



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

Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
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August 19, 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 for Behavioral Health, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Waypoint (VC #177166), Manchester, NH, for the continued provision of a Young Adult Shelter and Drop-In Resource Center program for young adults 18 to 24 years of age who are experiencing homelessness by exercising a contract renewal option by increasing the price limitation by \$1,000,000 from \$500,000 to \$1,500,000 and extending the completion date from June 30, 2025 to June 30, 2027, effective retroactive to July 1, 2025, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on February 21, 2024, item #22.

Funds are available in the following accounts for State Fiscal Years 2026 and 2027, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Svc	42307020	\$100,000	\$0	\$100,000
2025	102-500731	Contracts for Prog Svc	42307020	\$400,000	\$0	\$400,000
			<i>Subtotal</i>	\$500,000	\$0	\$500,000

**05-95-92-921510-31700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, HOMELESS SERVICES, HOUSING - SHELTER PROGRAM**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2026	102-500731	Contracts for Prog Svc	92157020	\$0	\$500,000	\$500,000
2027	102-500731	Contracts for Prog Svc	92157020	\$0	\$500,000	\$500,000
			<i>Subtotal</i>	\$0	\$1,000,000	\$1,000,000
			<b>Total</b>	\$500,000	\$1,000,000	\$1,500,000

### EXPLANATION

The purpose of this request is to exercise an available contract renewal option to support continued delivery of a youth and young adult drop-in center and shelter program. This request is **Retroactive** to avoid a gap in these services. This funding was included in the State's 2026-2027 budget. The Department was unable to proceed with this amendment request prior to the contract end date of June 30, 2025 until the 2026-2027 biennium budget was approved. This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor is the only vendor able to provide youth specific emergency shelter services and youth homeless drop-in services in the city of Manchester to youth and young adults who are in a challenging time of transition from adolescence to adulthood and has been successfully providing these services for the past two (2) years.

Approximately 160 individuals will be served annually, through June 30, 2027.

The Contractor, utilizing the federally required Housing First model aligned with the NH System of Care values, will continue providing a co-located drop-in center and 14-bed shelter program in Manchester for young adults, 18 to 24 years of age, who are experiencing homelessness in the Greater Manchester area. Additionally, the Contractor will continue maximizing each participant's ability to live more independently by providing connections to community services.

The Department will continue monitoring services through review and assessment of annual reports required by the Contractor and conducting annual reviews related to compliance with administrative rules and contractual agreements.

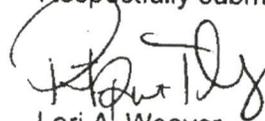
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council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

Should the Governor and Council not authorize this request, young adults in the Greater Manchester area who are experiencing homelessness may not have access to safe and sanitary temporary shelter services where they also have access to trauma-informed services during a time of transition from adolescence to adulthood.

The Department has determined that the Contractor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency for review upon request. The Contractor is a non-profit organization, and the Department has also confirmed the Contractor is registered and in good standing with the Department of Justice's Charitable Division.

Area served: Greater Manchester area.

Respectfully submitted,



Lori A. Weaver  
Commissioner

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

This Amendment to the Young Adult Shelter and Drop-In Resource Center 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 February 21, 2024 (Item #22), 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:  
\$1,500,000
3. Modify Exhibit A - Revisions to Standard Agreement Provisions, by adding Subsection 1.3., to read:
  - 1.3 Paragraph 6, Subparagraph 6.1., Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, is amended as follows:
    - 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, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. 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.
4. Modify Exhibit C, Payment Terms, Section 3., 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 Exhibit C-1 Budget through Exhibit C-4, Budget, Amendment #1.
5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

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

8/15/2025

Date

DocuSigned by:

*Katja S. Fox*

Name: Katja S. Fox

Title: Director

Waypoint

8/15/2025

Date

Signed by:

*Borja Alvarez de Toledo*

Name: Borja Alvarez de Toledo

Title: president and CEO

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

OFFICE OF THE ATTORNEY GENERAL

8/18/2025

Date

DocuSigned by:  
*Robyn Guarino*  
748734824941460  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

Exhibit C-3, Budget, Amendment #1

New Hampshire Department of Health and Human Services	
<b>Contractor Name:</b>	Waypoint
<b>Budget Request for:</b>	Young Adult Shelter and Drop-In Resource Center
<b>Budget Period</b>	7/1/25 - 6/30/26, SFY26
<b>Indirect Cost Rate (if applicable)</b>	18.60%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$330,685
2. Fringe Benefits	\$66,840
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)	\$0
OCCUPANCY	\$18,000
FOOD	\$6,060
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$421,585</b>
<b>Total Indirect Costs</b>	<b>\$78,415</b>
<b>TOTAL</b>	<b>\$500,000</b>

Contractor Initials: Initial  
BAT

Exhibit C-4, Budget, Amendment #1

New Hampshire Department of Health and Human Services	
<b>Contractor Name:</b> Waypoint	
<b>Budget Request for:</b> Young Adult Shelter and Drop-In Resource Center	
<b>Budget Period</b> 7/1/26 - 6/30/27, SFY27	
<b>Indirect Cost Rate (if applicable)</b> 18.60%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$337,585
2. Fringe Benefits	\$72,000
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)	\$0
OCCUPANCY	\$12,000
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$421,585
Total Indirect Costs	\$78,415
<b>TOTAL</b>	<b>\$500,000</b>

Contractor Initials: Initial  
Blt



Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

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

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January 30, 2024

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** contract with Waypoint (VC # 177166), Manchester, NH, in the amount of \$500,000 to provide a Young Adult Shelter and Drop-In Resource Center program for young adults 18 to 24 years of age who are experiencing homelessness, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2025. 100% General Funds.

Funds are available in the following account for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVORIAL HEALTH, SYSTEM OF CARE**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Prog Svc	42307020	\$100,000
2025	102-500731	Contracts for Prog Svc	42307020	\$400,000
			<b>Total</b>	<b>\$500,000</b>

**EXPLANATION**

This request is **Sole Source** because the Contractor is the only contractor able to provide the temporary shelter services to young adults. The Contractor has been providing young adult shelter services in the Greater Manchester Area for more than a year. Therefore the Contractor is uniquely qualified to continue providing the services for young adults who are in a time of transition that pose challenges as they move from adolescence to adulthood.

The purpose of this request is for the Contractor to provide a co-located drop-in center and 14-bed shelter program in Manchester, for young adults 18 to 24 years of age who are experiencing homelessness in the Greater Manchester Area. The Young Adult Shelter and Drop-In-Resource program will provide a safe, sanitary, and welcoming environment with trauma-informed services. In addition, the program will align with the NH System of Care values and the Housing First approach.

Approximately 160 individuals will be served annually.

The Contractor must ensure the 14-bed temporary shelter equally supports nightly and extended stays to meet the basic needs of young adults who have no other housing options and would otherwise be without a place to sleep. The young adult shelter program will include seven (7) beds designated as nightly beds, and seven (7) beds designated as extended beds for up to two (2) weeks for young adults working on goals and case management.

The Contractor will ensure the facility complies with the Americans with Disabilities Act, and is operated in accordance with New Hampshire State laws and regulations. The shelter for young adults' hours of operation will be from 7:00 pm to 7:00 am. The Drop-in Resource Center hours of operations will be Tuesday through Sunday, 10:00 am to 7:00 pm, and Mondays by appointment only.

The Department will monitor contracted services through monthly data and key metric reports, which will include:

- The length of time young adults remain homeless.
- The number of young adults who exit homelessness to permanent housing destinations who return to homelessness.
- The number of young adults who successfully exit homelessness to permanent housing destinations.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, young adults in the Greater Manchester Area who are experiencing homelessness may not have access to safe and sanitary temporary shelter services where they will also have access to trauma-informed services during a time of transition from adolescence to adulthood.

Area served: Greater Manchester Area.

Respectfully submitted,

  
Lori A. Weaver  
Commissioner