26,500.00	$ 26,500.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	$ -	$ -	$ -
2024	540-500382	SS Contracts	93009020	$ -	$ 6,296.00	$ 6,296.00
		Subtotal		$ -	$ 6,296.00	$ 6,296.00
		Total 2606		$ -	$ 40,937.30	$ 40,937.30
		Grand Total		$ 12,091,794.44	$ 240,937.30	$ 12,332,731.74

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

This Amendment to the Home Health Services 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 June 29, 2022 (Item #47), 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, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:

   05-95-48-481010-7872
   05-95-48-481010-9255
   05-95-48-481010-2638

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,902,934

3. Modify Exhibit C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by:

      1.1. 58.61% Federal funds.

         1.1.1. 8.25% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS and 231NHOASS.

         1.1.2. 49.48% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR.

         1.1.3. 0.88% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6.

      1.2. 41.39% General funds.

4. Modify Exhibit C, Payment Terms, Section 3 through Subsection 3.1, to read:

   3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1 Rate Sheet through C-2 Rate Sheet.

      3.1. Payment for COVID-19 discretionary funding shall be on a cost-reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-3, Amendment #1, SFY 2024 Budget through C-4, Amendment #1 SFY 2024 Budget.

5. Modify Exhibit C, Payment Terms, Section 4, to read:

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

Program Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301

6. Add Exhibit C-3, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Amendment #1, SFY 2024 Budget, which is 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 July 1, 2023; 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

6/9/2023
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Waypoint

6/6/2023
Date

DocuSigned 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

6/9/2023
Date

DocuSigned by:
Robyn Guarino
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:

Exhibit C-3, Amendment #1, SFY 2024 Budget

New Hampshire Department of Health and Human Services	
Contractor Name: *Waypoint (Hillsborough County)*	
Budget Request for: *Home Health Services*	
Budget Period *SFY 2024*	
Indirect Cost Rate (if applicable) 0.00%	
Line Item	**Program Cost - Funded by DHHS**
1. Salary/Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other: Retention Stipends & Bonus'	$15,000
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$15,000
Total Indirect Costs	
TOTAL	$15,000

DS

Contractor Initials

Date 6/6/2023

Exhibit C-4, Amendment #1, SFY 2024 Budget

New Hampshire Department of Health and Human Services	
Contractor Name: *Waypoint (Merrimack County)*	
Budget Request for: *Home Health Services*	
Budget Period *SFY 2024*	
Indirect Cost Rate (if applicable) 0.00%	
Line Item	**Program Cost - Funded by DHHS**
1. Salary/Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment - Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other: Retention Stipends & Bonus	$15,000
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$15,000
Total Indirect Costs	
TOTAL	$15,000

DS

BH

Contractor Initials

Date 6/6/2023

JUN15'22 PM 3:00 RCVD

mac

47

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 8, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed $11,347,242.44 for the provision of home health services, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 58.8% Federal Funds. 41.2% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Androscoggin Valley Home Care Services (Berlin, NH)	157347	Coos County	$1,237,380.44
Area HomeCare Family Services, Inc. (Portsmouth, NH)	166931	Rockingham County	$2,621,184
Easter Seals New Hampshire, Inc. (Manchester, NH)	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	$1,537,704
Lakes Region Community Services Council (Laconia, NH)	177251	Belknap, Grafton and Sullivan Counties	$1,319,856
Visiting Nurse Home Care & Hospice of Carroll County (North Conway, NH)	225191	Carroll County	$295,600
VNA at HCS, Inc. (Keene, NH)	177274	Cheshire County	$1,462,584
Waypoint (Manchester, NH)	177166	Hillsborough and Merrimack Counties	$2,872,934
		Total:	**$11,347,242.44**

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide statewide In Home Care Services, Home Health Aide Services, and/or Nursing Services to support older, isolated and frail adults, age 60 and older, to live as independently as possible, safely, and with dignity, and to adults between the ages of 18 and 59 who have a chronic illness or disability.

Approximately 6,226 individuals will be served during State Fiscal Years 2023 and 2024.

In-Home Care services, through Title III and Title XX programs include, but are not limited to, household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance with managing individual personal care needs, including bathing and grooming.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations and developing a nursing care plan to support individuals in their homes. Nursing Services include general licensed practical nurse or registered nurse duties including, but not limited to assistance with preparing and administering medications, providing health evaluations and developing health and wellness plans.

The Department will monitor services by reviewing the quarterly reports submitted by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 22, 2022 through April 26, 2022. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, older, isolated and frail adults, age 60 and older, and adults between the ages of 18 and 59 who have a chronic illness or disability will not receive the appropriate level of care according to their needs; leaving them at risk of serious injury, illness or possibly death.

Source of Federal Funds: Assistance Listing Number #93.044, FAIN #2201NHOASS; Assistance Listing Number #93.667, FAIN #2101NHSOSR.

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. Shibinette
Commissioner

Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BEAS-06-HOMEH

Project Title Home Health Services

	Maximum Points Available	Androscoggin Valley (AV) Home Care	Area HomeCare & Family Services, Inc	Easterseals - Hillsborough	Easterseals - Strafford	Home Healthcare, Hospice and Community Services	Lakes Region Community Services - Belknap	Lakes Region Community Services - Grafton	Lakes Region Community Services - Sullivan	Visiting Nurse Home Care & Hospice	Waypoint- Hillsborough	Waypoint- Merrimack
Technical												
Experience Q1	30	26	25	26	26	29	21	21	21	23	30	30
Capacity Q2	25	24	20	21	21	23	17	17	17	17	25	25
Ability Q3	35	33	34	31	31	22	15	15	15	10	34	34
Staffing Q4	10	8	10	9	9	9	9	9	9	8	10	10
TOTAL POINTS	100	91	89	87	87	83	62	62	62	58	99	99

	Reviewer Name	Title
1	Shawn Martin	Finance Administrator
2	Kathleen Gray	Bureau of Family Centered Support Staff
3	Thom O'Connor	BEAS Program Administrato
4	Alyssa Voisine	Program Planning & Review Specialist

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 103,890.22
2024	540-500382	SS Contracts	multiple	$ 103,890.22
		Subtotal		**$ 207,780.44**

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 514,800.00
2024	543-500385	Adult In Home Care	multiple	$ 514,800.00
		Subtotal		**$ 1,029,600.00**
		Grand Total		**$ 1,237,380.44**

Area HomeCare Family Services, Inc.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 70,584.00
2024	540-500382	SS Contracts	multiple	$ 70,584.00
		Subtotal		**$ 141,168.00**

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 1,240,008.00
2024	543-500385	Adult In Home Care	multiple	$ 1,240,008.00
		Subtotal		**$ 2,480,016.00**
		Grand Total		**$ 2,621,184.00**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 66,516.00
2024	540-500382	SS Contracts	multiple	$ 66,516.00
		Subtotal		**$ 133,032.00**

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 702,336.00
2024	543-500385	Adult In Home Care	multiple	$ 702,336.00
		Subtotal		**$ 1,404,672.00**
		Grand Total		**$ 1,537,704.00**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 90,456.00
2024	540-500382	SS Contracts	multiple	$ 90,456.00
		Subtotal		**$ 180,912.00**

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 569,472.00
2024	543-500385	Adult In Home Care	multiple	$ 569,472.00
		Subtotal		**$ 1,138,944.00**
		Grand Total		**$ 1,319,856.00**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 39,800.00
2024	540-500382	SS Contracts	multiple	$ 39,800.00
		Subtotal		**$ 79,600.00**

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 108,000.00
2024	543-500385	Adult In Home Care	multiple	$ 108,000.00
		Subtotal		**$ 216,000.00**
		Grand Total		**$ 295,600.00**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 16,548.00
2024	540-500382	SS Contracts	multiple	$ 16,548.00
		Subtotal		**$ 33,096.00**

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 714,744.00
2024	543-500385	Adult In Home Care	multiple	$ 714,744.00
		Subtotal		**$ 1,429,488.00**
		Grand Total		**$ 1,462,584.00**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	$ 239,515.00
2024	540-500382	SS Contracts	multiple	$ 239,515.00
		Subtotal		**$ 479,030.00**

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	$ 1,196,952.00
2024	543-500385	Adult In Home Care	multiple	$ 1,196,952.00
		Subtotal		**$ 2,393,904.00**
		Grand Total		**$ 2,872,934.00**

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

Subject: Home Health Services (RFA-2023-BEAS-06-HOMEH-07)

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 Street Manchester, NH 03105	
1.5 Contractor Phone Number 603-518-4300	1.6 Account Number 05-95-48-481010-7872; 05-95-48-481010-9255	1.7 Completion Date 6/30/2024	1.8 Price Limitation $2,872,934
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: [signature] Date: 6/8/2022		1.12 Name and Title of Contractor Signatory Borja Alvarez de Toledo president and CEO	
1.13 State Agency Signature DocuSigned by: Christine Santaniello Date: 6/8/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 6/8/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials [initials]
Date 6/8/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS

Date 6/8/2022

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

Date 6/8/2022

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DS

Date 6/8/2022

New Hampshire Department of Health and Human Services
Home Health Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

      3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

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

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

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

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

New Hampshire Department of Health and Human Services
Home Health Services

EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. The Contractor shall provide Home Health Services in this Agreement to individuals who are not already receiving the same or similar services funded through other programs. Other programs may include, but are not limited to:

1.1.1. New Hampshire's Medicaid State Plan.

1.1.2. Any of the Home and Community Based Care Waivers administered by the Department.

1.1.3. The Medicare Program.

1.1.4. Services provided through the Veterans Administration.

1.2. The Contractor shall provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the term of the Agreement, which include, but are not limited to:

1.2.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.2.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).

1.2.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.2.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.3. The Contractor shall ensure services are available in Hillsborough and Merrimack Counties.

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

1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.6. Adult In-Home Care/In-home Care Services

1.6.1. The Contractor shall provide In Home Care Services through the Title III and Title XX programs to eligible individuals, which include, but are not limited to:

1.6.1.1. Services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809, Home

Health Care Providers or NH Administrative Rule He-P 822, Home Care Service Provider Agencies, as applicable.

1.6.1.2. Core household maintenance tasks to support the safety and well-being of individuals in their homes as defined in NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and NH Administrative Rule He-E 502, Older Americans Act Services: Title IIIB – Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, And Title IIID – Disease Prevention And Health Promotion Services

1.6.1.3. Light housekeeping tasks.

1.6.1.4. Evaluating client safety and well-being and making referrals to other services when indicated.

1.7. Home Health Aide Services

1.7.1. The Contractor shall be a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809 in order to provide home health aide services.

1.7.2. The Contractor shall provide Home Health Aide Level of Care Services through the Title III to eligible individuals as outlined in NH Administrative Rule He-E 502, which include, but are not limited to:

1.7.2.1. Receiving referrals from an individual's health care provider(s).

1.7.2.2. Performing evaluations of individuals' medical needs.

1.7.2.3. Developing service plans and incorporating this information into the individuals' person-centered plans of care.

1.7.3. The Contractor shall provide the following home health aide services based on the individual's need:

1.7.3.1. Services allowed within the Licensed Nursing Assistant (LNA) scope of practice, pursuant to NH Administrative Rule Nur 700; and

1.7.3.2. Personal care services, as described in NH Administrative Rule He-E 801.22(b), when the individual's person-centered plan contains documentation that his or her functional or medical condition necessitates the performance of such tasks by an LNA and not an unlicensed provider.

1.7.4. The Contractor shall coordinate home health aide services to ensure no duplication of services when the individual is also receiving home delivered meals, other Title III services, or services at an adult medical day program, in an assisted living facility, or in an adult family care home.

1.8. Nursing Services

1.8.1. The Contractor shall provide nursing services through Title III to eligible individuals, which include, but are not limited to:

1.8.1.1. Providing nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.

1.8.1.2. Providing the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.

1.8.2. The Contractor shall provide the following nursing services based on the individual's need:

1.8.2.1. Receiving referrals from an individual's health care provider(s).

1.8.2.2. Performing an evaluation of the individual's medical needs.

1.8.2.3. Developing a nursing care plan and incorporating this information into the individual's person-centered plan.

1.8.2.4. Providing nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care physician.

1.8.2.5. Coordinating nursing services to ensure that there is no duplicate provision of services.

1.8.2.6. Ensuring that LPN and registered nursing services are not covered when provided for the purpose of nursing oversight of authorized LNA services.

1.9. Service Administration

1.9.1. Access to Services

1.9.1.1. The Contractor shall assist individuals in accessing the services in this Agreement by:

1.9.1.1.1. Accepting applications for services directly from an individual and in accordance with Section 1.9.2., below; and

1.9.1.1.2. Accepting referrals of individuals from the Department's Adult Protection Program.

1.9.2. Client Request and Application for Services

1.9.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and NH Administrative Rule He-E 502, Older Americans Act Services: Title IIIB – Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, And Title IIID – Disease Prevention And Health Promotion Services and:

1.9.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

1.9.2.1.2. Complete Form 3000 Application provided by the Department; or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

1.9.3. Client Eligibility Requirements for Services

1.9.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 1.9.7.2., is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.2.

1.9.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance with the laws and rules listed in Section 1.2.

1.9.3.4. The Contractor shall re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.2.

1.9.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.2.

1.9.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.9.4. Client Assessments and Service Plans

1.9.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

1.9.4.4. The Contractor shall provide the Department, within 30 days of the Agreement effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

1.9.5. Person Centered Provision of Services

1.9.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into all services provided under this Agreement:

1.9.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

1.9.5.1.2. Individual's wishes, values, and beliefs are considered and respected.

1.9.5.1.3. Individuals are listened to; needs and concerns are addressed.

1.9.5.1.4. Individuals receive the information they need to make informed decisions.

1.9.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

1.9.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.

1.9.5.1.7. Individual's rights are affirmed and protected.

1.9.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

1.9.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.9.6. Client Fees and Donations

1.9.6.1. The Contractor shall comply with the donation requirements for Title III Services. The Contractor:

1.9.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.9.7. Adult Protection Services;

1.9.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12;

1.9.6.1.3. Shall ensure the donation is purely voluntary, and must not refuse services if an individual is unable or unwilling to donate;

1.9.6.1.4. Shall not bill or invoice clients and/or their families; and

1.9.6.1.5. Shall ensure that all donations support the program for which donations were given.

1.9.6.2. The Contractor shall comply with the fee requirements for Title XX Services. The Contractor:

1.9.6.2.1. May charge fees to individuals, (except as stated in Section 1.9.7. Adult Protection Services), receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

1.9.6.2.2. Shall ensure that the sliding fee schedule complies with the requirements of New Hampshire Administrative Rule He-E 501.

1.9.6.2.3. May not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.

1.9.6.2.4. Shall ensure that all fees support the program for which donations were given.

1.9.7. Adult Protection Services

1.9.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH RSA 161-F: 46 of the Adult Protection law.

1.9.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services described in this Agreement.

1.9.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

1.9.7.4. The Contractor shall ensure that the payment received from the Department for the services required in this Agreement to clients who are active recipients of Adult Protection Services, is payment in full for those services, and must refrain from making any attempt to secure additional reimbursement of any type.

1.9.8. Referring Clients to Other Services

1.9.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as applicable.

1.9.9. Client Wait Lists

1.9.9.1. The Contractor shall ensure that all services covered by this Agreement are provided to the extent that funds, staff and/or resources for this purpose are available.

1.9.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

1.9.9.3. The Contractor shall ensure individuals with adult protective needs in accordance with RSA 161-F:42-57 are given priority, and:

1.9.9.3.1. If the Contractor has a waitlist for providing contracted services, then APS referrals shall be given priority on that waitlist.

1.9.9.4. The Contractor shall include at a minimum the following information on its wait list:

1.9.9.4.1. The individual's full name and date of birth.

1.9.9.4.2. The name of the service being requested.

1.9.9.4.3. The date upon which the individual applied for services, which shall be the date the application was received by the Contractor.

1.9.9.4.4. The target date of implementing the services based on the communication between the individual and the Contractor.

1.9.9.4.5. The date upon which the individual's name was placed on the wait list, which shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

1.9.9.4.6. The individual's assigned priority on the wait list, determined in accordance with NH Administrative Rules He-E 501 and 502.

1.9.9.4.7. A brief description of the individual's circumstances and the services he or she needs.

1.9.9.5. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

1.9.9.5.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

1.9.9.5.2. Declining mental or physical health of the caregiver.

1.9.9.5.3. Declining mental or physical health of the individual.

1.9.9.5.4. Individual has no respite services while living with a caregiver.

1.9.9.5.5. Length of time on the wait list.

1.9.9.5.6. When two (2) or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.

1.9.9.5.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with NH Administrative Rules He-E 501.14 (f) and He-E 502.13.

1.9.9.6. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

1.9.9.7. The Contractor shall make the wait list available to the Department upon request.

1.9.10. E-Studio Electronic Information System

1.9.10.1. The Contractor shall use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.

1.9.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary staff.

1.9.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that the Department is notified when a staff member is no longer working in the program so his/her account can be terminated.

1.9.11. Grievance and Appeals Process

1.9.11.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff that includes, but is not limited to:

1.9.11.1.1. The client's name.

1.9.11.1.2. The type of service received by the client.

1.9.11.1.3. The date of written complaint or concern of the client.

1.9.11.1.4. The nature/subject of the complaint or concern of the client.

1.9.11.1.5. The staff position in the agency who addresses complaints and concerns.

1.9.11.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

1.9.11.2. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

1.9.12. Client Feedback

1.9.12.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

1.9.13. Support Services During an Emergency, Disaster or Crisis

1.9.13.1. The Contractor shall provide support services to eligible individuals who are homebound in accordance with the Older Americans Act during a declaration of emergency or disaster, which may include delivery services for essential needs.

1.9.13.2. The Contractor shall provide COVID-19 pandemic support services, which may include, but not be limited to:

1.9.13.2.1. Disseminating information about COVID-19 vaccines, and directing individuals with

questions to additional sources of information.

1.9.13.2.2. Addressing inequity in COVID-19 vaccination access among older adults, family caregivers, and aging network staff and volunteers from communities defined by race, ethnicity, geography, disability, income, sexual orientation, gender identity, and other factors.

1.9.13.2.3. Arranging and/or providing accessible transportation to COVID-19 vaccination sites for individuals and their caregivers.

1.9.13.2.4. Planning and organizing vaccination activities.

1.9.13.2.5. Assisting older adults to receive COVID-19 booster shots, if necessary.

1.9.13.2.6. Providing Personal Protective Equipment (PPE) to staff and/or individuals served.

1.10. The Contractor shall provide sufficient staff who have the skills to perform all services specified in this Agreement.

1.11. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

1.12. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

1.13. The Contractor shall ensure that all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.

1.14. The Contractor shall develop a Staffing Contingency Plan and submit their written Staffing Contingency Plan to the Department within thirty (30) days of the contract effective date that includes:

1.14.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

1.14.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard;

1.14.3. A description of time frames necessary for obtaining staff replacements;

1.14.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

1.14.5. A description of the method for training new staff members performing duties required under this Agreement.

1.15. The Contractor shall complete a criminal background check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals in compliance with the requirements of New Hampshire Administrative Rules He-P 818, Adult Day Programs, Section 809.17, Personnel, and He-P 822, Home Care Service Provider Agencies, Section 822.17, Personnel.

1.16. The Contractor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.

1.17. The Contractor shall facilitate reviews of files conducted by the Department on a semi-annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.17.1. Desk reviews; or

1.17.2. On-site reviews.

1.18. Reporting

1.18.1. The Contractor shall submit quarterly reports on the provision of Home Health services to the Department to ensure program compliance. The Contractor shall ensure:

1.20.1.1. The report is submitted on a pre-defined electronic form supplied by the Department by the 15th day of the month following the end of each quarter; and

1.20.1.2. The report includes, but is not limited to:

1.20.1.2.1. Expenses by program service provided.

1.20.1.2.2. Revenue, by program service provided, by funding source.

1.20.1.2.3. Total amount of donation and/or fees collected from all individuals as defined in Section 1.9.6.

1.20.1.2.4. Actual Units served, by program service provided, by funding source.

1.20.1.2.5. Number of unduplicated clients served, by service provided, by funding source.

1.20.1.2.6. Number of Title III and Title XX clients served with funds not provided by the Department.

1.20.1.2.7. Unmet need/waiting list.

1.20.1.2.8. Lengths of time clients are on a waiting list.

1.20.1.2.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

1.20.1.2.10. Explanation describing the reasons for individuals' not receiving their planned services in this Agreement.

1.20.1.2.11. A plan to address how to resolve the issues in Section 1.20.1.2.10.

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

1.19. Performance Measure

1.19.1. The Contractor shall ensure that all individuals' plans of care contain elements of person-centered planning for services in accordance with NH Administrative Rules He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

2. Exhibits Incorporated

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

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

3. Additional Terms

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

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

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

3.3.3. The Department shall 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.

3.3.3.5. Reports..

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

4. Records

4.1. The Contractor shall 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.

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 shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Home Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 58.8% Federal funds,
      1.1.1. 5.5% Older Americans Act Title III-B, as awarded on April 27, 2022, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS.
      1.1.2. 53.3% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR
   1.2. 41.2% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. 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.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services

105 Pleasant Street
Concord, NH 03301

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

6. 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.

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

8. Audits

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

8.1.1. 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.

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

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

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

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

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

8.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Rate Sheet

Home Health Services - Waypoint (Hillsborough County)

7/1/2022 through 06/30/2023 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	77,380	$12.00	$ 928,560.00
Title IIIB In Home Services	1/2 Hour	10,476	$12.00	$ 125,712.00
Title IIIB Home Health Aide	1/2 Hour	1,810	$16.00	$ 28,960.00
Title IIIB Nursing	1/2 Hour	300	$25.73	$ 7,719.00

7/1/2023 through 06/30/2024 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	77,380	$12.00	$ 928,560.00
Title IIIB In Home Services	1/2 Hour	10,476	$12.00	$ 125,712.00
Title IIIB Home Health Aide	1/2 Hour	1,810	$16.00	$ 28,960.00
Title IIIB Nursing	1/2 Hour	300	$25.73	$ 7,719.00

Contractor Initials: DS

Date: 6/8/2022

Exhibit C-2 Rate Sheet

Home Health Services - Waypoint (Merrimack County)

7/1/2022 through 06/30/2023 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	22,366	$12.00	$ 268,392.00
Title IIIB In Home Services	1/2 Hour	4,343	$12.00	$ 52,116.00
Title IIIB Home Health Aide	1/2 Hour	1,563	$16.00	$ 25,008.00
Title IIIB Nursing	1/2 Hour	0	$25.73	$ -

7/1/2023 through 06/30/2024 Service Units

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	22,366	$12.00	$ 268,392.00
Title IIIB In Home Services	1/2 Hour	4,343	$12.00	$ 52,116.00
Title IIIB Home Health Aide	1/2 Hour	1,563	$16.00	$ 25,008.00
Title IIIB Nursing	1/2 Hour	0	$25.73	$ -

Contractor Initials: DS

Date: 6/8/2022

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

Vendor Initials DS

Date 6/8/2022

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name: Waypoint

DocuSigned by:

6/8/2022
Date

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: waypoint

6/8/2022
Date

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: waypoint

6/8/2022
Date

DocuSigned by:
2E8DBA2841D9F4B0...
Name: Borja Alvarez de Toledo
Title: president and CEO

DS
6/8/2022
Contractor Initials
Date

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

6/8/2022
Date

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

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Waypoint

DocuSigned by:

6/8/2022
Date

Name: Borja Alvarez de Toledo
Title: president and CEO

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	waypoint
The State	Name of the Contractor
Christine Santaniello	
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Borja Alvarez de Toledo
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	president and CEO
Title of Authorized Representative	Title of Authorized Representative
6/8/2022	6/8/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: waypoint

6/8/2022
Date

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

DS
Contractor Initials
6/8/2022
Date

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 09-550-5905

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials DS
Date 6/8/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov