

ARC

202



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

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 3, 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 amend an existing contract with Waypoint (VC#177166), Manchester, NH, for continuation of the health care coordination program for Children with Special Healthcare Needs (CSHCN), by exercising a contract renewal option by increasing the total price limitation by \$1,189,690 from \$1,164,576 to \$2,354,266, inclusive of a shared price limitation of \$320,000, and by extending the completion dates from June 30, 2025 to June 30, 2027, effective July 1, 2025, upon Governor and Council approval. 78% Federal Funds. 22% General Funds.

The original contracts were approved by Governor and Council on June 28, 2023, item #56.

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

**See attached fiscal details.**

**EXPLANATION**

The purpose of this request is to exercise an available contract renewal option for the Contractor, which was originally competitively procured, to continue to strengthen systems of care, improve health outcomes, and reduce caregiver and patient burden for CSHCN and their families. The Contractor assists CSHCN and their families with accessing necessary health care and family support, and improving the child's ability to remain in and retain their independence within their communities, by providing community-based care coordination services that include the following components:

- Screening, identification, and assessment of a child's needs to provide the foundation for effective, high quality care coordination.
- A shared care plan to provide a roadmap and an accountability system for integrating care based on family needs and priorities identified in the assessment.
- Team-based communication between members of the team that is timely, efficient, and respectful.

- Education, coaching, and training for CSHCN, families and care teams to empower and advance their well-being.
- Collaboration with care team members including schools, medical professionals and community resources agencies.
- Health care transition planning across the systems of care for CSHCN and their families.

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

Approximately 620 individuals per year, across five geographic regions, will be served during State Fiscal Years 2026 and 2027 through this contract.

The Department will continue to monitor services by ensuring:

- Services are enhanced, but do not duplicate those provided by other agencies.
- The care plan is shared with the family in at least 95% of cases.
- 75% of CSHCN, ages 14 to 21 years, identify a goal following completion of a Transition Readiness Assessment Questionnaire (TRAQ), which includes:
  - 50% of CSHCN, ages 14 to 21 years, indicate they achieved their goal when reviewed at the end of each state fiscal year.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions 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 Council not authorize this request, children and youth from birth to age twenty-one (21) with special health care needs and their families will not get the care they need in a coordinated and organized way, which will lead to confusion, delays in treatment, repeated or duplicated services, or missed care. Families may have to manage the planning and coordination of complex health care, specialty and community services for their children, which may lead to less effective and delayed care.

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

Respectfully submitted,

  
Lori A. Weaver  
Commissioner

Fiscal Details

05-05-93-930510-36760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DLTSS-DEVELOPMENTAL SVCS, BUR - FAMILY CENTERED SERVICES, SPECIAL MEDICAL SERVICES

WAYPOINT REG 1						
State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	561-500911	Specialty Clinics	93051000	\$ 51,104.00	\$ -	\$ 51,104.00
2024	562-500912	Children w/ Special Hlth Care Needs Asstance	93051001	\$ 10,494.00	\$ -	\$ 10,494.00
2025	561-500911	Specialty Clinics	93051000	\$ 51,104.00	\$ -	\$ 51,104.00
2025	562-500912	Children w/ Special Hlth Care Needs Asstance	93051001	\$ 10,494.00	\$ -	\$ 10,494.00
2026	074-500589	Grants for Pub Asst and Relief	93051000	\$ -	\$ 63,138.00	\$ 63,138.00
2027	074-500589	Grants for Pub Asst and Relief	93051000	\$ -	\$ 63,138.00	\$ 63,138.00
<i>Subtotal</i>				\$ 123,196.00	\$ 126,276.00	\$ 249,472.00

WAYPOINT REG 2						
State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	561-500911	Specialty Clinics	93051000	\$ 20,820.00	\$ -	\$ 20,820.00
2024	562-500912	Children w/ Special Hlth Care Needs Asstance	93051001	\$ 4,278.00	\$ -	\$ 4,278.00
2025	561-500911	Specialty Clinics	93051000	\$ 20,820.00	\$ -	\$ 20,820.00
2025	562-500912	Children w/ Special Hlth Care Needs Asstance	93051001	\$ 4,278.00	\$ -	\$ 4,278.00
2026	074-500589	Grants for Pub Asst and Relief	93051000	\$ -	\$ 25,723.00	\$ 25,723.00
2027	074-500589	Grants for Pub Asst and Relief	93051000	\$ -	\$ 25,723.00	\$ 25,723.00
<i>Subtotal</i>				\$ 50,182.00	\$ 51,446.00	\$ 101,638.00

WAYPOINT REG 3						
State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	561-500911	Specialty Clinics	93051000	\$ 20,505.00	\$ -	\$ 20,505.00
2024	562-500912	Children w/ Special Hlth Care Needs Asstance	93051001	\$ 4,211.00	\$ -	\$ 4,211.00
2025	561-500911	Specialty Clinics	93051000	\$ 20,505.00	\$ -	\$ 20,505.00
2025	562-500912	Children w/ Special Hlth Care Needs Asstance	93051001	\$ 4,211.00	\$ -	\$ 4,211.00
2026	074-500589	Grants for Pub Asst and Relief	93051000	\$ -	\$ 25,334.00	\$ 25,334.00
2027	074-500589	Grants for Pub Asst and Relief	93051000	\$ -	\$ 25,334.00	\$ 25,334.00

**Fiscal Details**

			<b>Subtotal</b>	\$ 49,432.00	\$ 50,688.00	\$ 100,100.00
--	--	--	-----------------	--------------	--------------	---------------

WAYPOINT		REG 4				
State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	561-500911	Specialty Clinics	93051000	\$ 30,599.00	\$ -	\$ 30,599.00
2024	562-500912	Children w/ Special Hlth Care Needs Asstance	93051001	\$ 6,284.00	\$ -	\$ 6,284.00
2025	561-500911	Specialty Clinics	93051000	\$ 30,599.00	\$ -	\$ 30,599.00
2025	562-500912	Children w/ Special Hlth Care Needs Asstance	93051001	\$ 6,284.00	\$ -	\$ 6,284.00
2026	074-500589	Grants for Pub Asst and Relief	93051000	\$ -	\$ 37,805.00	\$ 37,805.00
2027	074-500589	Grants for Pub Asst and Relief	93051000	\$ -	\$ 37,805.00	\$ 37,805.00
			<b>Subtotal</b>	\$ 73,766.00	\$ 75,610.00	\$ 149,376.00

WAYPOINT		REG 8				
State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	561-500911	Specialty Clinics	93051000	\$ 22,713.00	\$ -	\$ 22,713.00
2024	562-500912	Children w/ Special Hlth Care Needs Asstance	93051001	\$ 4,664.00	\$ -	\$ 4,664.00
2025	561-500911	Specialty Clinics	93051000	\$ 22,713.00	\$ -	\$ 22,713.00
2025	562-500912	Children w/ Special Hlth Care Needs Asstance	93051001	\$ 4,664.00	\$ -	\$ 4,664.00
2026	074-500589	Grants for Pub Asst and Relief	93051000	\$ -	\$ 28,061.00	\$ 28,061.00
2027	074-500589	Grants for Pub Asst and Relief	93051000	\$ -	\$ 28,061.00	\$ 28,061.00
			<b>Subtotal</b>	\$ 54,754.00	\$ 56,122.00	\$ 110,876.00

			<b>Total 3676</b>	\$ 351,340.00	\$ 360,122.00	\$ 711,462.00
--	--	--	-------------------	---------------	---------------	---------------

**05-95-93-930510-38750000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DLTSS-DEVELOPMENTAL SVCS, BUR-FAMILY CENTERED SERVICES, SOCIAL SERVICES BLOCK GRANT DD**

WAYPOINT		REG 1				
State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500589	Grants for Pub Asst and Relief	93063675	\$ 104,278.00	\$ -	\$ 104,278.00
2024	502-500891	Payment to Providers	93063675	\$ 10,251.00	\$ -	\$ 10,251.00
2025	074-500589	Grants for Pub Asst and Relief	93063675	\$ 104,277.00	\$ -	\$ 104,277.00
2025	502-500891	Payment to Providers	93063675	\$ 10,251.00	\$ -	\$ 10,251.00
2026	074-500589	Grants for Pub Asst and Relief	93063675		\$ 106,884.00	\$ 106,884.00

**Fiscal Details**

2026	502-500891	Payment to Providers	93063675		\$ 10,507.00	\$ 10,507.00
2027	074-500589	Grants for Pub Asst and Relief	93063675		\$ 106,884.00	\$ 106,884.00
2027	502-500891	Payment to Providers	93063675		\$ 10,507.00	\$ 10,507.00
			<b>Subtotal</b>		<b>\$ 229,057.00</b>	<b>\$ 234,782.00</b>
					<b>\$ 234,782.00</b>	<b>\$ 463,839.00</b>

**WAYPOINT REG 2**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500589	Grants for Pub Asst and Relief	93063675	\$ 42,483.00	\$ -	\$ 42,483.00
2024	502-500891	Payment to Providers	93063675	\$ 4,176.00	\$ -	\$ 4,176.00
2025	074-500589	Grants for Pub Asst and Relief	93063675	\$ 42,483.00	\$ -	\$ 42,483.00
2025	502-500891	Payment to Providers	93063675	\$ 4,176.00	\$ -	\$ 4,176.00
2026	074-500589	Grants for Pub Asst and Relief	93063675	\$ -	\$ 43,545.00	\$ 43,545.00
2026	502-500891	Payment to Providers	93063675	\$ -	\$ 4,280.00	\$ 4,280.00
2027	074-500589	Grants for Pub Asst and Relief	93063675	\$ -	\$ 43,545.00	\$ 43,545.00
2027	502-500891	Payment to Providers	93063675	\$ -	\$ 4,280.00	\$ 4,280.00
			<b>Subtotal</b>	<b>\$ 93,318.00</b>	<b>\$ 95,650.00</b>	<b>\$ 188,968.00</b>

**WAYPOINT REG 3**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500589	Grants for Pub Asst and Relief	93063675	\$ 41,839.00	\$ -	\$ 41,839.00
2024	502-500891	Payment to Providers	93063675	\$ 4,113.00	\$ -	\$ 4,113.00
2025	074-500589	Grants for Pub Asst and Relief	93063675	\$ 41,840.00	\$ -	\$ 41,840.00
2025	502-500891	Payment to Providers	93063675	\$ 4,113.00	\$ -	\$ 4,113.00
2026	074-500589	Grants for Pub Asst and Relief	93063675	\$ -	\$ 42,886.00	\$ 42,886.00
2026	502-500891	Payment to Providers	93063675	\$ -	\$ 4,216.00	\$ 4,216.00
2027	074-500589	Grants for Pub Asst and Relief	93063675	\$ -	\$ 42,886.00	\$ 42,886.00
2027	502-500891	Payment to Providers	93063675	\$ -	\$ 4,216.00	\$ 4,216.00
			<b>Subtotal</b>	<b>\$ 91,905.00</b>	<b>\$ 94,204.00</b>	<b>\$ 186,109.00</b>

**WAYPOINT REG 4**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500589	Grants for Pub Asst and Relief	93063675	\$ 62,438.00	\$ -	\$ 62,438.00
2024	502-500891	Payment to Providers	93063675	\$ 6,138.00	\$ -	\$ 6,138.00
2025	074-500589	Grants for Pub Asst and Relief	93063675	\$ 62,438.00	\$ -	\$ 62,438.00
2025	502-500891	Payment to Providers	93063675	\$ 6,138.00	\$ -	\$ 6,138.00
2026	074-500589	Grants for Pub Asst and Relief	93063675	\$ -	\$ 64,000.00	\$ 64,000.00

**Fiscal Details**

2026	502-500891	Payment to Providers	93063675	\$	\$ 6,291.00	\$ 6,291.00
2027	074-500589	Grants for Pub Asst and Relief	93063675	\$	\$ 64,000.00	\$ 64,000.00
2027	502-500891	Payment to Providers	93063675	\$	\$ 6,291.00	\$ 6,291.00
			<b>Subtotal</b>	\$	\$ 137,152.00	\$ 140,582.00
				\$	\$ 277,734.00	

**WAYPOINT REG 8**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500589	Grants for Pub Asst and Relief	93063675	\$ 46,348.00	\$	\$ 46,348.00
2024	502-500891	Payment to Providers	93063675	\$ 4,558.00	\$	\$ 4,558.00
2025	074-500589	Grants for Pub Asst and Relief	93063675	\$ 46,348.00	\$	\$ 46,348.00
2025	502-500891	Payment to Providers	93063675	\$ 4,558.00	\$	\$ 4,558.00
2026	074-500589	Grants for Pub Asst and Relief	93063675	\$	\$ 47,505.00	\$ 47,505.00
2026	502-500891	Payment to Providers	93063675	\$	\$ 4,670.00	\$ 4,670.00
2027	074-500589	Grants for Pub Asst and Relief	93063675	\$	\$ 47,505.00	\$ 47,505.00
2027	502-500891	Payment to Providers	93063675	\$	\$ 4,670.00	\$ 4,670.00
			<b>Subtotal</b>	\$	\$ 101,804.00	\$ 104,350.00
				\$	\$ 206,154.00	

**Total 3675 \$ 653,236.00 \$ 669,568.00 \$ 1,322,804.00**

**05-95-93-930510-38760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DLTSS-DEVELOPMENTAL SVCS, BUR-FAMILY CENTERED SERVICES, SPECIAL MEDICAL SERVICES (Shared Pool)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	562-500912	Children w/ Special Hlth Care Needs Asstance	93051210	\$ 65,000.00	\$	\$ 65,000.00
2025	562-500912	Children w/ Special Hlth Care Needs Asstance	93051210	\$ 65,000.00	\$	\$ 65,000.00
2026	562-500912	Children w/ Special Hlth Care Needs Asstance	93051210	\$	\$ 65,000.00	\$ 65,000.00
2027	562-500912	Children w/ Special Hlth Care Needs Asstance	93051210	\$	\$ 65,000.00	\$ 65,000.00
			<b>Subtotal</b>	\$	\$ 130,000.00	\$ 130,000.00
				\$	\$ 260,000.00	

**05-95-93-930510-38760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DLTSS-DEVELOPMENTAL SVCS, BUR-FAMILY CENTERED SERVICES, SOCIAL SERVICES BLOCK GRANT DD (Shared Pool)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
-------------------	-----------------	-------------	------------	----------------	------------------------------	----------------

*Fiscal Details*

2024	074-500589	Grants for Pub Asst and Relief	93073675	\$ 15,000.00	\$ -	\$ 15,000.00
2025	074-500589	Grants for Pub Asst and Relief	93073675	\$ 15,000.00	\$ -	\$ 15,000.00
2026	074-500589	Grants for Pub Asst and Relief	93073675	\$ -	\$ 15,000.00	\$ 15,000.00
2027	074-500589	Grants for Pub Asst and Relief	93073675	\$ -	\$ 15,000.00	\$ 15,000.00
			<i>Subtotal</i>	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00
				<i>Total Price Shared</i>	\$ 160,000.00	\$ 160,000.00
				<i>Total Price All Vendors</i>	\$ 1,164,576.00	\$ 1,189,690.00
					\$ 2,354,266.00	

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

This Amendment to the Health Care Coordination 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 28, 2023 (Item #56), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2027
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,354,266
3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms; Section 1.1. through Section 1.2., to read:
  - 1.1. 77.77% Federal funds:
    - 1.1.1. 19.03% Title V Block Grant, as awarded on September 24, 2022 and October 10, 2023, by the U.S. Department of Health and Human Services, Health Resources & Services Administration (HRSA), ALN #93.994, FAIN #B0445230 and #B0440148.
    - 1.1.2. 58.74% Office of Community Services Social Services Block Grant, as awarded on June 29, 2022, June 11, 2024 and November 19, 2024, by the U.S. Department of Health and Human Services, Administration for Children & Families, ALN #93.667, FAIN #2201NHSOSR, #2401NHSOSR and 2501NHSOSR.
  - 1.2. 22.23% General Funds.
5. Modify Exhibit C, Payment Terms; Section 3., lead-in paragraph only, to read:
  3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through Exhibit C-20, Budget – Amendment #1.
6. Modify Exhibit C, Payment Terms; Section 4.1., lead-in paragraph only, to read:
  - 4.1. The Contractor may utilize a shared price limitation in an amount not to exceed \$320,000, shared across all Contractors providing Health Care Coordination for Children with Special Health Care Needs services. No maximum or minimum funding amount per Contractor is guaranteed. Funding for the shared price limitation may be utilized for the following:
7. Add Exhibits C-11, Budget – Amendment #1 through C-20, Budget – Amendment #1, which are attached hereto and incorporated by reference herein.

Waypoint

RFP-2024-DLTSS-01-HEALT-01-A01  
v7.12.23

A-S-1.3

Page 1 of 3

Contractor Initials  
5/22/2025  
Date

Initial  
BlT

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, 2025, 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

5/22/2025

Date

DocuSigned by:  
*Melissa Hardy*  
1323A24040DF485...

Name: Melissa Hardy

Title: director, DLTSS

Waypoint

5/22/2025

Date

Signed by:  
*Borja Alvarez de Toledo*  
2E8DBA284D9F480...

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

5/31/2025

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:

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must provide Healthcare Coordination to children with special healthcare needs (CSHCN), birth to twenty-one (21) years of age, and their families who:
  - 1.1.1. Reside in New Hampshire;
  - 1.1.2. Are or have a parent/guardian who is a U.S. citizen or legal resident alien, as defined in NH Administrative Rule He-M 520.03; and
  - 1.1.3. Are not currently served by the Area Agency system, as defined in He-M 523.03(c), including:
    - 1.1.3.1. Disabilities which meet the definition in RSA 171-A:2, V;
    - 1.1.3.2. The person would be or has been found eligible for services pursuant to He-M 503.03 through He-M 503.18; and
    - 1.1.3.3. Families/recipients who are currently enrolled who meet the definition of RSA171-A:2 V must receive transition planning before discharge.
      - 1.1.3.3.1. Transition planning must include a written care plan agreed upon by the family/recipient that includes:
        - 1.1.3.3.1.1. Current care plan team members and contact information; and
        - 1.1.3.3.1.2. Current goals and plan to support the current needs and available community resources that meet the specific needs of the family.
- 1.2. The Contractor must accept cases assigned, following eligibility determination completed by the Department.
- 1.3. The Contractor must ensure services are available in Regions 1, 2, 3, 4 and 8, as identified in NH Administrative Rule He-M 523.12 Designation of Regional Boundaries, Table 523-1 shown below:

Region 1			
Albany	Easton	Livermore	Stratford
Bartlett	Eaton	Lyman	Sugar Hill
Bath	Effingham	Madison	Tamworth
Benton	Errol	Milan	Tuftonboro
Berlin	Franconia	Millsfield	Union
Bethlehem	Freedom	Monroe	Wakefield
Brookfield	Gorham	Moultonborough	Warren

*BAT*

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

Carroll	Groveton	Northumberland	Waterville
Chatham	Hart's Location	Ossipee	Wentworth
Clarksville	Haverhill	Piermont	Whitefield
Colebrook	Jackson	Pittsburg	Wolfeboro
Columbia	Jefferson	Randolph	Woodstock
Conway	Lancaster	Sanbornville	Woodsville
Dalton	Landaff	Sandwich	
Dixville	Lincoln	Shelburne	
Dummer	Lisbon	Stark	
	Littleton	Stewartstown	
<b>Region 2</b>			
Acworth	Dorchester	Langdon	Orford
Canaan	Enfield	Lebanon	Plainfield
Charlestown	Goshen	Lempster	Springfield
Claremont	Grafton	Lyme	Sunapee
Cornish	Grantham	Newport	Unity
Croydon	Hanover	Orange	Washington
<b>Region 3</b>			
Alexandria	Bristol	Groton	Plymouth
Alton	Campton	Hebron	Rumney
Ashland	Center Harbor	Holderness	Sanbornton
Barnstead	Ellsworth	Laconia	Thornton
Belmont	Gilford	Meredith	Tilton
Bridgewater	Gilmanton	New Hampton	
<b>Region 4</b>			
Allenstown	Dunbarton	Hopkinton	Sutton
Andover	Danbury	Loudon	Warner
Boscawen	Deering	Newbury	Weare
Bow	Epsom	New London	Webster
Bradford	Franklin	Northfield	Wilmot
Canterbury	Henniker	Pembroke	Windsor
Chichester	Hill	Pittsfield	
Concord	Hillsboro	Salisbury	
<b>Region 8</b>			
Brentwood	Greenland	Newfields	Portsmouth
Deerfield	Hampton	Newington	Raymond
East Kingston	Hampton Falls	Newmarket	Rye
Epping	Kensington	North Hampton	Seabrook

Initial  
**BAT**

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

Exeter	Kingston	Northwood	South Hampton
Fremont	New Castle	Nottingham	Stratham

- 1.4. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.
- 1.5. The Contractor must provide community-based health care coordination including family support for CSHCN and their families that is:
  - 1.5.1. Based on the premise of health equity, that all children and families should have an equal opportunity to attain their full health potential, and no barriers should exist to prevent children and their families from achieving this potential.
  - 1.5.2. Provided to improve their ability to navigate the complexities and manage the unique challenges of having a chronic condition or caring for a CSHCN.
- 1.6. The Contractor must adhere to all applicable legislative and programmatic requirements when providing services.
- 1.7. The Contractor must maintain compliance with applicable federal and state regulations, policies, and procedures set forth by the Department.
- 1.8. The Contractor must ensure that health care coordination services include, but are not limited to:
  - 1.8.1. Promotion of family-centered, coordinated, ongoing comprehensive care within a medical home;
  - 1.8.2. Coordination of home and community based supports, which may include, but is not limited to:
    - 1.8.2.1. Primary and specialty care services;
    - 1.8.2.2. Home-based services;
    - 1.8.2.3. Transportation;
    - 1.8.2.4. Linguistic services;
    - 1.8.2.5. Care continuity activities that address the unique needs of CSHCN;
    - 1.8.2.6. Respite care and campership resources;
    - 1.8.2.7. Environmental Modifications;
    - 1.8.2.8. Financial Assistance;
    - 1.8.2.9. Family Education and Leadership Development; and
    - 1.8.2.10. Family Council activities.

Initials  
**BAT**

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

- 1.8.3. Assistance for families to manage the impact of their child's condition at home and avoid more costly residential/institutional settings;
  - 1.8.4. Activities that empower children and families to advance their wellbeing;
  - 1.8.5. Care coordination assessments for strengths, needs, and goals to be incorporated in a shared care plan;
  - 1.8.6. Financial assistance to eligible recipients for health-related services, in accordance with NH Administrative Rule He-M 520.06, which requires prior approval by the Department.
  - 1.8.7. Financial assistance to eligible recipients for Environmental Modifications, which require prior approval by the Department; and
  - 1.8.8. Financial assistance to eligible recipients based on needs and availability of funds, in accordance with NH Administrative Rule He-M 523.06(b).
- 1.9. The Contractor must ensure services are provided in alignment with the six (6) domains of the National Care Coordination Standards for CSHCN found at the National Academy for State Health Policy: <https://www.nashp.org/national-care-coordination-standards-for-children-and-youth-with-special-health-care-needs/> currently in effect, and as may be amended.

**Domain 1: Identification, Screening, and Assessment**

- 1.10. The Contractor must initiate contact with CSHCN and their families, to determine preliminary planning for services needed, within five (5) business days of notification of eligibility by the Department.
- 1.11. For ongoing annual applications, the Contractor may engage in activities related to ongoing applications, assessment and care planning with the recipient up to 60 days before the current application expires.
- 1.12. The Contractor must conduct care coordination assessments using a Department-approved tool, in collaboration with each CSHCN and their family, within fifteen (15) business days of being notified of eligibility and at least annually, to inform the development of a plan of care and monitor progress.
- 1.13. The Contractor must ensure individuals fourteen (14) years of age and older and/or their parent/guardian, complete the Transition Readiness Assessment Questionnaire (TRAQ) and set transition goals, at the time of their initial assessment and annually.
- 1.14. The Contractor must ensure respite needs are assessed and documented as part of care coordination assessments in Section 1.12.
- 1.15. The Contractor must ensure data is entered and case records are maintained in the Department's on-premise Data System, Special Medical Services/Partners

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

in Health, also known as SMS Data system, within five (5) business days of receipt of information or an encounter, as required by the Department.

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

1.16.1. Updated demographic information, diagnosis information, and care levels.

1.16.2. Documentation including, but not limited to:

1.16.2.1. Assessments outlined in Section 1.12., and the Transition Readiness Assessment Questionnaire (TRAQ) for children ages fourteen (14) years of age and older.

1.16.2.2. Updated annual applications

1.16.2.3. Referral forms.

1.16.2.4. Releases.

1.16.2.5. Waiver requests and approvals, if applicable.

1.16.2.6. Financial assistance authorizations/approvals.

1.16.2.7. Guardianship paperwork, if applicable.

1.16.2.8. Shared Care Plans.

1.16.2.9. Evaluations.

**Domain 2: Shared Care Plan**

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

1.17.1. A Health Summary;

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

1.17.3. Upcoming medical and social service transitions;

1.17.4. Emergency and disaster plans;

1.17.5. The individuals responsible for providing specific services;

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

1.17.7. Plans for follow-up, monitoring, and reassessment that include measurable steps and benchmarks.

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

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

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

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

**Domain 3: Team-Based Communication**

- 1.20. The Contractor must ensure that communication between members of the care team is timely, efficient, respectful, and culturally sensitive, in accordance with Domain 3 of the National Care Coordination Standards for CSHCN.
- 1.21. The Contractor must participate in the development of program-wide communication policies, in collaboration with the Department and in accordance with Domain 3 of the National Standards.
- 1.22. The Contractor must communicate and/or coordinate services with other providers of case management / care coordination / family support services, including but not limited to:
  - 1.22.1. Division of Behavioral Health's Community Mental Health Centers and Children's Behavioral Health Collaborative;
  - 1.22.2. Managed Care Organizations (MCOs);
  - 1.22.3. Schools;
  - 1.22.4. Medical Homes/Clinics/Hospitals;
  - 1.22.5. Area Agencies for Developmental Services;
  - 1.22.6. Family Centered Early Supports and Services programs; and
  - 1.22.7. Other Department programs including, but not limited to:
    - 1.22.7.1. BFCS Nurse Consultation;
    - 1.22.7.2. NH Family Voices;
    - 1.22.7.3. Specialty Services for Children with Medical Complexity;
    - 1.22.7.4. Nutrition, Feeding and Swallowing Network (NFS);
    - 1.22.7.5. Child Development Clinics; and
    - 1.22.7.6. Pediatric Psychiatry Consultation.

**Domain 4: Child and Family Empowerment and Skills Development**

- 1.23. The Contractor must provide care coordination that includes education, coaching, and training for CSHCN, families/guardians and members of the care

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

team in accordance with Domain 4 of the National Care Coordination Standards for CSHCN.

- 1.24. The Contractor must support families and children to leverage strengths, increase understanding of the child's condition, build self-management and efficacy skills, and develop knowledge and skills to achieve identified goals.
- 1.25. The Contractor must connect families to peer supports (e.g. family council members, mentors, support groups, condition specific organizations) to help families build confidence and competence in articulating goals and expectations.

**Domain 5: Care Coordination Workforce**

- 1.26. The Contractor must make a request in writing to the Department before hiring new program personnel who do not meet the following required staff qualifications. The Department may approve a waiver based on the needs of the program and/or the individual's experience and education:
  - 1.26.1. A Bachelor's degree; and
  - 1.26.2. Two (2) years of experience in care coordination or within community programs serving CSHCN or four (4) years of experience working with children and families.
- 1.27. The Contractor must ensure HCCs have the competencies needed for successful navigation across health, behavioral health, social service, and other child-serving systems.
- 1.28. The Contractor must take into account an individual's lived experiences, or practical knowledge and understanding of navigating the health system as an important consideration in care coordination hiring.
- 1.29. The Contractor must build capacity to meet the needs of the culturally diverse populations within the region(s) they serve which includes recruiting and maintaining a workforce that is culturally, linguistically, racially, and ethnically diverse;
- 1.30. The Contractor must ensure each HCC completes a minimum of eighteen (18) hours of training each year, and maintains documentation in the form of a certificate of attendance. Training must focus on the following topics:
  - 1.30.1. Learning from and building partnerships with families;
  - 1.30.2. Motivational interviewing;
  - 1.30.3. Identification of family strengths, priorities, and goal setting;
  - 1.30.4. Care plan development;
  - 1.30.5. Cultural & linguistic competencies;
  - 1.30.6. Implicit bias;

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

- 1.30.7. Health insurance policies and procedures;
  - 1.30.8. Confidentiality;
  - 1.30.9. Health Insurance Portability and Accountability Act (HIPAA) and Family Rights and Privacy Act (FRPA) compliance training;
  - 1.30.10. Health literacy;
  - 1.30.11. Community-based resources;
  - 1.30.12. Transition and referral process (including, but not limited to TRAQ activities); and
  - 1.30.13. Education systems for CSHCN.
- 1.31. The Contractor must ensure policies, procedures and mechanisms are in place, including child and family feedback, to review HCC and quality of health care coordination.

**Domain 6: Care Transitions**

- 1.32. The Contractor must ensure facilitation of effective care transitions, including Family Centered Early Supports and Services (FCESS) to Preschool Special Education and from pediatric to adult health care service providers in accordance with Domain 6 of the National Care Coordination Standards for CSHCN and Got Transition™.
- 1.33. The Contractor must ensure that enrolled participants over the age of fourteen (14) have a health related goal incorporated within the shared care plan.
- 1.34. The Contractor must ensure that HCC engage in Department-required training related to TRAQ and TRAQ activities.
- 1.35. The Contractor must coordinate services with the Department which include, but are not limited to:
- 1.35.1. Participation in the planning, development and evaluation of program goals and objectives in conjunction with BFCS staff, including how best to respond to emerging issues identified by state agencies;
  - 1.35.2. Participation with the Department in developing, implementing, and revising quality assurance and continuous quality improvement (CQI) activities and standards including but not limited to:
    - 1.35.2.1. Caseload management.
    - 1.35.2.2. Nurse consultation.
- 1.36. The Contractor must develop a Participant Satisfaction Survey, to be distributed to families of CSHCN after services are provided.
- 1.37. The Contractor must participate in system-level activities with other State-funded projects providing case management / care coordination / family support

BAT

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

services / systems improvement for children with special health care needs in designated areas, including, but not limited to:

- 1.37.1. Division of Behavioral Health's Community Mental Health Centers and Children's Behavioral Health Collaborative;
- 1.37.2. Bureau of Developmental Services Area Agencies;
- 1.37.3. Family Centered Early Supports and Services programs; and
- 1.37.4. Other Department programs including, but not limited to:
  - 1.37.4.1. Nurse Consultation;
  - 1.37.4.2. NH Family Voices;
  - 1.37.4.3. Specialty Services for Children with Medical Complexity;
  - 1.37.4.4. Nutrition, Feeding and Swallowing Network;
  - 1.37.4.5. Child Development Clinics; and
  - 1.37.4.6. Pediatric Psychiatry Consultation.

**1.38. Staffing Requirements**

- 1.38.1. The Contractor must establish and maintain program personnel policies and procedures that will be made accessible and available to all Contractor staff and the Department which include, but are not limited to:
  - 1.38.1.1. Selection and dismissal of staff, volunteers and others.
  - 1.38.1.2. Delivering or coordinating services under the provider's direction.
  - 1.38.1.3. Procedures for supporting students/interns interested in working with CSHCN.
  - 1.38.1.4. Procedures for verifying staff, volunteer and student training/intern qualifications.
- 1.38.2. The Contractor must designate one (1) full-time supervisor to oversee eight (8) Healthcare Coordinators (HCCs), broken up by region as follows:
  - 1.38.2.1. Region 1 – Three (3) HCCs
  - 1.38.2.2. Region 2 – One (1) HCC
  - 1.38.2.3. Region 3 – One (1) HCC
  - 1.38.2.4. Region 4 – Two (2) HCCs
  - 1.38.2.5. Region 8 – One (1) HCC

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

- 1.38.3. The Contractor must ensure HCC's maintain a caseload of between 50 and 75 active families.
- 1.38.4. The Contractor must provide, at a minimum, one (1) hour of support from each HCC, per month to each family engaged in this program.
- 1.38.5. The Contractor must identify a Lead Agency Supervisor, to act as a point of contact with the Department, and who is responsible for the following:
  - 1.38.5.1. Ensuring program activities meet contractual obligations and comply with NH Administrative Rule He-M 520 and 523 including, but not limited to:
    - 1.38.5.1.1. Reviewing quarterly and annual reports.
    - 1.38.5.1.2. Ensuring data is entered and case records are maintained in the Data system within five (5) business days of receipt as required by the Department.
    - 1.38.5.1.3. Tracking expenditures.
    - 1.38.5.1.4. Ensuring distribution and collection of satisfaction surveys.
    - 1.38.5.1.5. Participating in program and financial audits.
    - 1.38.5.1.6. Participating in Quarterly Meetings with the Department, with date and location agreed upon by both parties.
    - 1.38.5.1.7. Providing supervision to the HCCs including but not limited to:
      - 1.38.5.1.7.1. Ensuring training requirements are met.
      - 1.38.5.1.7.2. Providing annual evaluations.
  - 1.38.6. The Contractor must ensure the HCCs participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.39. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.40. The Contractor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.41. The Contractor must provide review level access to their record keeping system for the purposes of contract monitoring by the Department.

**1.42. Reporting**

Initials  
BAT

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

- 1.42.1. The Contractor must submit annual reports, site review documents, and performance measures data (e.g. family satisfaction surveys) to the Department.
- 1.42.2. The Contractor must submit quarterly reports, using a Department provided template, which include, but are not limited to:
  - 1.42.2.1. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following quarter;
  - 1.42.2.2. Progress made on issues identified in the previous report; and
  - 1.42.2.3. Updated training log with certificates of attendance for all HCC.
- 1.42.3. The Contractor must submit annual reports using a template provided by the Department, which include, but are not limited to:
  - 1.42.3.1. Results of annual satisfaction survey;
  - 1.42.3.2. Performance measures;
  - 1.42.3.3. Success stories of services provided;
  - 1.42.3.4. Quality assurance and improvement activities;
  - 1.42.3.5. Qualitative information relative to family outcomes;
  - 1.42.3.6. Quantitative information demonstrating successful family outcomes;
  - 1.42.3.7. Overall progress toward program goals that includes supporting statistical information;
  - 1.42.3.8. Program effectiveness as reported by families in the Participant Satisfaction Survey; and
  - 1.42.3.9. Future plans or goals.
- 1.42.4. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:
  - 1.42.4.1. 95% of families and/or CSHCN receive a shared care plan;
  - 1.42.4.2. 40% of CSHCN, ages 18-21, identify an adult health care provider at discharge;
  - 1.42.4.3. 75% of CSHCN, ages 14 to 21 years, identified a goal following completion of a TRAQ;
  - 1.42.4.4. 50% of CSHCN, ages 14-21 indicated they achieved their goal when reviewed at the end of each SFY; and
  - 1.42.4.5. 76% of families with CSHCN enrolled reported access to respite when identified as a need in each SFY.

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

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

**1.43. Background Checks**

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

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

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

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

**1.44. Privacy Impact Assessment**

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

1.44.1.1. How PII is gathered and stored;

1.44.1.2. Who will have access to PII;

1.44.1.3. How PII will be used in the system;

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

1.44.1.5. Privacy practices.

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

**1.45. Department Owned Devices, Systems and Network Usage**

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

- 1.45.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
- 1.45.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
  - 1.45.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
  - 1.45.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
  - 1.45.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
  - 1.45.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
  - 1.45.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
  - 1.45.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
  - 1.45.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
  - 1.45.1.9. Agree when utilizing the Department's email system:

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

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

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

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

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

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

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

1.45.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.45.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

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

1.45.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or

BAT

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.45.2. Workspace Requirement

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

1.46. Contract End-of-Life Transition Services

1.46.1. General Requirements

1.46.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

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

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

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

- 1.46.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.46.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.46.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

**1.46.2. Completion of Transition Services**

- 1.46.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 1.46.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

**1.46.3. Disagreement over Transition Services Results**

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

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

**1.47. Website and Social Media**

- 1.47.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.
- 1.47.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.
- 1.47.3. State of New Hampshire's Website Copyright
  - 1.47.3.1. All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of New Hampshire's copyright.

**2. Exhibits Incorporated**

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, Business Associate Agreement, which has been executed by the parties.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

RFP-2024-DLTSS-01-HEALT-01-A01

B-2.1

Contractor Initials

<sup>Initial</sup>  
BAT

Waypoint

Page 17 of 20

Date 5/22/2025

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

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 must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, 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.

3.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

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

Initial  
BAT

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

**3.4. Operation of Facilities: Compliance with Laws and Regulations**

- 3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

**4. Records**

- 4.1. The Contractor must keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 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.

**New Hampshire Department of Health and Human Services  
Health Care Coordination for Children with Special Health Care Needs  
EXHIBIT B – Amendment #1**

---

- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.1.4. Medical records on each patient/recipient of 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 must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Exhibit C-11 Budget - Amendment #1

<b>New Hampshire Department of Health and Human Services</b>	
<i>Complete one budget form for each budget period.</i>	
<b>Contractor Name:</b>	Waypoint
<b>Budget Request for:</b>	Health Care Coordination for Children with Special Health Care Needs - Region 1
<b>Budget Period</b>	SFY 26 - 7/1/25- 6/30/26
<b>Indirect Cost Rate (if applicable)</b>	18.60%

Line Item	Program Cost - Funded by DHHS SFY 26	Third Party Billing SFY 26
1. Salary & Wages	\$122,760	\$56,036
2. Fringe Benefits	\$30,690	\$15,500
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$100
6. Travel	\$0	\$6,930
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communicatio	\$0	\$0
8. (b) Other - Education and Training	\$0	\$500
8. (c) Other - Other (specify below)	\$0	\$0
Assistance to Individuals (Flex Funds)	\$27,079	\$0
Other (Phone/Internet/Postage)	\$0	\$4,185
Other (Occupancy)	\$0	\$8,860
Other (Insurance)	\$0	\$1,160
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$180,529</b>	<b>\$93,271</b>
<b>Total Indirect Costs</b>	<b>\$0</b>	<b>\$45,890</b>
<b>TOTAL</b>	<b>\$180,529</b>	<b>\$139,161</b>

Exhibit C-12 Budget - Amendment #1

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name:	Waypoint	
Budget Request for:	Health Care Coordination for Children with Special Health Care Needs - Region 1	
Budget Period	SFY 27 - 7/1/26- 6/30/27	
Indirect Cost Rate (if applicable)	18.60%	
Line Item	Program Cost - Funded by DHHS - SFY 27	Third Party Billing - SFY 27
1. Salary & Wages	\$122,760	\$61,400
2. Fringe Benefits	\$30,690	\$17,810
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$100
6. Travel	\$0	\$7,069
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communicatio	\$0	\$0
8. (b) Other - Education and Training	\$0	\$500
8. (c) Other - Other (specify below)	\$0	\$0
Assistance to Individuals (Flex Funds)	\$27,079	\$0
Other (Phone/Internet/Postage)	\$0	\$4,269
Other (Occupancy)	\$0	\$9,037
Other (Insurance)	\$0	\$1,183
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$180,529</b>	<b>\$101,368</b>
<b>Total Indirect Costs</b>	<b>\$0</b>	<b>\$47,396</b>
<b>TOTAL</b>	<b>\$180,529</b>	<b>\$148,764</b>

Exhibit C-13 Budget - Amendment #1

<b>New Hampshire Department of Health and Human Services</b>	
<i>Complete one budget form for each budget period.</i>	
<b>Contractor Name:</b>	Waypoint
<b>Budget Request for:</b>	Health Care Coordination for Children with Special Health Care Needs - Region 2
<b>Budget Period</b>	SFY 26 - 7/1/25- 6/30/26
<b>Indirect Cost Rate (if applicable)</b>	18.60%

Line Item	Program Cost - Funded by DHHS SFY 26	Third Party Billing SFY 26
1. Salary & Wages	\$50,013	\$17,006
2. Fringe Benefits	\$12,503	\$4,322
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$600
6. Travel	\$0	\$7,000
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communicati	\$0	\$0
8. (b) Other - Education and Training	\$0	\$200
8. (c) Other - Other (specify below)	\$0	\$0
Assistance to Individuals (Flex Funds)	\$11,032	\$0
Other (Phone/Internet/Postage)	\$0	\$1,681
Other (Occupancy)	\$0	\$15,335
Other (Insurance)	\$0	\$500
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$73,548</b>	<b>\$46,644</b>
<b>Total Indirect Costs</b>	<b>\$0</b>	<b>\$20,304</b>
<b>TOTAL</b>	<b>\$73,548</b>	<b>\$66,948</b>

Exhibit C-14 Budget - Amendment #1

<b>New Hampshire Department of Health and Human Services</b>	
<i>Complete one budget form for each budget period.</i>	
<b>Contractor Name:</b>	Waypoint
<b>Budget Request for:</b>	Health Care Coordination for Children with Special Health Care Needs - Region 2
<b>Budget Period</b>	SFY 27 - 7/1/26- 6/30/27
<b>Indirect Cost Rate (if applicable)</b>	18.60%

Line Item	Program Cost - Funded by DHHS - SFY 27	Third Party Billing - SFY 27
1. Salary & Wages	\$50,013	\$19,017
2. Fringe Benefits	\$12,503	\$5,164
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$600
6. Travel	\$0	\$7,140
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communicati	\$0	\$0
8. (b) Other - Education and Training	\$0	\$200
8. (c) Other - Other (specify below)	\$0	\$0
Assistance to Individuals (Flex Funds)	\$11,032	\$0
Other (Phone/Internet/Postage)	\$0	\$1,715
Other (Occupancy)	\$0	\$15,642
Other (Insurance)	\$0	\$510
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$73,548</b>	<b>\$49,988</b>
<b>Total Indirect Costs</b>	<b>\$0</b>	<b>\$20,926</b>
<b>TOTAL</b>	<b>\$73,548</b>	<b>\$70,914</b>

Exhibit C-15 Budget - Amendment #1

<b>New Hampshire Department of Health and Human Services</b>	
<i>Complete one budget form for each budget period.</i>	
<b>Contractor Name:</b>	Waypoint
<b>Budget Request for:</b>	Health Care Coordination for Children with Special Health Care Needs - Region 3
<b>Budget Period</b>	SFY 26 - 7/1/25- 6/30/26
<b>Indirect Cost Rate (if applicable)</b>	18.60%

Line Item	Program Cost - Funded by DHHS SFY 26	Third Party Billing SFY 26
1. Salary & Wages	\$53,538	\$13,946
2. Fringe Benefits	\$8,033	\$2,545
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$500
6. Travel	\$0	\$805
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communicati	\$0	\$0
8. (b) Other - Education and Training	\$0	\$200
8. (c) Other - Other (specify below)	\$0	\$0
Assistance to Individuals (Flex Funds)	\$10,865	\$0
Other (Phone/Internet/Postage)	\$0	\$1,460
Other (Occupancy)	\$0	\$6,000
Other (Insurance)	\$0	\$460
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$72,436</b>	<b>\$25,916</b>
<b>Total Indirect Costs</b>	<b>\$0</b>	<b>\$16,273</b>
<b>TOTAL</b>	<b>\$72,436</b>	<b>\$42,189</b>

Exhibit C-16 Budget - Amendment #1

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name:	Waypoint	
Budget Request for:	Health Care Coordination for Children with Special Health Care Needs - Region 3	
Budget Period	SFY 27 - 7/1/26-6/30/27	
Indirect Cost Rate (if applicable)	18.60%	
Line Item	Program Cost - Funded by DHHS - SFY 27	Third Party Billing - SFY 27
1. Salary & Wages	\$53,538	\$15,970
2. Fringe Benefits	\$8,033	\$3,074
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$500
6. Travel	\$0	\$821
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communicatio	\$0	\$0
8. (b) Other - Education and Training	\$0	\$200
8. (c) Other - Other (specify below)	\$0	\$0
Assistance to Individuals (Flex Funds)	\$10,865	\$0
Other (Phone/Internet/Postage)	\$0	\$1,489
Other (Occupancy)	\$0	\$6,120
Other (Insurance)	\$0	\$469
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$72,436</b>	<b>\$28,644</b>
<b>Total Indirect Costs</b>	<b>\$0</b>	<b>\$16,780</b>
<b>TOTAL</b>	<b>\$72,436</b>	<b>\$45,423</b>

Exhibit C-17 Budget – Amendment #1

<b>New Hampshire Department of Health and Human Services</b>	
<i>Complete one budget form for each budget period.</i>	
<b>Contractor Name:</b>	Waypoint
<b>Budget Request for:</b>	Health Care Coordination for Children with Special Health Care Needs - Region 4
<b>Budget Period</b>	SFY 26 - 7/1/25- 6/30/26
<b>Indirect Cost Rate (if applicable)</b>	18.60%

Line Item	Program Cost - Funded by DHHS SFY 26	Third Party Billing SFY 26
1. Salary & Wages	\$73,506	\$33,076
2. Fringe Benefits	\$18,376	\$6,491
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$430
6. Travel	\$0	\$2,250
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communicati	\$0	\$0
8. (b) Other - Education and Training	\$0	\$200
8. (c) Other - Other (specify below)	\$0	\$0
Assistance to Individuals (Flex Funds)	\$16,214	\$0
Other (Phone/Internet/Postage)	\$0	\$2,050
Other (Occupancy)	\$0	\$9,320
Other (Insurance)	\$0	\$1,595
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$108,096</b>	<b>\$55,412</b>
<b>Total Indirect Costs</b>	<b>\$0</b>	<b>\$27,397</b>
<b>TOTAL</b>	<b>\$108,096</b>	<b>\$82,809</b>

Exhibit C-18 Budget – Amendment #1

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name:	Waypoint	
Budget Request for:	Health Care Coordination for Children with Special Health Care Needs - Region 4	
Budget Period	SFY 27 - 7/1/26- 6/30/27	
Indirect Cost Rate (if applicable)	18.60%	
Line Item	Program Cost - Funded by DHHS - SFY 27	Third Party Billing - SFY 27
1. Salary & Wages	\$73,506	\$36,273
2. Fringe Benefits	\$18,376	\$7,734
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$430
6. Travel	\$0	\$2,295
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communicati	\$0	\$0
8. (b) Other - Education and Training	\$0	\$200
8. (c) Other - Other (specify below)	\$0	\$0
Assistance to Individuals (Flex Funds)	\$16,214	\$0
Other (Phone/Internet/Postage)	\$0	\$2,091
Other (Occupancy)	\$0	\$9,506
Other (Insurance)	\$0	\$1,627
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$108,096</b>	<b>\$60,156</b>
<b>Total Indirect Costs</b>	<b>\$0</b>	<b>\$28,279</b>
<b>TOTAL</b>	<b>\$108,096</b>	<b>\$88,435</b>

Exhibit C-19 Budget – Amendment #1

<b>New Hampshire Department of Health and Human Services</b>	
<i>Complete one budget form for each budget period.</i>	
<b>Contractor Name:</b>	Waypoint
<b>Budget Request for:</b>	Health Care Coordination for Children with Special Health Care Needs - Region 8
<b>Budget Period</b>	SFY 26 - 7/1/25- 6/30/26
<b>Indirect Cost Rate (if applicable)</b>	18.60%

Line Item	Program Cost - Funded by DHHS SFY 26	Third Party Billing SFY. 26
1. Salary & Wages	\$54,561	\$14,396
2. Fringe Benefits	\$13,640	\$16,250
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$225
6. Travel	\$0	\$805
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communicatio	\$0	\$0
8. (b) Other - Education and Training	\$0	\$200
8. (c) Other - Other (specify below)	\$0	\$0
Assistance to Individuals (Flex Funds)	\$12,035	\$0
Other (Phone/Internet/Postage)	\$0	\$1,076
Other (Occupancy)	\$0	\$6,850
Other (Insurance)	\$0	\$636
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$80,236</b>	<b>\$40,438</b>
<b>Total Indirect Costs</b>	<b>\$0</b>	<b>\$20,207</b>
<b>TOTAL</b>	<b>\$80,236</b>	<b>\$60,645</b>

Exhibit C-20 Budget – Amendment #1

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name:	Waypoint	
Budget Request for:	Health Care Coordination for Children with Special Health Care Needs - Region 8	
Budget Period	SFY 27 - 7/1/26- 6/30/27	
Indirect Cost Rate (if applicable)	18.60%	
Line Item	Program Cost - Funded by DHHS - SFY 27	Third Party Billing - SFY 27
1. Salary & Wages	\$54,561	\$16,465
2. Fringe Benefits	\$13,640	\$17,745
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$225
6. Travel	\$0	\$821
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communicatio	\$0	\$0
8. (b) Other - Education and Training	\$0	\$200
8. (c) Other - Other (specify below)	\$0	\$0
Assistance to Individuals (Flex Funds)	\$12,035	\$0
Other (Phone/Internet/Postage)	\$0	\$1,098
Other (Occupancy)	\$0	\$6,987
Other (Insurance)	\$0	\$649
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$80,236</b>	<b>\$44,190</b>
<b>Total Indirect Costs</b>	<b>\$0</b>	<b>\$20,905</b>
<b>TOTAL</b>	<b>\$80,236</b>	<b>\$65,095</b>

Initial  
BAT  
6/2/2025

# 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.

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

David M. Scanlan  
Secretary of State



**WAYPOINT**

Help Along the Way

Formerly  
**CHILD AND FAMILY SERVICES**

## CERTIFICATE OF VOTE

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

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

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

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

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

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

Date

5/20/25

Mark C. Rouvalis, Chair  
Mark C. Rouvalis





**WAYPOINT**

Help Along the Way

Formerly  
**CHILD AND FAMILY SERVICES**

MISSION STATEMENT:

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



**HEADQUARTERS**

toll free (800) 640.6486  
office (603) 513.4000  
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

---

**Independent Auditors' Report** ..... 1-3

### **Financial Statements**

Consolidated Statement of Financial Position .....4  
Consolidated Statement of Activities.....5  
Consolidated Statement of Functional Expenses .....6  
Consolidated Statement of Cash Flows .....7

**Notes to Consolidated Financial Statements** ..... 8-34

### **Supplementary Information**

Consolidated Schedule of Operating Expenses - 2023 .....35  
Consolidated Schedule of Operating Expenses - 2022 .....36

**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*** ..... 37-38

**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** ..... 39-41

Schedule of Expenditures of Federal Awards..... 42-43  
Notes to Schedule of Expenditures of Federal Awards .....44  
Schedule of Findings and Questioned Costs..... 45-46



## 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		2023 Total	2022 Total
	Without Donor Restrictions	With Donor Restrictions		
<b>Assets</b>				
<b>Current Assets</b>				
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
<b>Total Current Assets</b>	<b>8,797,794</b>	<b>--</b>	<b>8,797,794</b>	<b>3,452,814</b>
<b>Noncurrent Assets</b>				
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
<b>Total Noncurrent Assets</b>	<b>26,934,927</b>	<b>6,593,765</b>	<b>33,528,692</b>	<b>31,028,687</b>
<b>Total Assets</b>	<b>\$ 35,732,721</b>	<b>\$ 6,593,765</b>	<b>\$ 42,326,486</b>	<b>\$ 34,481,501</b>
<b>Liabilities and Net Assets</b>				
<b>Current Liabilities</b>				
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
<b>Total Current Liabilities</b>	<b>1,627,464</b>	<b>--</b>	<b>1,627,464</b>	<b>2,137,811</b>
<b>Noncurrent Liabilities</b>				
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
<b>Total Noncurrent Liabilities</b>	<b>4,930,902</b>	<b>--</b>	<b>4,930,902</b>	<b>5,165,314</b>
<b>Total Liabilities</b>	<b>6,558,366</b>	<b>--</b>	<b>6,558,366</b>	<b>7,303,125</b>
<b>Net Assets</b>				
Without donor restrictions	29,174,355	--	29,174,355	21,485,716
With donor restrictions	--	6,593,765	6,593,765	5,692,660
<b>Total Net Assets</b>	<b>29,174,355</b>	<b>6,593,765</b>	<b>35,768,120</b>	<b>27,178,376</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 35,732,721</b>	<b>\$ 6,593,765</b>	<b>\$ 42,326,486</b>	<b>\$ 34,481,501</b>

*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		2023 Total	2022 Total
	Without Donor Restrictions	With Donor Restrictions		
<b>Support and Revenue</b>				
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
<b>Total Support and Revenue</b>	<b>22,479,712</b>	<b>336,215</b>	<b>22,815,927</b>	<b>20,237,075</b>
<b>Operating Expenses</b>				
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
<b>Total Operating Expenses</b>	<b>20,864,238</b>	<b>--</b>	<b>20,864,238</b>	<b>18,873,686</b>
<b>Change in Net Assets From Operations</b>	<b>1,615,474</b>	<b>336,215</b>	<b>1,951,689</b>	<b>1,363,389</b>
<b>Nonoperating Activities</b>				
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
<b>Total Nonoperating Activities</b>	<b>6,073,165</b>	<b>564,890</b>	<b>6,638,055</b>	<b>(1,991,302)</b>
<b>Change in Net Assets</b>	<b>7,688,639</b>	<b>901,105</b>	<b>8,589,744</b>	<b>(627,913)</b>
<b>Net Assets, Beginning of Year</b>	<b>21,485,716</b>	<b>5,692,660</b>	<b>27,178,376</b>	<b>27,806,289</b>
<b>Net Assets, End of Year</b>	<b>\$ 29,174,355</b>	<b>\$ 6,593,765</b>	<b>\$ 35,768,120</b>	<b>\$ 27,178,376</b>

*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			2023 Total	2022 Total
	Program Services	Management and General	Fundraising		
<b>Personnel expense:</b>					
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	<u>12,483,099</u>	<u>1,974,473</u>	<u>376,421</u>	<u>14,833,993</u>	<u>13,392,198</u>
<b>Professional fees:</b>					
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	<u>425,048</u>	<u>523,231</u>	<u>52,603</u>	<u>1,000,882</u>	<u>1,249,239</u>
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
<b>Total Expenses By Function</b>	<u>17,015,721</u>	<u>3,382,989</u>	<u>585,686</u>	<u>20,984,396</u>	<u>19,027,376</u>
Less expenses included on the Statement of Activities:					
Cost of direct benefits to donors	--	--	(120,158)	(120,158)	(153,690)
<b>Total Expenses Reported on the Statement of Activities</b>	<u>\$ 17,015,721</u>	<u>\$ 3,382,989</u>	<u>\$ 465,528</u>	<u>\$ 20,864,238</u>	<u>\$ 18,873,686</u>

*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
<b>Cash Flows from Operating Activities</b>		
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)
<b>Net Cash Provided by Operating Activities</b>	<u>4,865,084</u>	<u>2,241,288</u>
<b>Cash Flows from Investing Activities</b>		
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)
<b>Net Cash Provided by (Used in) Investing Activities</b>	<u>206,179</u>	<u>(2,709,628)</u>
<b>Cash Flows from Financing Activities</b>		
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)
<b>Net Cash Used in Financing Activities</b>	<u>(140,037)</u>	<u>(153,584)</u>
<b>Net Change in Cash and Cash Equivalents and Restricted Cash</b>	4,931,226	(621,924)
<b>Cash and Cash Equivalents, and Restricted Cash, Beginning of Year</b>	<u>789,201</u>	<u>1,411,125</u>
<b>Cash and Cash Equivalents, and Restricted Cash, End of Year</b>	<u>\$ 5,720,427</u>	<u>\$ 789,201</u>
<b>Supplemental Disclosure of Cash Flow Information:</b>		
Cash paid during the year for interest	<u>\$ 332,161</u>	<u>\$ 251,392</u>
<b>Supplemental Disclosure of Non-cash Investing Activity:</b>		
RMCC fixed assets and beneficial interest	<u>\$ --</u>	<u>\$ 1,332,247</u>
<b>As reported in the Consolidated Statement of Financial Position, cash balance consists of:</b>		
Cash and cash equivalents	\$ 5,649,783	\$ 712,445
Restricted cash	70,644	76,756
<b>Total Cash, Cash Equivalents, and Restricted Cash</b>	<u>\$ 5,720,427</u>	<u>\$ 789,201</u>

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

## WAYPOINT

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2023

---

#### 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.

**WAYPOINT**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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.

***HEMOCARE***

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).

**WAYPOINT**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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.

**WAYPOINT**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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 uncollectible contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions are written off when deemed uncollectible. Management has determined that no allowance is necessary.

**WAYPOINT**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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.

**WAYPOINT**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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.

**WAYPOINT**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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.

**WAYPOINT**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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.

**WAYPOINT**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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.

WAYPOINT

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2023

---

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.

**WAYPOINT**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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.

WAYPOINT

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2023

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.

**WAYPOINT**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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	<u>750,000</u>	<u>--</u>	Level 3
Total	<u>\$ 21,394,755</u>	<u>\$ 18,568,769</u>	

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%.

**WAYPOINT**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED DECEMBER 31, 2023**

**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		<u>\$ 919,889</u>	<u>\$ 867,865</u>

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

## WAYPOINT

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

## FOR THE YEAR ENDED DECEMBER 31, 2023

## 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)	<u>2,069,677</u>	<u>2,069,667</u>
Subtotal	15,374,845	15,574,376
Less accumulated depreciation	<u>(5,699,290)</u>	<u>(5,469,233)</u>
Total	<u>\$ 9,675,555</u>	<u>\$ 10,105,143</u>

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%".

## WAYPOINT

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2023

---

**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.

**WAYPOINT**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED DECEMBER 31, 2023**

**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	<u>2,355,167</u>
Total	<u>\$ 3,355,167</u>

**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	<u>--</u>	<u>14,000</u>
Total lease cost	<u>\$ 252,596</u>	<u>\$ 247,696</u>

WAYPOINT

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2023

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	<u>\$ 297,830</u>

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.

**WAYPOINT**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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.

**WAYPOINT****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS****FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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.

WAYPOINT

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2023

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:

	Without Donor Restrictions	With Donor Restrictions			Total	Total Endowment Net Assets
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted		
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

**WAYPOINT**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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	Total Endowment Net Assets
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted		
Endowment net assets, beginning of year	\$ 18,842,135	\$ 1,678,535	\$ 1,327,161	\$ 1,678,601	\$ 4,684,297	\$ 23,526,432
Contributions	--	--	--	71,249	71,249	71,249
Appropriations from endowment	(842,559)	--	(89,703)	--	(89,703)	(932,262)
Temporary appropriation for purpose-restricted net assets	544,867	(544,867)	--	--	(544,867)	--
Investment loss, net	(3,647,593)	--	(449,057)	--	(449,057)	(4,096,650)
Endowment net assets, end of year	<u>\$ 14,896,850</u>	<u>\$ 1,133,668</u>	<u>\$ 788,401</u>	<u>\$ 1,749,850</u>	<u>\$ 3,671,919</u>	<u>\$ 18,568,769</u>

**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	<u>16,173,416</u>	<u>14,896,850</u>
Total	<u>\$ 29,174,355</u>	<u>\$ 21,485,716</u>

## WAYPOINT

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

## FOR THE YEAR ENDED DECEMBER 31, 2023

## 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
	<u>1,515,563</u>	<u>1,133,668</u>
Accumulated earnings restricted by donors for:		
General operations	189,575	158,281
Camp operations	386,004	252,769
Other purposes	552,667	377,351
	<u>1,128,246</u>	<u>788,401</u>
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
	<u>1,784,813</u>	<u>1,749,850</u>
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	<u>2,165,143</u>	<u>2,020,741</u>
Total	<u>\$ 6,593,765</u>	<u>\$ 5,692,660</u>

## WAYPOINT

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

## FOR THE YEAR ENDED DECEMBER 31, 2023

## 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
	<u>3,538,472</u>	<u>2,966,121</u>
Restricted purpose spending-rate distributions and appropriations:		
General operations	17,039	15,259
Other purposes	63,604	74,444
	<u>80,643</u>	<u>89,703</u>
Total	<u>\$ 3,619,115</u>	<u>\$ 3,055,824</u>

WAYPOINT

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2023

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 Programs/Activities	Valuation Techniques and Inputs
	2023	2022		
Food	\$ 44,631	\$ 27,599	Family Preservation & Strengthening, 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 & Strengthening, 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 & Strengthening	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 & Strengthening	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.

**WAYPOINT**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED DECEMBER 31, 2023**

**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	<u>720,794</u>	<u>676,130</u>
Total	<u>\$ 1,345,776</u>	<u>\$ 1,150,805</u>

**WAYPOINT**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED DECEMBER 31, 2023**

---

**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**

	Famh Preservation & Strengthening	Early Childhood & Famh Support	Homeless Youth & Young Adults	Homecare	Advocacy	Camp	Total Program Services	Management and General	Fundraising	2023 Total
<b>Personnel Expenses:</b>										
Salaries and wages	\$ 3,276,308	\$ 3,414,925	\$ 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	37,344	1,937,861
Retirement plan	44,366	47,304	16,143	6,358	3,353	--	119,524	35,604	5,325	160,453
Payroll taxes and other	333,426	348,753	172,439	123,548	12,191	--	991,399	127,664	23,934	1,141,997
Subtotal personnel expense	4,322,264	4,449,806	2,230,545	1,311,131	177,353	--	12,483,099	1,974,473	376,421	14,833,993
<b>Professional fees:</b>										
Accounting	--	--	75	--	--	--	75	45,570	--	45,645
Legal	--	--	--	--	--	6,784	6,784	70,673	--	77,657
Other professional fees	30,150	190,276	175,231	5,532	17,049	--	418,189	496,788	52,603	877,580
Subtotal professional fees	30,150	190,276	175,306	5,532	17,049	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	51,962	49,394	18,090	1,629	57	191,563	47,124	6,242	244,929
Conferences, conventions, meetings, and trainings	8,098	44,346	2,246	271	2,141	67,007	125,001	39,610	8,667	173,278
Depreciation	75,495	99,794	176,047	11,968	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	63,632	2,282	184,107
Interest	59,073	78,086	154,755	10,147	3,523	424	286,048	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	56,365	38,234	421	34	429	188,631	212,005	1,127	401,365
Supplies	25,468	56,629	62,839	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	478,303
<b>Total</b>	<b>\$ 5,456,544</b>	<b>\$ 5,765,071</b>	<b>\$ 4,058,021</b>	<b>\$ 1,344,676</b>	<b>\$ 212,975</b>	<b>\$ 86,432</b>	<b>\$ 17,015,721</b>	<b>\$ 3,342,989</b>	<b>\$ 585,646</b>	<b>\$ 20,984,306</b>

*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
<b>Personnel Expenses:</b>										
Salaries and wages	\$ 2,933,799	\$ 3,187,125	\$ 1,135,714	\$ 1,385,070	\$ 127,338	\$ --	\$ 5,769,046	\$ 1,441,503	\$ 508,864	\$ 10,719,413
Employee benefits	505,088	481,385	174,838	158,266	4,709	--	1,324,296	154,284	44,810	1,523,300
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	107,983	134,633	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	1,731,818	601,825	13,392,198
<b>Professional fees:</b>										
Accounting	--	--	75	--	--	--	75	51,053	--	51,130
Legal	--	1,656	--	--	--	388	2,044	16,617	--	18,661
Other professional fees	33,039	222,122	339,713	9,155	42,550	--	648,579	370,654	160,215	1,179,448
Subtotal professional fees	33,039	223,778	339,788	9,155	42,550	388	650,698	488,326	160,215	1,249,239
Assistance to individuals	324,486	374,691	403,529	349	--	16	1,100,071	717	90,017	1,159,805
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	1,968	8,183	46,929	132,818	49,968	2,628	185,314
Depreciation	59,324	109,813	110,806	48,313	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	251,992
Membership dues	825	7,870	13,656	5,704	50	--	28,105	36,169	2,437	56,711
Miscellaneous	9,455	21,098	6,366	1,136	--	--	38,075	34,413	5,675	81,163
Occupancy	242,992	148,368	283,994	30,155	1,259	4,229	732,997	54,952	11,895	799,844
Printing and publications	4,873	17,729	4,446	267	2,773	--	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	8,306	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	--	380,754	22,720	1,757	405,241
<b>Total</b>	<b>\$ 4,905,435</b>	<b>\$ 5,310,480</b>	<b>\$ 2,879,321</b>	<b>\$ 1,912,081</b>	<b>\$ 201,769</b>	<b>\$ 51,651</b>	<b>\$ 15,261,737</b>	<b>\$ 2,816,820</b>	<b>\$ 948,819</b>	<b>\$ 19,027,376</b>

*See independent auditors' report.*



**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



**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	Federal AL Number	Pass Through Identifying Number	Federal Expenditures	Passed Through to Subrecipient
<i>U.S. Department of Housing and Urban Development</i>				
<i>CDBG - Entitlement Grants Cluster</i>				
<i>Passed Through the City of Manchester</i>				
Community Development Block Grants/Entitlement Grants	14.218	211023-01	\$ 4,000	\$ --
<i>Passed Through the City of Rochester</i>				
Community Development Block Grants/Entitlement Grants	14.218	Unknown	13,500	--
Total Community Development Block Grants/Entitlement Grants			<u>17,500</u>	<u>--</u>
Total CDBG - Entitlement Grants Cluster			17,500	--
<i>Passed Through the City of Manchester</i>				
Emergency Solutions Grant Program	14.231	211423	20,000	--
Emergency Solutions Grant Program	14.231	611024	44,500	--
Total Emergency Solutions Grant Program			<u>64,500</u>	<u>--</u>
<i>Direct Federal Program</i>				
Economic Development Initiative, Community Project Funding and Miscellaneous Grants	14.251	N/A	685,714	--
<i>Direct Federal Program</i>				
Continuum of Care Program	14.267	N/A	99,941	--
<i>Passed Through the State of New Hampshire</i>				
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			<u>485,158</u>	<u>--</u>
<i>Direct Federal Program</i>				
Youth Homelessness Demonstration Program	14.276	N/A	331,696	43,745
<i>Passed Through the State of New Hampshire</i>				
Youth Homelessness Demonstration Program	14.276	05-95-42-423010-79270000	124,529	--
Total Youth Homelessness Demonstration Program			<u>456,225</u>	<u>43,745</u>
Total U.S. Department of Housing and Urban Development			<u>1,709,097</u>	<u>43,745</u>
<i>U.S. Department of Justice</i>				
<i>Passed Through the NH Department of Justice</i>				
Children of Incarcerated Parents	16.831	2021FCC01	136,176	33,190
<i>Passed Through the Manchester Police Department</i>				
Comprehensive Opioid, Stimulant, and Other Substances Use Program	16.838	Unknown	8,642	--
Total U.S. Department of Justice			<u>144,818</u>	<u>33,190</u>
<i>U.S. Department of Treasury</i>				
<i>Passed Through the City of Manchester</i>				
COVID-19 Coronavirus Relief Fund	21.019	611321	43,003	--
<i>Passed Through the State of New Hampshire</i>				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	Unknown	400,000	--
<i>Passed Through the County of Rockingham</i>				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	Unknown	10,000	--
<i>Passed Through the County of Merrimack</i>				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	Unknown	16,548	--
Total COVID-19 Coronavirus State and Local Fiscal Recovery Funds			<u>426,548</u>	<u>--</u>
Total U.S. Department of Treasury			<u>469,551</u>	<u>--</u>
<i>U.S. Department of Small Business Administration</i>				
<i>Passed Through Merrimack Valley Day Care</i>				
COVID-19 Disaster Assistance Loans	59.008	Unknown	8,818	--
Total U.S. Department of Small Business Administration			<u>8,818</u>	<u>--</u>
<i>U.S. Department of Education</i>				
<i>Passed Through the City of Manchester</i>				
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			<u>2,000</u>	<u>--</u>
<i>Passed Through NH Department of Education</i>				
Education Stabilization Fund	84.425W	06-56-56-562010-24920000-102-500731	178,627	109,934
Total U.S. Department of Education			<u>180,627</u>	<u>109,934</u>

*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 Subrecipients
<b>U.S. Department of Health and Human Services</b>				
<b>Aging Cluster</b>				
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	--
<b>Total Aging Cluster</b>			<u>44,349</u>	<u>--</u>
Passed Through the City of Manchester				
Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances (SED)				
	93.104	6H79SMNR2210-04M002	155,025	14,435
Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances (SED)				
	93.104	3H79SMNR2210-02	11,297	--
<b>Total Comprehensive Community mental Health Services for Children with Serious Emotional Disturbances (SED)</b>			<u>166,318</u>	<u>14,435</u>
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	--
<b>Total Health Department Response to Public Health or Healthcare Crisis</b>			<u>243,548</u>	<u>--</u>
<b>Direct Federal Program</b>				
Transitional Living for Homeless Youth				
	93.550	N/A	479,568	--
Passed Through the NH Division of DCYF				
Mary Lee Allen Promoting Safe and Stable Families Program				
	93.556	05-095-042-421010-2973000-102-500734-42107306	95,213	--
Passed Through New Hampshire Children's Trust				
Mary Lee Allen Promoting Safe and Stable Families Program				
	93.556	SS-2022-DEHS-01-NEWHA-01-803	20,959	--
<b>Total Mary Lee Allen Promoting Safe and Stable Families Program</b>			<u>116,172</u>	<u>--</u>
<b>Direct Federal Program</b>				
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	05-095-045-45010-6146000-502-500891-45030206	496,534	--
Passed Through the NH Division of Economic Housing Stability				
Temporary Assistance for Needy Families				
	93.558	05-95-42-45010-61460000	75,000	--
<b>Total Temporary Assistance for Needy Families</b>			<u>571,534</u>	<u>--</u>
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-NHBC06	20,075	--
<b>Total Community Based Child Abuse Prevention Grant</b>			<u>39,279</u>	<u>--</u>
<b>Direct Federal Program</b>				
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	05-095-042-421010-2968000-102-5000734-42106802	12,180	--
Passed Through Amoskeag Health				
Adoption Opportunities				
	93.612	05-95-0600-90210-7047	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	05-095-042-421010-2966000-102-500734-42106603	256,370	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	--
<b>Total Social Services Block Grant</b>			<u>1,024,627</u>	<u>30,000</u>
Passed Through the NH Division of Community and Public Health				
Maternal, Infant and Early Childhood Home Visiting Grant				
	93.870	05-95-90-90210-2451	103,515	--
Maternal, Infant and Early Childhood Home Visiting Grant				
	93.870	05-95-90-90210-5896	940,768	--
<b>Total Maternal, Infant and Early Childhood Home Visiting Grant</b>			<u>1,044,283</u>	<u>--</u>
Passed Through the NH Division Long Term Supports and Services				
Maternal and Child Health Services Block Grant to the States				
	93.994	05-95-93-930010-5191	19,237	--
Passed Through the NH Division of DCYF				
Maternal and Child Health Services Block Grant to the States				
	93.994	05-095-000-90210-5191-9000000-102-500731-90004009	15,740	--
<b>Total Maternal and Child Health Services Block Grant</b>			<u>34,977</u>	<u>--</u>
<b>Medicaid Cluster</b>				
Passed Through the NH Division of Long Term Supports and Services				
Medical Assistance Program				
	93.778	Unknown	155,913	--
<b>Total Medicaid Cluster</b>			<u>155,913</u>	<u>--</u>
<b>Total U.S. Department of Health and Human Services</b>			<u>4,601,757</u>	<u>44,435</u>
<b>Total Federal Expenditures</b>			<u>\$ 7,114,668</u>	<u>\$ 231,304</u>

*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	<input checked="" type="checkbox"/> No	
Significant deficiency(ies) identified?	___ Yes	<input checked="" type="checkbox"/> None reported	
Noncompliance material to financial statements noted?	___ Yes	<input checked="" type="checkbox"/> No	

***FEDERAL AWARDS***

Internal control over major federal programs:

Material weakness(es) identified?	___ Yes	<input checked="" type="checkbox"/> No	
Significant deficiency(ies) identified?	___ Yes	<input checked="" type="checkbox"/> 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:

<u>NAME OF FEDERAL PROGRAM OR CLUSTER</u>	<u>ASSISTANCE LISTING NUMBER(S)</u>
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.**

**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, 1988.

**B.A. in Clinical Psychology**

Universidad Pontificia de Comillas, Madrid, Spain. 1988

## Publications

- 2008 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.) ,*Social Worker's Desk Reference (2<sup>nd</sup> ed.)*, New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field.* Presented at the 19<sup>th</sup> Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care.* Symposium presented at the 14<sup>th</sup> Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention.* In Lightburn, A., P. Sessions. *Handbook of Community Based Clinical Practice.* Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program.* In Newman, .C, C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base (2002)*, pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

## Languages

Fluent in Spanish, French and Italian.

## COLLEEN M. IVES

### CHIEF OPERATING OFFICER

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

### PROFESSIONAL EXPERIENCE

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

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

##### Chief Operating Officer

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

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

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

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

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

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

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

##### Principal

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

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

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

**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 Bárbara, California

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

# DENISE A. BENNETT

## WORK EXPERIENCE

---

### Director of Finance

04/2023 to Present

Waypoint

464 Chestnut Street, Manchester, NH 03101

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

### Controller

09/1993 to 04/2023

Waypoint

464 Chestnut Street, Manchester, NH 03101

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

### Office Manager

07/1990 to 02/1992

TRW

Bedford, NH

Managed regional sales office. Assistant to regional sales manager.

## SKILLS

---

Budgeting - 10+ years

Financial Reporting - 10+ years

Month End Closing - 10+ years

Responsible for all audits - 10+ years

## EDUCATION

---

### **Southern NH University**

Bachelor's

Business Management

Manchester, NH

09/1985 to 05/1988

### **Southern NH University**

Associate

Accounting

Manchester, NH

09/1983 to 05/1985

**NH Department of Health and Human Services**

**KEY PERSONNEL**

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

Job descriptions not required for vacant positions.

**Contractor Name:** Waypoint

<b>NAME</b>	<b>JOB TITLE</b>	<b>ANNUAL AMOUNT PAID FROM THIS CONTRACT</b>	<b>ANNUAL SALARY</b>
Borja Alvarez de Toledo	President and CEO	\$0.00	\$200,000
Colleen Ives	COO	\$0.00	\$160,160.
Denise Bennett	Director of Finance	\$0.00	\$115,440
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00



MAC  
56

**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 13, 2023

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

**REQUESTED ACTION**

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

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

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

See attached fiscal details.

**EXPLANATION**

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

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

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

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

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

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

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

The Department will monitor services by:

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

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

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

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

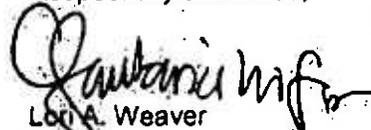
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

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

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

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

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

WAYPOINT REG 1

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

WAYPOINT REG 2

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

WAYPOINT REG 3

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

WAYPOINT REG 4

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

WAYPOINT REG 8

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

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

Comm Partners Reg 9

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

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

WAYPOINT REG 1

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

WAYPOINT REG 2

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

WAYPOINT REG 3

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

WAYPOINT REG 4

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

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

**WAYPOINT REG 8**

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

**Community Comm Partners Reg 9**

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

**Total 7858** | \$ 755,040.00 | \$ - | \$ 755,040.00

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

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

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

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

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

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

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

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

	Maximum Points Available	Behavioral Health & Developmental Services of Synterra	Comm Partners	Gateways	Waypoint Region 1	Waypoint Region 2	Waypoint Region 3	Waypoint Region 4	Waypoint Region 5
<b>Technical</b>									
Q1 Management Structure/Experience	25	15	20	19	21	21	21	21	21
Q2 Service Exper	75	50	62	48	58	58	58	58	58
Q3 Staff Plan	75	30	63	56	65	68	68	58	68
Q4 WorkPlan	50	25	46	40	45	45	45	45	45
Q5 Recruit Staff	25	12	23	15	20	20	20	20	20
Q6 QA	50	35	45	35	43	43	43	43	43
Q7 Timely Data	25	10	23	20	18	18	18	18	18
Q8 Councils	75	42	78	58	60	60	60	60	60
Q9 Care plan/family involvement	25	12	22	15	18	18	18	18	18
reference/Comm/collab examples	75	52	73	50	67	70	70	67	70
		0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0
Subtotal - Technical	500	283	451	353	418	422	422	409	422
<b>Cost</b>									
Budget Sheet	70	41	40	38	40	40	40	40	40
Program Staff List	30	15	12	21	25	25	25	25	25
Subtotal - Cost	100	56	52	59	65	65	65	65	65
<b>TOTAL POINTS</b>	<b>600</b>	<b>339</b>	<b>503</b>	<b>414</b>	<b>483</b>	<b>487</b>	<b>487</b>	<b>474</b>	<b>487</b>
<b>TOTAL PROPOSED VENDOR COST</b>		<b>\$183,940</b>	<b>\$297,623</b>	<b>\$338,957</b>	<b>\$568,875</b>	<b>\$226,043</b>	<b>\$213,877</b>	<b>\$386,482</b>	<b>\$214,110</b>

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

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

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

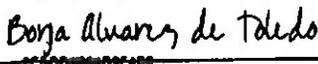
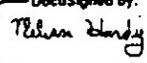
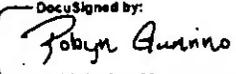
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

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

Contractor Initials 08  
BAT  
 Date 6/14/2023

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

Contractor Initials **BAT**  
Date 6/13/2023

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

---

**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

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

**3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective July 1, 2023 upon Governor and Council approval ("Effective Date").**

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

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

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

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

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

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must provide Healthcare Coordination to children with special healthcare needs (CSHCN), birth to twenty-one (21) years of age, and their families who:
  - 1.1.1. Reside in New Hampshire; and
  - 1.1.2. Are or have a parent/guardian who is a U.S. citizen or legal resident alien, as defined in NH Administrative Rule He-M 520.03.
- 1.2. The Contractor must accept cases assigned, following eligibility determination completed by the Department.
- 1.3. The Contractor must ensure services are available in Regions 1, 2, 3, 4 and 8, as identified in NH Administrative Rule He-M 523.12 Designation of Regional Boundaries, Table 523-1 shown below:

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

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

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

- 1.4. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.
- 1.5. The Contractor must provide community-based health care coordination including family support for CSHCN and their families that is:
  - 1.5.1. Based on the premise of health equity, that all children and families should have an equal opportunity to attain their full health potential, and no barriers should exist to prevent children and their families from achieving this potential.
  - 1.5.2. Provided to improve their ability to navigate the complexities and manage the unique challenges of having a chronic condition or caring for a CSHCN.
- 1.6. The Contractor must adhere to all applicable legislative and programmatic requirements when providing services.
- 1.7. The Contractor must maintain compliance with applicable federal and state regulations, policies, and procedures set forth by the Department.
- 1.8. The Contractor must ensure that health care coordination services include, but are not limited to:

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

---

- 1.8.1. Promotion of family-centered, coordinated, ongoing comprehensive care within a medical home;
  - 1.8.2. Coordination of home and community based supports, which may include, but is not limited to:
    - 1.8.2.1. Primary and specialty care services;
    - 1.8.2.2. Home-based services;
    - 1.8.2.3. Transportation;
    - 1.8.2.4. Linguistic services;
    - 1.8.2.5. Care continuity activities that address the unique needs of CSHCN;
    - 1.8.2.6. Respite care and campership resources;
    - 1.8.2.7. Environmental Modifications;
    - 1.8.2.8. Financial Assistance;
    - 1.8.2.9. Family Education and Leadership Development; and
    - 1.8.2.10. Family Council activities.
  - 1.8.3. Assistance for families to manage the impact of their child's condition at home and avoid more costly residential/institutional settings;
  - 1.8.4. Activities that empower children and families to advance their wellbeing;
  - 1.8.5. Care coordination assessments for strengths, needs, and goals to be incorporated in a shared care plan;
  - 1.8.6. Financial assistance to eligible recipients for health-related services, in accordance with NH Administrative Rule He-M 520.06, which requires prior approval by the Department.
  - 1.8.7. Financial assistance to eligible recipients for Environmental Modifications, which require prior approval by the Department; and
  - 1.8.8. Financial assistance to eligible recipients based on needs and availability of funds, in accordance with NH Administrative Rule He-M 523.06(b).
- 1.9. The Contractor must ensure services are provided in alignment with the six (6) domains of the National Care Coordination Standards for CSHCN found at the National Academy for State Health Policy: <https://www.nashp.org/national-care-coordination-standards-for-children-and-youth-with-special-health-care-needs/> currently in effect, and as may be amended.

**Domain 1: Identification, Screening, and Assessment**

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

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

- 1.12. The Contractor must ensure individuals fourteen (14) years of age and older and/or their parent/guardian, complete the Transition Readiness Assessment Questionnaire (TRAQ) and set transition goals, at the time of their initial assessment and annually.
- 1.13. The Contractor must ensure respite needs are assessed and documented as part of care coordination assessments in subsection 1.14.
- 1.14. The Contractor must ensure data is entered and case records are maintained in the Department's on premise Data System, Special Medical Services/Partners in Health, also known as SMS Data system, within five (5) business days of receipt of information or an encounter, as required by the Department.
- 1.15. The Contractor must ensure the following data is collected and maintained, including, but not limited to:
  - 1.15.1. Discharge information.
  - 1.15.2. Encounters, assessments of needs and individual's goals, referrals and encounter/progress notes.
  - 1.15.3. Uploading of documents including, but not limited to:
    - 1.15.3.1. Assessments outlined in Section 1.14., and the Transition Readiness Assessment Questionnaire (TRAQ) for children ages fourteen (14) years of age and older.
    - 1.15.3.2. Referral forms.
    - 1.15.3.3. Releases.
    - 1.15.3.4. Waiver requests and approvals, if applicable.
    - 1.15.3.5. Financial assistance authorizations/approvals.
    - 1.15.3.6. Guardianship paperwork, if applicable.
    - 1.15.3.7. Shared Care Plans.
    - 1.15.3.8. Evaluations.

**Domain 2: Shared Care plan**

- 1.16. The Contractor must ensure each child assigned to the program has a family-centered shared care plan. The plan must be shared with the enrolled participant, and/or their family or guardian, if under the age of eighteen (18), as well as other key team members identified in the plan. This plan must include, but is not limited to:
  - 1.16.1. A Health Summary;
  - 1.16.2. Long- and short-term goals that are specific, measurable, achievable, relevant and time specific (SMART);
  - 1.16.3. Upcoming medical and social service transitions;
  - 1.16.4. Emergency and disaster plans;
  - 1.16.5. The individuals responsible for providing specific services;
  - 1.16.6. The services/activities established to meet the goal and their frequency and duration; and

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

---

- 1.16.7. Plans for follow-up, monitoring, and reassessment that include measureable steps and benchmarks.
- 1.17. The Contractor must ensure the shared care plan is:
  - 1.17.1. Uploaded to the SMS/PIH Data system, and reassessed as needed, and/or at a minimum of every six (6) months.
  - 1.17.2. Shared with the enrolled participant, the family/guardian when applicable, and other key team members identified in the plan, with consent.
  - 1.17.3. Completed in conjunction with families, to ensure they are central members in care planning activities.
- 1.18. The Contractor must assist families in achieving goals of the shared care plan.

**Domain 3: Team-Based Communication**

- 1.19. The Contractor must ensure that communication between members of the care team is timely, efficient, respectful, and culturally sensitive, in accordance with Domain 3 of the National Care Coordination Standards for CSHCN.
- 1.20. The Contractor must participate in the development of program-wide communication policies, in collaboration with the Department and in accordance with Domain 3 of the National Standards.
- 1.21. The Contractor must communicate and/or coordinate services with other providers of case management / care coordination / family support services, including but not limited to:
  - 1.21.1. Division of Behavioral Health's Community Mental Health Centers and Children's Behavioral Health Collaborative;
  - 1.21.2. Managed Care Organizations (MCOs);
  - 1.21.3. Schools;
  - 1.21.4. Medical Homes/Clinics/Hospitals;
  - 1.21.5. Area Agencies for Developmental Services;
  - 1.21.6. Family Centered Early Supports and Services programs; and
  - 1.21.7. Other Department programs including, but not limited to:
    - 1.21.7.1. BFCS Nurse Consultation;
    - 1.21.7.2. NH Family Voices;
    - 1.21.7.3. Specialty Services for Children with Medical Complexity;
    - 1.21.7.4. Nutrition, Feeding and Swallowing Network (NFS);
    - 1.21.7.5. Child Development Clinics; and
    - 1.21.7.6. Pediatric Psychiatry Consultation.

**Domain 4: Child and Family Empowerment and Skills Development**

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

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

---

- 1.23. The Contractor must support families and children to leverage strengths, increase understanding of the child's condition, build self-management and efficacy skills, and develop knowledge and skills to achieve identified goals.
- 1.24. The Contractor must connect families to peer supports (e.g. family council members, mentors, support groups, condition specific organizations) to help families build confidence and competence in articulating goals and expectations.

**Domain 5: Care Coordination Workforce**

- 1.25. The Contractor must make a request in writing to the Department before hiring new program personnel who do not meet the following required staff qualifications. The Department may approve a waiver based on the needs of the program and/or the individual's experience and education:
  - 1.25.1. A Bachelor's degree; and
  - 1.25.2. Two (2) years of experience in care coordination or within community programs serving CSHCN or four (4) years of experience working with children and families.
- 1.26. The Contractor must ensure HCCs have the competencies needed for successful navigation across health, behavioral health, social service, and other child-serving systems.
- 1.27. The Contractor must take into account an individual's lived experiences, or practical knowledge and understanding of navigating the health system as an important consideration in care coordination hiring.
- 1.28. The Contractor must build capacity to meet the needs of the culturally diverse populations within the region(s) they serve which includes recruiting and maintaining a workforce that is culturally, linguistically, racially, and ethnically diverse;
- 1.29. The Contractor must ensure each HCC completes a minimum of eighteen (18) hours of training each year, and maintains documentation in the form of a certificate of attendance. Training must focus on the following topics:
  - 1.29.1. Learning from and building partnerships with families;
  - 1.29.2. Motivational interviewing;
  - 1.29.3. Identification of family strengths, priorities, and goal setting;
  - 1.29.4. Care plan development;
  - 1.29.5. Cultural & linguistic competencies;
  - 1.29.6. Implicit bias;
  - 1.29.7. Health insurance policies and procedures;
  - 1.29.8. Confidentiality;
  - 1.29.9. Health Insurance Portability and Accountability Act (HIPAA) and Family Rights and Privacy Act (FRPA) compliance training;
  - 1.29.10. Health literacy;
  - 1.29.11. Community-based resources;
  - 1.29.12. Transition and referral process (including, but not limited to TRAQ activities); and

BT

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

---

1.29.13. Education systems for CSHCN.

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

**Domain 6: Care Transitions**

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

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

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

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

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

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

1.34.2.1. Caseload management; and

1.34.2.2. Nurse consultation.

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

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

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

1.36.2. Bureau of Developmental Services' Area Agencies;

1.36.3. Family Centered Early Supports and Services programs; and

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

1.36.4.1. Nurse Consultation;

1.36.4.2. NH Family Voices;

1.36.4.3. Specialty Services for Children with Medical Complexity;

1.36.4.4. Nutrition, Feeding and Swallowing Network;

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

---

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

**2. Staffing Requirements**

- 2.1. The Contractor must establish and maintain program personnel policies and procedures that will be made accessible and available to all Contractor staff and the Department which include, but are not limited to:
  - 2.1.1. Selection and dismissal of staff, volunteers and others.
  - 2.1.2. Delivering or coordinating services under the provider's direction.
  - 2.1.3. Procedures for supporting students/interns interested in working with CSHCN.
  - 2.1.4. Procedures for verifying staff, volunteer and student training/intern qualifications.
- 2.2. The Contractor must designate one (1) full-time supervisor to oversee eight (8) Healthcare Coordinators (HCCs), broken up by region as follows:
  - 2.2.1. Region 1 – Three (3) HCCs
  - 2.2.2. Region 2 – One (1) HCC
  - 2.2.3. Region 3 – One (1) HCC
  - 2.2.4. Region 4 – Two (2) HCCs
  - 2.2.5. Region 8 – One (1) HCC
- 2.3. The Contractor must ensure HCC's maintain a caseload of between fifty (50) and seventy-five (75) active families.
- 2.4. The Contractor must provide, at a minimum, one (1) hour of support from each HCC, per month to each family engaged in this program.
- 2.5. The Contractor must identify a Lead Agency Supervisor, to act as a point of contact with the Department, and who is responsible for the following:
  - 2.5.1. Ensuring program activities meet contractual obligations and comply with NH Administrative Rule He-M 520 and 523 including, but not limited to:
    - 2.5.1.1. Reviewing quarterly and annual reports;
    - 2.5.1.2. Ensuring data is entered and case records are maintained in the Data system within five (5) business days of receipt as required by the Department;
    - 2.5.1.3. Tracking expenditures;
    - 2.5.1.4. Ensuring distribution and collection of satisfaction surveys;
    - 2.5.1.5. Participating in program and financial audits;
    - 2.5.1.6. Participating in Quarterly Meetings with the Department, with date and location agreed upon by both parties; and
    - 2.5.1.7. Providing supervision to the HCCs including but not limited to:
      - 2.5.1.7.1. Ensuring training requirements are met;

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

---

2.4.1.7.2. Providing annual evaluations.

- 2.6. The Contractor must ensure the HCCs participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 2.7. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 2.8. The Contractor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.

**3. Reporting**

- 3.1. The Contractor must submit annual reports, site review documents, and performance measures data (e.g. family satisfaction surveys) to the Department.
- 3.2. The Contractor must submit quarterly reports, using a Department provided template, which include, but are not limited to:
  - 3.2.1. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following quarter;
  - 3.2.2. Progress made on issues identified in the previous report; and
  - 3.2.3. Updated training log with certificates of attendance for all HCC.
- 3.3. The Contractor must submit annual reports using a template provided by the Department, which include, but are not limited to:
  - 3.3.1. Results of annual satisfaction survey;
  - 3.3.2. Performance measures;
  - 3.3.3. Success stories of services provided;
  - 3.3.4. Quality assurance and improvement activities;
  - 3.3.5. Qualitative information relative to family outcomes;
  - 3.3.6. Quantitative information demonstrating successful family outcomes;
  - 3.3.7. Overall progress toward program goals that includes supporting statistical information;
  - 3.3.8. Program effectiveness as reported by families in the Participant Satisfaction Survey; and
  - 3.3.9. Future plans or goals.
- 3.4. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

**4. Performance Measures**

- 4.1. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures. The Contractor must ensure:
  - 4.1.1. Ninety-five (95%) of families and/or CSHCN receive a shared care plan;

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

---

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

**5.1 Background Checks**

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

**5.2 Privacy Impact Assessment**

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

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

---

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

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

**5.3 Department Owned Devices, Systems and Network Usage**

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

- 5.3.3.1 Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 5.3.3.2 Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 5.3.3.3 Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 5.3.3.4 Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 5.3.3.5 Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 5.3.3.6 Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

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

---

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

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

5.3.3.9 Agree when utilizing the Department's email system:

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

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

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

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

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

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

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

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

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

---

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

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

**5.3.4 Workspace Requirement**

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

**5.4 Contract End-of-Life Transition Services**

**5.4.3 General Requirements**

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

5.4.3.2 The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network<sup>0</sup> and

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

---

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

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

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

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

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

**5.4.4 Completion of Transition Services**

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

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

---

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

5.4.5 Disagreement over Transition Services Results

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

5.5 Website and Social Media

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

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

5.5.5 State of New Hampshire's Website Copyright

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

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

---

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

**6 Exhibits Incorporated**

- 6.1 The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 6.2 The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 6.3 The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**7 Additional Terms**

**7.1 Impacts Resulting from Court Orders or Legislative Changes**

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

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

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

**7.3 Credits and Copyright Ownership**

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

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

---

required, e.g., the United States Department of Health and Human Services.”

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

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

7.3.5.1 Brochures.

7.3.5.2 Resource directories.

7.3.5.3 Protocols or guidelines.

7.3.5.4 Posters.

7.3.5.5 Reports.

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

**7.4 Operation of Facilities: Compliance with Laws and Regulations**

7.4.3 In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

**8 Records**

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

8.1.3 Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

8.1.4 All records must be maintained in accordance with accounting

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

---

procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions; labor time cards, payrolls, and other records requested or required by the Department.

8.1.5 Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.1.6 Medical records on each patient/recipient of services

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

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

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

**Payment Terms**

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

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

---

- 4.1.2. Financial assistance to eligible recipients for Environmental Modifications, which require prior approval by the Department;
- 4.1.3. The remaining Financial assistance to eligible recipients based on needs and availability of funds, in accordance with NH Administrative Rule He-M 523.06(b).
- 4.2. The Contractor may request approval for reimbursement from the Department, in a format satisfactory to the Department. The Contractor must ensure the request includes justifications of:
  - 4.2.1. Client/Family specific needs, not covered by other source(s) and not contemplated as part of the transition to direct bill; or
  - 4.2.2. Agency-operational issues related to the organizational change due to the direct bill transition.
  - 4.2.3. Depending on the request, the Department may require a business plan, at its sole discretion.
- 4.3. The Contractor must submit an invoice, upon Department approval of the reimbursement request, with supporting documentation to the Department as outlined in Section 5.
- 5. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [bfcsinvoices@dhhs.nh.gov](mailto:bfcsinvoices@dhhs.nh.gov) or mailed to:

Health Care Coordination  
Program Assistant II  
Thayer Building

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

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

6. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
7. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
9. Audits
  - 9.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 9.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
    - 9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

---

- 9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 9.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 9.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.		
Contractor Name: <i>Waypoint</i>		
Budget Request for: <i>Health Care Coordination for Children with Special Health Care Needs - Region 1</i>		
Budget Period <i>FY2024 - July 1 2023 - June 30, 2024</i>		
Indirect Cost Rate (if applicable) <i>17.40%</i>		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	\$104,796	
2. Fringe Benefits	\$44,912	
3. Consultants	\$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
6. Travel	\$0	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)		
Phones	\$0	
Insurance	\$0	
Assistance to Individuals (Flex Funds)	\$26,419	
9. Subrecipient Contracts	\$0	
<b>Total Direct Costs</b>	<b>\$176,127</b>	
<b>Total Indirect Costs</b>		
<b>TOTAL</b>	<b>\$176,127</b>	

C-2 Budget Sheet

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.		
Contractor Name: <i>Waypoint</i>		
Budget Request for: <i>Health Care Coordination for Children with Special Health Care Needs - Region 1</i>		
Budget Period <i>FY2025 - July 1 2024 - June 30, 2025</i>		
Indirect Cost Rate (If applicable) <i>17.40%</i>		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	\$104,796	
2. Fringe Benefits	\$44,912	
3. Consultants	\$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
6. Travel	\$0	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)		
Phones	\$0	
Insurance	\$0	
Assistance to Individuals (Flex Funds)	\$26,419	
9. Subrecipient Contracts	\$0	
<b>Total Direct Costs</b>	<b>\$176,127</b>	
<b>Total Indirect Costs</b>		
<b>TOTAL</b>	<b>\$176,127</b>	

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.		
Contractor Name: <u>Waypoint</u>		
Budget Request for: <u>Health Care Coordination for Children with Special Health Care Needs - Region 2</u>		
Budget Period <u>FY2024 - July 1 2023 - June 30, 2024</u>		
Indirect Cost Rate (if applicable) <u>17.40%</u>		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	\$42,694	
2. Fringe Benefits	\$18,298	
3. Consultants	\$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
6. Travel	\$0	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)		
Phones	\$0	
Occupancy	\$0	
Insurance	\$0	
Assistance to Individuals (Flex Funds)	\$10,763	
9. Subrecipient Contracts	\$0	
<b>Total Direct Costs</b>	<b>\$71,755</b>	
<b>Total Indirect Costs</b>		
<b>TOTAL</b>	<b>\$71,755</b>	

Exhibit C-4 Budget

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Waypoint</u> Budget Request for: <u>Health Care Coordination for Children with Special Health Care Needs - Region 2</u> Budget Period: <u>FY2025 - July 1 2024 - June 30, 2025</u> Indirect Cost Rate (If applicable) <u>17.40%</u>		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	\$42,694	
2. Fringe Benefits	\$18,298	
3. Consultants	\$0	
4. Equipment <small>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</small>	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
6. Travel	\$0	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)		
Phones	\$0	
Occupancy	\$0	
Insurance	\$0	
Assistance to Individuals (Flex Funds)	\$10,763	
9. Subrecipient Contracts	\$0	
<b>Total Direct Costs</b>	<b>\$71,755</b>	
<b>Total Indirect Costs</b>		
<b>TOTAL</b>	<b>\$71,755</b>	

**bat**

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.		
Contractor Name: <i>Waypoint</i>		
Budget Request for: <i>Health Care Coordination for Children with Special Health Care Needs - Region 3</i>		
Budget Period: <i>FY2024 - July 1 2023 - June 30, 2024</i>		
Indirect Cost Rate (if applicable): <i>17.40%</i>		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	\$42,048	
2. Fringe Benefits	\$18,020	
3. Consultants	\$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
6. Travel	\$0	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)		
<i>Phones</i>	\$0	
<i>Insurance</i>	\$0	
<i>Assistance to Individuals (Flex Funds)</i>	\$10,600	
9. Subrecipient Contracts	\$0	
<b>Total Direct Costs</b>	<b>\$70,668</b>	
<b>Total Indirect Costs</b>		
<b>TOTAL</b>	<b>\$70,668</b>	

Exhibit C-6 Budget Sheet

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.		
Contractor Name: <u>Waypoint</u>		
Budget Request for: <u>Health Care Coordination for Children with Special Health Care Needs - Region 3</u>		
Budget Period: <u>FY2025 - July 1 2024 - June 30, 2025</u>		
Indirect Cost Rate (if applicable): <u>17.40%</u>		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	\$42,048	
2. Fringe Benefits	\$18,020	
3. Consultants	\$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
6. Travel	\$0	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)		
Phones	\$0	
Insurance	\$0	
Assistance to Individuals (Flex Funds)	\$10,600	
9. Subrecipient Contracts	\$0	
<b>Total Direct Costs</b>	<b>\$70,668</b>	
<b>Total Indirect Costs</b>		
<b>TOTAL</b>	<b>\$70,668</b>	

BT

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.		
Contractor Name: <u>Waypoint</u>		
Budget Request for: <u>Health Care Coordination for Children with Special Health Care Needs - Region 4</u>		
Budget Period <u>FY2024 - July 1 2023 - June 30, 2024</u>		
Indirect Cost Rate (if applicable) <u>17.40%</u>		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	\$62,748	
2. Fringe Benefits	\$26,892	
3. Consultants	\$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
6. Travel	\$0	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)		
Phones	\$0	
Occupancy	\$0	
Insurance	\$0	
Assistance to Individuals (Flex Funds)	\$15,819	
9. Subrecipient Contracts	\$0	
<b>Total Direct Costs</b>	<b>\$105,459</b>	
<b>Total Indirect Costs</b>		
<b>TOTAL</b>	<b>\$105,459</b>	

WAT

Exhibit C-8 Budget Sheet

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name: <u>Waypoint</u>		
Budget Request for: <u>Health Care Coordination for Children with Special Health Care Needs - Region 4</u>		
Budget Period: <u>FY2025 - July 1 2024 - June 30, 2025</u>		
Indirect Cost Rate (if applicable): <u>17.40%</u>		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	\$62,748	
2. Fringe Benefits	\$26,892	
3. Consultants	\$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
6. Travel	\$0	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)		
Phones	\$0	
Occupancy	\$0	
Insurance	\$0	
Assistance to Individuals (Flex Funds)	\$15,819	
9. Subrecipient Contracts	\$0	
<b>Total Direct Costs</b>	<b>\$105,459</b>	
<b>Total Indirect Costs</b>		
<b>TOTAL</b>	<b>\$105,459</b>	

EW

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.		
Contractor Name: <u>Waypoint</u>		
Budget Request for: <u>Health Care Coordination for Children with Special Health Care Needs - Region 8</u>		
Budget Period: <u>FY2024 - July 1 2023 - June 30, 2024</u>		
Indirect Cost Rate (if applicable) <u>17.40%</u>		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	\$46,576	
2. Fringe Benefits	\$19,961	
3. Consultants	\$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
6. Travel	\$0	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)		
Phones	\$0	
Insurance	\$0	
Assistance to Individuals (Flex Funds)	\$11,742	
9. Subrecipient Contracts	\$0	
<b>Total Direct Costs</b>	<b>\$78,279</b>	
<b>Total Indirect Costs</b>	<b>\$0</b>	
<b>TOTAL</b>	<b>\$78,279</b>	

## Exhibit C-10 Budget Sheet

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name: <i>Waypoint</i>		
Budget Request for: <i>Health Care Coordination for Children with Special Health Care Needs -Region 8</i>		
Budget Period <i>FY2025 - July 1 2024 - June 30, 2025</i>		
Indirect Cost Rate (If applicable) <i>17.40%</i>		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	\$48,576	
2. Fringe Benefits	\$19,961	
3. Consultants	\$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
6. Travel	\$0	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)		
Phones	\$0	
Insurance	\$0	
Assistance to Individuals (Flex Funds)	\$11,742	
9. Subrecipient Contracts	\$0	
<b>Total Direct Costs</b>	<b>\$78,279</b>	
<b>Total Indirect Costs</b>	<b>\$0</b>	
<b>TOTAL</b>	<b>\$78,279</b>	

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

Vendor Initials bat  
Date 6/13/2023



New Hampshire Department of Health and Human Services  
Exhibit D

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

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

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

Vendor Name: Waypoint

6/13/2023

Date

DocuSigned by:

*Borja Alvarez de Toledo*

Name: Borja Alvarez de Toledo

Title: president and CEO



New Hampshire Department of Health and Human Services  
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: waypoint

6/13/2023

Date

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

Vendor Initials   
 Date 6/13/2023



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

Contractor Initials BT  
Date 6/13/2023



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).

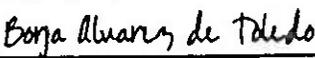
**LOWER TIER COVERED TRANSACTIONS**

- 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: waypoint

6/13/2023

Date

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

Contractor Initials   
 Date 6/13/2023



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

03  
BAT

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: waypoint

6/13/2023

Date

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

Exhibit G

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

Contractor Initials

BT



New Hampshire Department of Health and Human Services  
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: waypoint

6/13/2023

Date

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



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

Contractor Initials: BAT



New Hampshire Department of Health and Human Services

Exhibit I

- i. "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

3/2014

Contractor Initials

03  
bat

Date 6/13/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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

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

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

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

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



## New Hampshire Department of Health and Human Services

## Exhibit I

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

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

3/2014

Contractor Initials

BHT

Date 6/13/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

BAT



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~~ by  
*Melissa Hardy*

Signature of Authorized Representative

Melissa Hardy

Name of Authorized Representative  
Director, DLSS

Title of Authorized Representative

6/13/2023

Date

waypoint

~~Name of the Contractor~~  
*Borja Alvarez de Toledo*

Signature of Authorized Representative

Borja Alvarez de Toledo

Name of Authorized Representative

president and CEO

Title of Authorized Representative

6/13/2023

Date

<sup>09</sup>  
*BAT*



New Hampshire Department of Health and Human Services  
Exhibit J

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

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

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

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

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

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

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

Contractor Name: waypoint

6/13/2023

Date

DocuSigned by:

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

Contractor Initials BAT  
Date 6/13/2023



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

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

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

- 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:

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

OS  
BAT

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K.

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

DS  
BAT

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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

DS  
BAT