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

Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4232 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 11, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to exercise a renewal option to an existing agreement with Wediko Children's Services, Inc., Vendor #162772 B001, 72 E. Dedham Street, Boston, MA 02118, to continue After-Hours Access services for the Division for Children, Youth and Families, by increasing the price limitation by \$1,354,208.93 from \$610,238.58 to an amount not to exceed \$1,964,447.51 and by extending the completion date from September 30, 2018 to June 30, 2021, effective upon Governor and Executive Council approval. This agreement was originally approved by the Governor and Executive Council on December 21, 2016 (Item #17). 100% General Funds

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019 and are anticipated to be available in State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-095-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVCS, HUMAN SERVICES, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

State Fiscal Year	Class	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2017	502-500891	Payment to Providers	45030350	\$178,922.73	\$0	\$178,922.73
2018	502-500891	Payment to Providers	45030350	\$345,442.11	\$94,800.00	\$440,242.11
2019	502-500891	Payment to Providers	45030350	\$85,873.74	\$353,300.69	\$439,174.43
			SubTotal:	\$610,238.58	\$448,100.69	\$1,058,339.27

05-095-042-421010-29570000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD PROTECTION

State Fiscal Year	Class	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2020	102-500734	Contracts for Program Servs	42105737	\$0	\$448,579.83	\$448,579.83
2021	102-500734	Contracts for Program Servs	42105737	\$0	\$457,528.41	\$457,528.41
			SubTotal:	\$0	\$906,108.24	\$906,108.24
			TOTAL:	\$610,238.58	\$1,354,208.93	\$1,964,447.51

EXPLANATION

The purpose of this request is to continue services for statewide, after-hour access to the Department of Health and Human Services, Division for Children, Youth and Families (DCYF) Child Protection for the purpose of assuring that reports of alleged child abuse and neglect can be made after business hours. Contracted services are available weekdays (4:30pm-8:00am) and twenty-four (24) hours on weekends and holidays. These services assist the Department with locating appropriate emergency placements for children. Additionally, after-hours services assure that hospitals have the ability to obtain medical treatment consent for children in DCYF's guardianship. The Contractor screens incoming reports and refers cases to DCYF On-Call Supervisors as needed to respond to imminent danger situations.

After-Hours Access Services provide the first point of contact for foster parents who are requesting support after-hours. Foster-parent requests for support are referred to an On-Call Administrator for a response to the foster parent. Calls received from other individuals within the community who need assistance, but indicate no imminent danger is present, can receive referral assistance to community-based agencies that can provide needed services for families.

Approval of this amendment will allow the Contractor to continue providing continuity of services, specifically to provide intake services after the regular business hours. The Contractor will contact on-call staff to commence an investigation upon receipt of a report that alleges imminent danger where a child's safety and well-being is endangered.

Early on in the original contract the Department realized the volume of calls exceeded original estimations of clients in need of services. Additional staffing was required to meet the demand for services. Funds in this amendment will be used to establish a sufficient level of staffing to provide after-hours intake services in order to meet the needs of children and families, which will result in meeting the goal of positively impacting child safety statewide.

The original contract was competitively bid. The original contract contained language in Exhibit C-1 that reserved the Department's right to renew services for up to three (3) years, contingent upon satisfactory delivery of services, continued funding, agreement of the parties and approval from the Governor and Executive Council. The Department is satisfied with services provided by the Contractor and is in agreement with continuation of the After-Hours Access services.

From March 2017 until May 2018, DCYF received approximately 30,544 abuse and neglect reports statewide through the DCYF Central Intake unit and Wediko After Hours Access services. Of the 30,544 reports, 5,483 reports (17.95% of the total statewide abuse and neglect reports) were received after hours by Wediko After Hours Access services during this period. Of those 5,483 calls received, 371 were screened in as Level 1 which requires an immediate response to families/children to assess for safety and risk. Wediko After Hours Access staff referred 158 incidents to DCYF On-Call staff after business hours and a CPSW was dispatched to respond in person. In addition, between March 2017 and May 2018 Wediko After Hours Access services made 54 emergency foster placements for children and youth who were in immediate need of placement. The after-hours intake services are critical in meeting the needs of children and families, which will result in meeting the goal of positively impacting child safety statewide.

RSA 169-C:34, I, mandates that if it appears that the immediate safety or well-being of a child is endangered, the family may flee or the child disappear, or where other factors warrant, the Department must immediately commence an investigation upon the receipt of a report. In all other cases, a child protective investigation must be initiated within seventy-two (72) hours of receipt of a report.

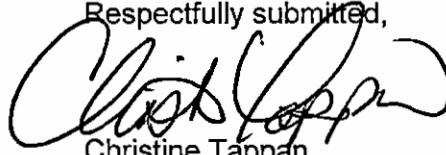
In response to this legislative mandate and as an ongoing commitment to protecting New Hampshire's children, DCYF is in the process of expanding its internal assessment capabilities through increased staffing and the enhancement of after-hours, on-call access. This includes the establishment of a twelve (12) pm to eight (8) pm unit comprised of DCYF Assessment Child Protection Services Workers and Supervisors that will make up a Statewide Assessment Team.

Should the Governor and Executive Council not authorize this request, the Department may be unable to continue operating an after-hours intake system that will be able to screen calls of alleged abuse and neglect outside of the Department's normal business hours and provide services such as locating appropriate emergency placements for children.

Area served: Statewide

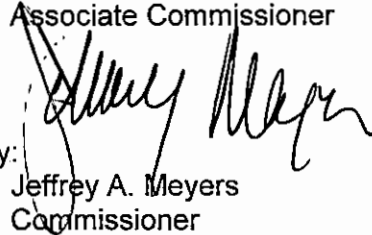
Source of Funds: 100% General Funds.

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved By:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
After-Hour Access to DCYF Child Protection**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
After-Hour Access to DCYF Child Protection**

This 1st Amendment to the After-Hour Access to DCYF Child Protection contract (hereinafter referred to as "Amendment One") dated this 10th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Wediko Children Services, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 72 E. Dedham Street, Boston, MA 02118.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 ITEM #17 the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the Form P-37, General Provisions, Paragraph 18, and the Exhibit C-1, Revisions To General Provisions, the State may amend the agreement and renew contract services for up to three (3) years; and

WHEREAS, the parties agree to exercise a renewal for three (3) years and increase the price limitation; 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, 2021
2. Form P-37, General Provisions, Block 1.8, Price Limitation to read:
\$1,964,447.51
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement
4. Form P-37, Block 1.10, State Agency Telephone Number to read:
603-271-9330
5. Delete Exhibit B-2 in its entirety and replace with Exhibit B-6, Amendment #1.
6. Delete Exhibit B-3 in its entirety and replace with Exhibit B-7, Amendment #1.
7. Add Exhibit B-8, Amendment #1.
8. Add Exhibit B-9, Amendment #1.

- * Although Exhibit B-1 through Exhibit B-3 were omitted from the original Governor and Executive Council packet the Department and the Contractor have been operating consistent with those exhibits having been approved.



New Hampshire Department of Health and Human Services
After-Hour Access to DCYF Child Protection

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

State of New Hampshire
Department of Health and Human Services

6/6/2018
Date

Joseph E. Ribsam, Jr.
Director

Wediko Children Services, Inc.

5/29/18
Date

Name: Michael Pearis
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Hillsboro on 5-29-18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Karen Pellicano
Name and Title of Notary or Justice of the Peace

KAREN K. PELLICANO
Notary Public - New Hampshire
My Commission Expires April 20, 2021

My Commission Expires: 4-20-21

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY



New Hampshire Department of Health and Human Services
After-Hour Access to DCYF Child Protection

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

OFFICE OF THE ATTORNEY GENERAL

6/12/18
Date

[Signature]
Name: Megan A. V. Sp...
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 B-6, Amendment #1

New Hampshire Department of Health and Human Services

Bidder/Program Name: **Wediko Children's Services**

Budget Request for: **After Hours Access to DCYF Child Protection**
(Name of RFP)

Budget Period: **7/1/2017-6/30/2018**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 356,600.69	\$ -	\$ 356,600.69	\$ -	\$ -	\$ -	\$ 356,600.69	\$ -	\$ 356,600.69
2. Employee Benefits	\$ 46,358.09	\$ -	\$ 46,358.09	\$ -	\$ -	\$ -	\$ 46,358.09	\$ -	\$ 46,358.09
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ 36,083.33	\$ 36,083.33	\$ -	\$ -	\$ -	\$ -	\$ 36,083.33	\$ 36,083.33
Overhead	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 404,158.78	\$ 36,083.33	\$ 440,242.11	\$ -	\$ -	\$ -	\$ 404,158.78	\$ 36,083.33	\$ 440,242.11

Indirect As A Percent of Direct

8.9%

Exhibit B-7, Amendment #1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Wediko Children's Services

Budget Request for: After Hours Access to DCYF Child Protection
(Name of RFP)

Budget Period: 7/1/2018-6/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 356,600.69	\$ -	\$ 356,600.69	\$ -	\$ -	\$ -	\$ 356,600.69	\$ -	\$ 356,600.69
2. Employee Benefits	\$ 46,358.09	\$ -	\$ 46,358.09	\$ -	\$ -	\$ -	\$ 46,358.09	\$ -	\$ 46,358.09
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,411.77	\$ -	\$ 1,411.77	\$ -	\$ -	\$ -	\$ 1,411.77	\$ -	\$ 1,411.77
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ 34,803.88	\$ 34,803.88	\$ -	\$ -	\$ -	\$ -	\$ 34,803.88	\$ 34,803.88
Overhead	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL:	\$ 404,370.55	\$ 34,803.88	\$ 439,174.43	\$ -	\$ -	\$ -	\$ 404,370.55	\$ 34,803.88	\$ 439,174.43

Indirect As A Percent of Direct

8.6%

Exhibit B-8, Amendment #1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Wediko Children's Services

Budget Request for: After Hours Access to DCYF Child Protection
(Name of RFP)

Budget Period: 7/1/2018-6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 364,937.69	\$ -	\$ 364,937.69	\$ -	\$ -	\$ -	\$ 364,937.69	\$ -	\$ 364,937.69
2. Employee Benefits	\$ 47,441.90	\$ -	\$ 47,441.90	\$ -	\$ -	\$ -	\$ 47,441.90	\$ -	\$ 47,441.90
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,411.77	\$ -	\$ 1,411.77	\$ -	\$ -	\$ -	\$ 1,411.77	\$ -	\$ 1,411.77
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ 34,788.47	\$ 34,788.47	\$ -	\$ -	\$ -	\$ -	\$ 34,788.47	\$ 34,788.47
Overhead	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 413,791.36	\$ 34,788.47	\$ 448,579.83	\$ -	\$ -	\$ -	\$ 413,791.36	\$ 34,788.47	\$ 448,579.83

Indirect As A Percent of Direct

8.4%

Wediko Children's Services

Exhibit B-8, Amendment #1

Contractor's Initials

WSP

RFP-2017-DCYF-06-AFTER

Page 1 of 1

Date

5/29/18

Exhibit B-9, Amendment #1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Wediko Children's Services

Budget Request for: After Hours Access to DCYF Child Protection
(Name of RFP)

Budget Period: 7/1/2020-6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 372,236.44	\$ -	\$ 372,236.44	\$ -	\$ -	\$ -	\$ 372,236.44	\$ -	\$ 372,236.44
2. Employee Benefits	\$ 48,390.74	\$ -	\$ 48,390.74	\$ -	\$ -	\$ -	\$ 48,390.74	\$ -	\$ 48,390.74
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,447.00	\$ -	\$ 1,447.00	\$ -	\$ -	\$ -	\$ 1,447.00	\$ -	\$ 1,447.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ 35,454.23	\$ 35,454.23	\$ -	\$ -	\$ -	\$ -	\$ 35,454.23	\$ 35,454.23
Overhead	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 422,074.18	\$ 35,454.23	\$ 457,528.41	\$ -	\$ -	\$ -	\$ 422,074.18	\$ 35,454.23	\$ 457,528.41

Indirect As A Percent of Direct

8.4%

WUP

5/29/18

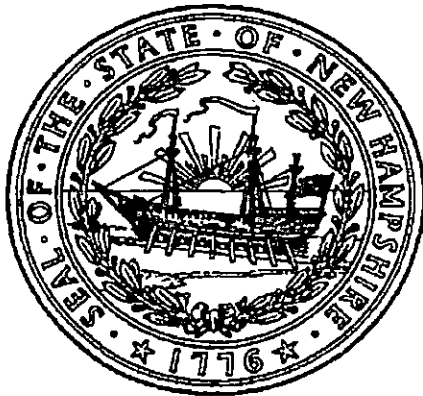
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEDIKO CHILDREN'S SERVICES, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on January 13, 2016. 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: 737423



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of Decemcber A.D. 2016.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, JOHN HENNESSY, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of WEDIKO CHILDREN'S SERVICES
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on JUNE 7 2018:
(Date)

RESOLVED: That the EXECUTIVE DIRECTOR
(Title of Contract Signatory)

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.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29th day of May, 2018.
(Date Contract Signed)

4. MICHAEL PEARIS is the duly elected EXECUTIVE DIRECTOR
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF MASSACHUSETTS

County of SUFFOLK

The forgoing instrument was acknowledged before me this 7th day of June, 2018.

By John Hennessy
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 12/24/2021

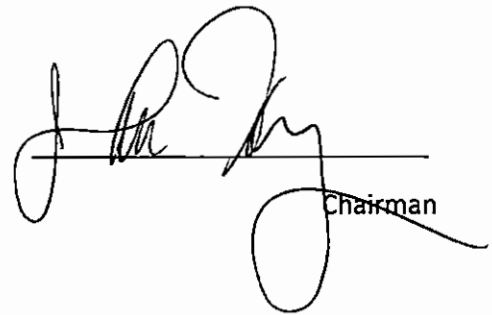
WEDIKO CHILDREN'S SERVICES

Certificate of Vote

I, JOHN HENNESSY, Chairman of the Board of Trustees of Wediko Children's Services, Inc., a Massachusetts corporation, do hereby certify that the following resolution was adopted at a duly called and held meeting of the Board of Trustees of Wediko Children's Services, Inc. on June 7, 2018 and that said resolutions have not been amended and remain in full force and effect.

RESOLVED: That the Executive Director is hereby authorized on behalf of this Agency to enter contracts with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he/she deem necessary, desirable or appropriate.

IN WITNESS WHEREOF, this Certificate is executed as of this 7th day of June, 2018.


Chairman



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2018

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

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

PRODUCER Marsh & McLennan Agency LLC - New England 100 Front St, Ste 800 Worcester MA 01608	CONTACT NAME: Hillary Desir	
	PHONE (A/C No, Ext): 888-850-9400	FAX (A/C, No): 866-795-8016
E-MAIL ADDRESS: MMA.NewEngland.CLines@marshmc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Great American Insurance Company of NY		22136
INSURER B : Great American Insance Company		16691
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED WEDIKCHILD1
 Wediko Childrens' Services
 72-74 East Dedham Street
 Boston MA 02118

COVERAGES

CERTIFICATE NUMBER: 1710700911

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MAC0987776	7/1/2017	7/1/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COM/OP AGG	\$ 1,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP0987777	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB0987778	7/1/2017	7/1/2018	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Dept. of Health & Human Services
 129 Pleasant Street
 Concord NH 03301

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2018

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

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

PRODUCER MARSH & MCLENNAN AGENCY LLC 100 FRONT ST WORCESTER MA 01608		CONTACT NAME: Kristin Collins PHONE (A/C No, Ext): (508) 595-7972 E-MAIL ADDRESS: kristin.collins@marshmma.com		FAX (A/C, No):
INSURED WEDIKO CHILDRENS SERVICES INC 72 EAST DEDHAM STREET BOSTON MA 02118		INSURER(S) AFFORDING COVERAGE INSURER A: LM INS CORP		NAIC # 33600
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 278298

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	N/A	WC531S343244047	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
				N/A			

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA
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Mission Statement

Wediko Children's Services is a non-profit organization committed to improving children's lives. Using a strength-based approach, Wediko responds to the needs of children who face repeated obstacles to development due to emotional, behavioral, environmental, and learning issues. Through a continuum of flexible services and multi-disciplinary training programs, Wediko develops enduring partnerships with children, families, schools, and the community. Wediko strives to capture success and restore a sense of competence and hope.

Established 1934
www.wediko.org

Boston Headquarters
72-74 East Dedham Street
Boston, MA 02118
Phone: (617) 292-9200
Fax: (617) 292-9272

New York Office
122 West 27th St., 10th Floor
New York, NY 10001
Phone: (646) 481-0184
Fax: (646) 410-0345

New Hampshire Campus
11 Bobcat Boulevard
Windsor, NH 03244
Phone: (603) 478-5236
Fax: (603) 478-2049



Wediko Children's Services, Inc.

Financial Statements and
Supplemental Information

2016



Kevin P. Martin & Associates, P.C.

WEDIKO CHILDREN'S SERVICES, INC.

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June 30, 2016

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for the Year Ended June 30, 2016



Kevin P. Martin & Associates, P.C.

ASSURANCE TAX | RISK MANAGEMENT IT ADVISORY

Independent Auditors' Report

To the Board of Directors of
Wediko Children's Services, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Wediko Children's Services, Inc. (a nonprofit organization), (the Agency), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with 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 of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Agency as of June 30, 2016, 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.

Report on Summarized Comparative Information

We have previously audited the Agency's 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 8, 2015. The prior year summarized comparative information is not intended to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Supplemental and Other Information

The Supplemental Schedule of Support, Revenue, Expenses, Capital Additions and Changes in Net Assets, which are the responsibility of management, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements and accordingly, we do not express an opinion or provide assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 6, 2016, on our consideration of the Agency'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 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 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 the Agency's internal control over financial reporting and compliance.

Nevin P. Martini & Associates, P.C.

October 6, 2016

WEDIKO CHILDREN'S SERVICES, INC.

Statement of Financial Position

As of June 30, 2016

With comparative totals as of June 30, 2015

	<u>2016</u>	<u>2015</u>
Assets		
Current Assets:		
Cash and cash equivalents	\$ 1,848,155	\$ 1,709,066
Accounts receivable	1,742,933	1,501,818
Less: allowance for doubtful accounts	(17,000)	(21,862)
Total accounts receivable, net of allowance	<u>1,725,933</u>	<u>1,479,956</u>
Pledge receivable, current portion	-	31,500
Prepaid expenses	<u>197,122</u>	<u>186,049</u>
Total Current Assets	<u>3,771,210</u>	<u>3,406,571</u>
Fixed Assets:		
Land	53,379	53,379
Land improvements	1,386,899	1,386,899
Buildings and improvements	13,315,627	13,126,775
Furnishings and equipment	1,360,925	1,290,314
Motor vehicles	184,710	184,710
Construction in progress	<u>28,338</u>	<u>56,613</u>
Total fixed assets	<u>16,329,878</u>	<u>16,098,690</u>
Less: accumulated depreciation	<u>(7,132,490)</u>	<u>(6,525,869)</u>
Total Net Fixed Assets	<u>9,197,388</u>	<u>9,572,821</u>
Other Assets:		
Pledge receivable, net of current portion	-	11,847
Other assets	<u>45,761</u>	<u>53,329</u>
Total Other Assets	<u>45,761</u>	<u>65,176</u>
Total Assets	<u>\$ 13,014,359</u>	<u>\$ 13,044,568</u>
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable	\$ 136,068	\$ 43,648
Accrued expenses	451,917	543,750
Long term debt, current portion	647,252	101,346
Deferred revenue	765,236	703,197
Capital lease payable, current portion	<u>3,817</u>	<u>5,555</u>
Total Current Liabilities	<u>2,004,290</u>	<u>1,397,496</u>
Long Term Liabilities:		
Long term debt, net of current portion	3,510,500	4,157,949
Capital lease payable, net of current portion	<u>6,838</u>	<u>10,669</u>
Total Long Term Liabilities	<u>3,517,338</u>	<u>4,168,618</u>
Total Liabilities	<u>5,521,628</u>	<u>5,566,114</u>
Net Assets:		
Unrestricted	7,266,929	7,211,409
Temporarily restricted	<u>225,802</u>	<u>267,045</u>
Total Net Assets	<u>7,492,731</u>	<u>7,478,454</u>
Total Liabilities and Net Assets	<u>\$ 13,014,359</u>	<u>\$ 13,044,568</u>

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

WEDIKO CHILDREN'S SERVICES, INC.

Statement of Activities

For the year ended June 30, 2016
With comparative totals for the year ended June 30, 2015

	Unrestricted Operating	Temporarily Restricted	2016 Total	2015 Total
Revenue and Support:				
Program service fees	\$ 12,416,503	\$ -	\$ 12,416,503	\$ 12,066,280
Contributions	276,157	198,250	474,407	464,812
Other income	15,446	-	15,446	9,827
Investment income	596	-	596	768
Total	12,708,702	198,250	12,906,952	12,541,687
Net assets released from restrictions				
Satisfaction of program restrictions	147,500	(147,500)	-	-
Satisfaction of equipment acquisition restrictions	91,993	(91,993)	-	-
Total Revenue and Support	12,948,195	(41,243)	12,906,952	12,541,687
Expenses:				
Program services	11,798,262	-	11,798,262	11,524,193
Administration	981,672	-	981,672	969,449
Fundraising	112,741	-	112,741	68,375
Total Expenses	12,892,675	-	12,892,675	12,562,017
Change in Net Assets	55,520	(41,243)	14,277	(20,330)
Net Assets at Beginning of Year	7,211,409	267,045	7,478,454	7,498,784
Net Assets at End of Year	\$ 7,266,929	\$ 225,802	\$ 7,492,731	\$ 7,478,454

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

WEDIKO CHILDREN'S SERVICES, INC.

Statement of Cash Flows

For the year ended June 30, 2016
With comparative totals for the year ended June 30, 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Change in net assets	\$ 14,277	\$ (20,330)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	606,621	617,979
Loss on disposal of fixed assets	-	10,939
Changes in operating assets and liabilities (Increase) decrease in:		
Accounts receivable	(245,977)	204,938
Pledge receivable	43,347	16,738
Prepaid expenses	(11,073)	(23,398)
Other assets	7,568	52,955
Increase (decrease) in:		
Accounts payable	92,420	(55,028)
Accrued expenses	(91,833)	(171,848)
Deferred revenue	62,039	360,704
Net cash provided by operating activities	<u>477,389</u>	<u>993,649</u>
Cash flows from investing activities:		
Purchase of fixed assets	<u>(231,188)</u>	<u>(332,923)</u>
Net cash used in investing activities	<u>(231,188)</u>	<u>(332,923)</u>
Cash flows from financing activities:		
Repayments on line of credit	(1,060,000)	(2,715,000)
Advances on line of credit	1,060,000	2,715,000
Repayment on long term debt	(101,543)	(117,006)
Payments on capital lease payable	(5,569)	(25,822)
Net cash used in financing activities	<u>(107,112)</u>	<u>(142,828)</u>
Increase in cash and cash equivalents	139,089	517,898
Cash and cash equivalents, beginning of year	<u>1,709,066</u>	<u>1,191,168</u>
Cash and cash equivalents, end of year	<u>\$ 1,848,155</u>	<u>\$ 1,709,066</u>
 Supplemental Disclosure of Cash Flow Information		
Cash paid during the year for interest	<u>\$ 230,553</u>	<u>\$ 238,848</u>

Noncash Investing and Financing Transactions

See Note 8.

WEDIKO CHILDREN'S SERVICES, INC.

Statement of Functional Expenses

For the year ended June 30, 2016
With comparative totals for the year ended June 30, 2015

	<u>Summer Program</u>	<u>School- Based Program</u>	<u>Wediko School</u>	<u>New York - Based Program</u>	<u>Home - Based Program</u>	<u>Total Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total 2016</u>	<u>Total 2015</u>
Functional Expenses:										
Salaries and benefits	\$ 677,633	\$ 2,798,305	\$ 3,125,046	\$ 1,581,491	\$ 425,356	\$ 8,607,831	\$ 448,221	\$ 93,582	\$ 9,149,634	\$ 8,722,709
Occupancy	162,075	60,249	615,050	37,564	6,535	881,473	33,215	2,943	917,631	1,148,246
Depreciation	141,072	32,937	405,087	-	8,036	587,132	15,210	4,279	606,621	617,979
Meals	118,018	17,749	231,844	9,200	423	377,234	4,716	165	382,115	463,205
Program supplies and materials	62,929	136,207	251,793	78,693	24,547	554,169	-	-	554,169	456,766
Office expenses	36,344	57,727	137,966	2,794	12,698	247,529	326,108	10,266	583,903	615,609
Vehicle expenses	25,285	31,144	65,867	14,984	61,835	199,115	9,913	693	209,721	218,414
Consultants and professional fees	5,894	54,089	42,163	81,315	-	183,461	44,673	92	228,226	143,505
Bad debt	5,479	23,784	35,148	402	12,989	77,802	23,000	-	100,802	33,801
Other operating expenses	17,939	13,967	18,722	11,368	447	62,443	74,367	285	137,095	138,447
Leased equipment	<u>1,268</u>	<u>5,296</u>	<u>12,537</u>	<u>2</u>	<u>970</u>	<u>20,073</u>	<u>2,249</u>	<u>436</u>	<u>22,758</u>	<u>3,336</u>
Total Functional Expenses	<u>\$ 1,253,936</u>	<u>\$ 3,231,454</u>	<u>\$ 4,941,223</u>	<u>\$ 1,817,813</u>	<u>\$ 553,836</u>	<u>\$ 11,798,262</u>	<u>\$ 981,672</u>	<u>\$ 112,741</u>	<u>\$ 12,892,675</u>	<u>\$ 12,562,017</u>

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

WEDIKO CHILDREN'S SERVICES, INC.

Notes to Financial Statements

June 30, 2016

(1) Summary of Significant Accounting Policies

The financial statements have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The significant accounting policies followed by Wediko Children's Services, Inc. (the Agency) are described below to enhance the usefulness of the financial statements to the reader.

(a) Nature of Activities

The Agency provides comprehensive mental health treatment and special educational services for children struggling with emotional, behavioral and learning issues.

The cost of providing various program and supporting services has been summarized on a functional basis in the statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The following programs are listed in order of relative importance based on total program expenditures:

Wediko School - The Wediko School offers a residential treatment and school program in Windsor, New Hampshire for boys struggling with emotional and behavioral issues. This program activity accounts for approximately 42% of total program expenditures for the year ended June 30, 2016. The program receives funding from New Hampshire cities and towns and the New Hampshire Department of Children, Youth and Families. The program also receives funding from other state's cities and towns, other government agencies as well as private families.

School-Based Services - The School-Based Services program provides mental health treatment services to troubled children and their families and programmatic consultation to schools as well as an extended school year program. This includes MassSTART services as well as an extended school year program. This program activity accounts for approximately 27% of total program expenditures for the year ended June 30, 2016. Program revenue is derived primarily from a contract with the Boston Public Schools and other school districts.

New York School-Based Services - The New York School-Based Services program provides mental health treatment services to troubled children and their families and programmatic consultation to schools. This program activity accounts for approximately 15% of total program expenditures for the year ended June 30, 2016. Program revenue is derived primarily from New York cities and towns, other governmental agencies as well as private families.

Summer Program - The Summer Program provides comprehensive mental health treatment and special educational services in Windsor, New Hampshire for boys and girls from the ages six through eighteen who are struggling with emotional and behavioral issues. This program activity accounts for approximately 11% of total program expenditures for the year ended June 30, 2016.

WEDIKO CHILDREN'S SERVICES, INC.

Notes to Financial Statements

June 30, 2016

(1) Summary of Significant Accounting Policies - continued

(a) *Nature of Activities - continued*

Summer Program - continued- Summer Program revenue is derived from a contract with Boston Public Schools, the Massachusetts Department of Mental Health as well as Massachusetts cities and towns and local school districts. In addition, revenue is derived from New Hampshire School Administrative Units, the New Hampshire Department of Children, Youth and Families, other public and private agencies primarily in New England as well as other public and private agencies and private families.

Home-Based Services - The Home-Based Services program provides mental health treatment services to troubled children and their families and programmatic consultation to individuals away from school. This program activity accounts for approximately 5% of total program expenditures for the year ended June 30, 2016. Program revenue is derived primarily from private families.

(b) *Basis of Presentation*

The statement of activities reports all changes in net assets, including changes in unrestricted net assets from operating activities. Operating revenues consist of those monies received and other contributions attributable to the Agency's ongoing efforts.

(c) *Revenue Recognition*

The Agency earns revenue as follows:

Contributions - Contributions are recorded upon receipt or pledge as unrestricted, temporarily restricted or permanently restricted support depending on the existence and/or nature of any donor restrictions. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor.

Program Service Fees - Program service fee revenue is earned and recognized by the Agency when units or services are provided and billed under various agreements funded primarily by governmental agencies and school districts. Under unit-rate agreements, rates are established by the New Hampshire Rate Setting Commissions or as agreed to by parties under contractual agreements. Under the cost-reimbursement contract, revenue recognition takes place as costs related to the services provided are incurred. Billings on the contracts are subject to final approval by the governmental agency.

Private and Third Party Fees - Tuition, clinical and consultation fees are recognized as services are rendered at rates established by parties under contractual arrangements and are included with program service fees on the statement of activities.

WEDIKO CHILDREN'S SERVICES, INC.

Notes to Financial Statements

June 30, 2016

(1) Summary of Significant Accounting Policies - continued

(c) Revenue Recognition - continued

Special Events - Special event revenue is primarily derived from contributions collected and fees charged for admission at various sponsored events. Special events revenue is recognized when earned and is shown net of related direct expenses in the accompanying statement of activities.

Deferred revenue represents program service fee income received prior to year-end. These amounts are deferred and recognized over the periods to which the fees relate.

Substantially all of the Agency's revenue is derived from its activities in Massachusetts, New Hampshire and New York. During the year ended June 30, 2016, the Agency derived approximately 79% of its total revenue from governmental agencies and 21% from foundations and individual payers or donors. All revenue is recorded at the estimated net realizable amounts.

(d) Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date.

Unconditional promises to give are periodically reviewed to estimate an allowance for doubtful accounts. Management estimates the allowance by review of historical experience and a specific review of collections trends that differ from scheduled collections on individual promises. As of June 30, 2016, management has determined any allowance would be immaterial.

(e) Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. As of June 30, 2016, the allowance for doubtful accounts was \$17,000.

The Agency does not have a policy to accrue interest on accounts receivable. Accounts are considered delinquent when payments have not been received within 90 days of invoicing for private students or within 120 days of invoicing for public students. Contract and grant accounts are written off upon notification by the governmental entity that amounts are uncollectible. Private and third party fees are written off after collection efforts have failed.

WEDIKO CHILDREN'S SERVICES, INC.

Notes to Financial Statements

June 30, 2016

(1) Summary of Significant Accounting Policies - continued

(e) Accounts Receivable - continued

The Agency has no policies requiring collateral or other security to secure the accounts receivable. Substantially all of the Agency's accounts receivable are due from governmental agencies in Massachusetts and New Hampshire. During the year ended June 30, 2016, the Agency's accounts receivable were due as follows: approximately 90% due from governmental agencies and 10% due from private clients.

(f) Standards of Accounting and Reporting

The Agency's net assets (excess of its assets over liabilities) and its revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions.

The statement of financial position presents three classes of net assets (unrestricted, temporarily restricted and permanently restricted) and the statement of activities displays the change in each class of net assets.

The two classes of net assets applicable to the Agency are presented as follows:

Unrestricted Net Assets - Net assets that are not subject to donor imposed restrictions. Unrestricted net assets consist of assets and contributions available for the support of operations. Unrestricted net assets may be designated for specific purposes by management or the Board of Directors.

Temporarily Restricted Net Assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency and/or passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Restricted contributions and investment income whose restrictions are met in the same reporting period are recorded as temporarily restricted income and as net assets released from restrictions.

(g) Use of Estimates

In preparing the Agency's financial statements in conformity with U.S. GAAP, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

WEDIKO CHILDREN'S SERVICES, INC.

Notes to Financial Statements

June 30, 2016

(1) Summary of Significant Accounting Policies - continued

(h) Income Taxes

The Agency qualifies as an organization formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code (IRC), and is generally not subject to income tax. However, income from certain activities not directly related to the Agency's tax-exempt purpose is subject to taxation as unrelated business income. In addition, the Agency is not a private foundation under Section 509(a)(1).

U.S. GAAP prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The Agency has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the financial statements as of June 30, 2016.

(i) Fundraising

Fundraising relates to the activities of raising general and specific contributions to the Agency and promoting special events. Fundraising expenses as a percentage of total contribution and special event revenue was 24% for the year ended June 30, 2016. The ratio of expenses to amounts raised is computed using actual expenses and related revenue on an accrual basis.

(j) Special Events

The Agency has determined that special events are incidental to its operations and therefore has reported the gross special event revenue net of direct costs of benefit to the donors. Revenues and expenses related to special events totaled \$92,891 and \$4,584, respectively, for the year ended June 30, 2016.

(k) Functional Allocation of Expenses

The cost of providing various programs and other activities have been summarized on a functional basis in the statement of activities and in the statement of functional expenses. Directly identifiable expenses are charged to programs and supporting services. Expenses related to more than one function are allocated to programs and supporting services. Administration expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Agency.

Payroll and associated costs are allocated to functions based upon periodic time and expense studies. Occupancy costs are allocated based upon square footage.

WEDIKO CHILDREN'S SERVICES, INC.

Notes to Financial Statements

June 30, 2016

(1) Summary of Significant Accounting Policies - continued

(l) Cash and Cash Equivalents

The Agency considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

(m) Concentrations of Credit Risk Arising from Cash Deposits

The Agency maintains its cash balances at several financial institutions located in Massachusetts and New Hampshire. Accounts at each institution are insured by the Federal Deposit Insurance Corporation. At times these balances may exceed the federal insurance limits; however, the Agency has not experienced any losses with respect to its bank balances in excess of government provided insurance. Management believes that no significant concentration of credit risk exists with respect to these cash balances as of June 30, 2016.

(n) Fair Value Measurements

U.S. GAAP defines fair value as the exchange price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. Additionally, the inputs used to measure fair value are prioritized based on a three-level hierarchy. This hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. The three levels used to measure fair value are as follows:

Level 1: Quoted prices for identical instruments traded in active markets.

Level 2: Observable inputs other than quoted prices included in Level 1. Assets and liabilities included in this level are valued using quoted prices for similar assets and liabilities in active markets or other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant inputs to the valuation model are unobservable.

(o) Land, Building and Equipment

Land, building and equipment are recorded at cost or, if donated, fair value on the date of receipt. Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives. Improvements, including planned major maintenance activities are capitalized, while expenditures for routine maintenance and repairs are charged to expense as incurred. Upon disposal of depreciable property, the appropriate property accounts are reduced by the related costs and accumulated depreciation. The resulting gains and losses are reflected in the statement of activities.

WEDIKO CHILDREN'S SERVICES, INC.

Notes to Financial Statements

June 30, 2016

(1) Summary of Significant Accounting Policies - continued

(o) Land, Building and Equipment - continued

The Agency computes depreciation using the straight-line method over the following estimated useful lives:

Land improvements	20 years
Buildings and improvements	20-40 years
Furnishings and equipment	3-10 years
Motor vehicles	3-5 years

Land, building and equipment are reviewed for impairment if the use of the asset significantly changes or another indicator or possible impairment is noted. If the carrying amount for the asset is not recoverable, the value is written down to the asset's fair value.

(p) Summarized Financial Information for 2015

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Also, the financial statements do not include a full presentation of the statement of functional expenses, as certain prior year summarized comparative information is presented in total but not by functional classification. In addition, the financial statements do not include full financial statement disclosures for the prior year. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Agency's financial statements for the year ended June 30, 2015, from which the summarized information was derived.

(q) Construction in Progress

Construction in progress is recorded on the cost method. Costs associated with the construction of property including interest are capitalized as a cost of the facility. Construction in progress is not depreciated until it is placed into service.

(r) Contributed Services and Gifts in Kind

Gifts in kind are reported as contributions in the financial statements at their estimated fair values at the time of receipt. Contributed services are similarly reported when services are performed which would otherwise have been purchased or performed by Agency personnel.

WEDIKO CHILDREN'S SERVICES, INC.

Notes to Financial Statements

June 30, 2016

(2) Loan Costs

Loan costs totaling \$79,976 are amortized over the life of the loans using the effective interest method. Amortization expense is included in interest expense on the accompanying statement of activities and amounted to \$5,431 for the year ended June 30, 2016. Accumulated amortization as of June 30, 2016 amounted to \$35,078. Estimated future amortization expense for loan costs as of June 30, 2016 approximates:

2017	\$ 2,113
2018	2,113
2019	2,113
2020	2,113
2021	2,113
Thereafter	34,333

No impairment losses on loan costs were recognized in 2016.

(3) Debt

(a) *Line of Credit*

The Agency has a revolving line of credit with Eastern Bank (a Massachusetts bank) of \$1,500,000 to be drawn upon as needed, with interest equal to the bank's lending rate plus .50%, or 4.00% as of June 30, 2016. The line is secured by the Agency's accounts receivable and expires December 31, 2016. The balance on the line of credit was zero as of June 30, 2016.

(b) *Mortgage Notes Payable*

The Agency has a first mortgage note payable with the New Hampshire Health and Educational Facilities Authority that is serviced by Eastern Bank in the original amount of \$3,800,000. The note is collateralized by the Agency's property located in Windsor, New Hampshire. The note is payable in monthly installments of \$21,092 and bears interest at a rate of 5.22%. The final payment of the note is due in September 2037. As of June 30, 2016, the unpaid principal balance was \$3,223,950.

The Agency has a note payable held by Eastern Bank in the original amount of \$600,000. The note is collateralized by the Agency's equipment in New Hampshire and a first mortgage on property located in Boston, Massachusetts. The note is payable in monthly installments of \$2,251 and bears interest at a rate of 4.14%. The unpaid principal and interest are due in September 2017. As of June 30, 2016, the unpaid principal balance was \$382,464.

WEDIKO CHILDREN'S SERVICES, INC.

Notes to Financial Statements

June 30, 2016

(3) Debt - continued

(b) Mortgage Notes Payable - continued

The Agency has a second mortgage note payable held by Eastern Bank in the original amount of \$600,000. The note is collateralized by the Agency's property located in Windsor, New Hampshire and Boston, Massachusetts. The note is payable in monthly installments of \$3,244 and bears interest at a rate of 4.99%. The unpaid principal and interest were due in June 2016. During the year ended, June 30, 2016, the due date was extended to November 2016. As of the date of the auditors' report, the mortgage note payable has not been formally extended. Both management of the Agency and Eastern Bank have expressed intentions to refinance. As of June 30, 2016, the unpaid principal balance was \$551,338.

The loan agreements contain various financial covenants, which include a minimum debt service coverage ratio, maximum leverage ratio, restrictions on additional indebtedness, restrictions on disposal of property and equipment and certain reporting requirements.

(c) Debt Maturities and Interest

Based on minimum required principal payments the mortgage notes payable and vehicle and equipment loans are due as follows:

2017	\$ 647,252
2018	460,520
2019	93,883
2020	98,550
2021	104,319
Thereafter	2,753,228

Interest expense on the line of credit and mortgage notes payable during the year ended June 30, 2016 totaled \$235,872.

(4) Capital Lease Obligations

The Agency leases certain assets under capital lease arrangements. Capital leases are recorded at the lower of fair market value or the present value of future lease payments using interest rates appropriate at the inception of each lease.

The following is an analysis of the assets under capital leases included in land, building and equipment on the accompanying statement of financial position as of June 30, 2016:

Land, building and equipment	\$ 114,448
Accumulated depreciation	<u>(103,259)</u>
	<u>\$ 11,189</u>

WEDIKO CHILDREN'S SERVICES, INC.

Notes to Financial Statements

June 30, 2016

(4) Capital Lease Obligations - continued

Depreciation expense on capital lease assets amounted to \$13,259 for the year ended June 30, 2016.

The minimum lease payments for assets under capital leases are as follows:

2017	\$	4,200
2018		4,200
2019		<u>2,892</u>
Total minimum obligations		11,292
Less: interest amount		<u>(637)</u>
Present value of obligations		10,655
Less: current portion		<u>(3,817)</u>
Long-term obligation	\$	<u>6,838</u>

The Agency's quarterly aggregate capital lease payments are \$1,050. Interest rates on these obligations are approximately 5%. Maturities of capital lease obligations are as follows:

2016	\$	3,817
2017		3,972
2018		2,866

Interest expense on all capital lease obligations amounted to \$476 for the year ended June 30, 2016.

(5) Related Party Transactions

During the year ended June 30, 2016, the Agency received donations of \$91,000 from two trusts of which a board member is a trustee.

(6) Employee Benefits

The Agency has a defined contribution pension plan that qualifies as a tax-sheltered account under Section 403(b)(7) of the IRC for the benefit of eligible employees; this includes a Roth savings plan. All employees with the exception of students, non-resident aliens and employees that normally work less than 20 hours per week, are eligible to participate in this plan. There are no special age or service requirements that need to be satisfied. Under the plan, benefit eligible employees can invest pre-tax dollars. The employees are not taxed on contributions or earnings until they receive distributions from the account. Under the plan, the Agency is prohibited from making any matching or non-elective employer contributions.

WEDIKO CHILDREN'S SERVICES, INC.

Notes to Financial Statements

June 30, 2016

(7) Commitments and Contingencies

(a) Funding Sources

The Agency receives a portion of its funding from governmental agencies under unit-rate and cost-reimbursement contracts. These contracts are subject to audit by the appropriate governmental agencies and could result in the recapture by the agencies of revenue previously reported by the Agency. In the opinion of management, the results of such audits, if any, will not have a material effect on the financial position of the Agency as of June 30, 2016 or on the results of its operations for the year then ended.

(b) Health Insurance

The Agency has developed a self-insurance plan for its health insurance coverage of employees. The Wediko Health Plan is liable for all insurance claims up to a maximum of \$25,000 per employee per year.

(c) Regulatory Agencies

The Agency's operations are concentrated in the special education services provider field. As such, the Agency operates in a heavily regulated environment. The operations of the Agency are subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to the following:

- New Hampshire Department of Special Education
- New Hampshire Department of Children, Youth and Family Services
- Boston Public Schools
- Massachusetts Department of Children and Families
- Massachusetts Department of Education
- Massachusetts Operational Services Division
- United States Department of Agriculture

Such administrative directives, rules and regulations are subject to change by an act of Congress, act of the state and local legislature or an administrative change mandated by departments noted above. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. Additionally, contractual funding may decrease or be withdrawn with little notice.

(8) Non Cash Investing and Financing Transactions

During the year ended June 30, 2016, the Agency placed \$48,150 of construction in progress into service.

WEDIKO CHILDREN'S SERVICES, INC.

Notes to Financial Statements

June 30, 2016

(9) Temporarily Restricted Net Assets

Temporarily restricted net assets consist of resources available to meet future obligations, but only in compliance with the restrictions specified by donors. As of June 30, 2016, all temporarily restricted net assets are restricted for facility improvements.

(10) Subsequent Events

The Agency has performed an evaluation of subsequent events through October 6, 2016, which is the date the Agency's financial statements were available to be issued. No material subsequent events have occurred since June 30, 2016 that required recognition or disclosure in these financial statements.

WEDIKO CHILDREN'S SERVICES, INC.

Schedule of Findings and Responses

June 30, 2016

(1) Financial Statement Findings

No significant deficiencies or material weaknesses reported.

(2) Status of Prior Year Findings

No significant deficiencies or material weaknesses reported.

Supplemental Information

WEDIKO CHILDREN'S SERVICES, INC.

**Supplemental Schedule of Support, Revenue, Expenses,
Capital Additions and Changes in Net Assets**

For the year ended June 30, 2016

	<u>Summer Program</u>	<u>School-Based Program</u>	<u>Wediko School</u>	<u>New York - Based Program</u>	<u>Home-Based Program</u>	<u>Total</u>
SUPPORT AND REVENUE:						
Tuitions	\$ 1,309,857	\$ 451,712	\$ 5,093,637	\$ 2,137,132	\$ 386,888	\$ 9,379,226
Clinical and consultation fees	-	3,037,277	-	-	-	3,037,277
Agriculture grants	20,644	-	-	-	-	20,644
Gifts and grants	96,693	64,400	18,083	79,980	-	259,156
Other income	687	197	11,510	-	-	12,394
Total support and revenue	<u>1,427,881</u>	<u>3,553,586</u>	<u>5,123,230</u>	<u>2,217,112</u>	<u>386,888</u>	<u>12,708,697</u>
EXPENSES:						
Program services	1,253,936	3,231,454	4,941,223	1,817,813	553,836	11,798,262
General and administration allocated	103,605	266,562	406,827	151,072	44,234	972,300
Total expenses	<u>1,357,541</u>	<u>3,498,016</u>	<u>5,348,050</u>	<u>1,968,885</u>	<u>598,070</u>	<u>12,770,562</u>
Excess (deficit) of support and revenue over expenses before other revenue (expenses)	<u>\$ 70,340</u>	<u>\$ 55,570</u>	<u>\$ (224,820)</u>	<u>\$ 248,227</u>	<u>(211,182)</u>	<u>(61,865)</u>
OTHER REVENUE (EXPENSES):						
Investment revenue						596
Other income						3,052
Unrestricted gifts and grants						103,857
Restricted gifts and grants						198,250
Restricted program assets released						(107,500)
Fundraising expenses						(112,741)
Allocated general and administration						(9,372)
						<u>76,142</u>
Increase in net assets						14,277
Net assets at beginning of year						<u>7,478,454</u>
Total net assets at end of year						<u>\$ 7,492,731</u>
Temporarily restricted net assets at end of year						\$ 225,802
Unrestricted net assets at end of year						<u>7,266,929</u>
						<u>\$ 7,492,731</u>

See independent auditors' report.

Wediko Children's Services

Board of Trustees FY19

VOTING Board Members

<p>Andy Wolf 157 College Ave., #2 Somerville, MA 02144 (617).306.6897 andywolf@gmail.com</p>	<p>John Hennessy 2 Tuckerwood Ct Nashua, NH 03064 (603) 966-0581 jhennessy@palleonpharma.com</p>	<p>Jeff Keffer, Esq. 42 Temple St, Arlington, MA 02476 (781) -686-3788. jl0626@yahoo.com.</p>
<p>Patrick "Pat" Grant, Jr. 14 Fairway Drive Topsfield, MA 01983 Cell: (617) 529-0776 Home: (978) 561-1489 PatGrant13@aol.com</p>	<p>William "Bill" Cornish 7 Journey's End Lane Lexington, MA 02421 (781) 775-0154 Billcornish@gmail.com</p>	<p>Samatha Kingsbury, Esq. Boston, MA 02118 Work: (617).348.1829 SPKingsbury@mintz.com</p>
<p>Peter Johnson 35 Hayes Lane Lexington, MA 02420 (781) 862-4205 peter.johnson@askanska.com</p>	<p>Judi Alpern King, Ph.D. 16 Warren Road Dedham, MA 02026 (617) 678-2440 kingjudi@comcast.net</p>	<p>Nicholas Leichtman, CFA 29 Lafayette Street Arlington, MA 02474 (781) 589-912 nleichtman@yahoo.com</p>

EX-OFFICIO MEMBERS

<p>Michael Pearis</p>	<p>M. Ivette Rodriguez, M.S. (Chief Financial Officer) 41 George Ave Revere, MA 02151 (617) 230-1933 irodriguez@wediko.org</p>	
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KIMBERLY M. GUEST, PSY.D.

June 2015

Current Address:

EDUCATION

University of Denver, Graduate School of Professional Psychology · Denver, CO **Psy.D.: 2003**
Specialty Focus: Children, Trauma & Assessment **GPA: 3.94** **MA: 2000**
APA Approved Clinical Psychology Doctoral Program

Dartmouth College · Hanover, NH **AB: 1995**
Psychology Major, Economics Minor Psychology GPA: 3.69

CLINICAL EXPERIENCE

Wediko Childrens Services · Windsor, NH **2013-present**
Program Director **2008-2012**
Clinical Director (Program Co-Director)

Clients Served	Children & adolescents age 6 to 21 with severe emotional, behavioral and psychiatric problems, and their families.
Duties	Supervision of Multi-Disciplinary Management Team, Overseeing licensure and accreditation requirements, Managing \$6 million budget, liason for Executive Leadership communication.

Wediko Childrens Services · Windsor, NH **2003-present**
Clinical Supervisor: Late Adolescence Group

Clients Served	Children & adolescents age 6 to 21 with severe emotional, behavioral and psychiatric problems, and their families.
Duties	Individual, group and family therapy, case management, consultation, staff supervision and training, agency programming and development.

Children's Village · Dobbs Ferry, NY **Aug 2002- Aug 2003**
Psychology Intern: APA Approved Predoctoral Internship

Clients Served	High-risk youth with severe behavioral and/or emotional problems and major psychiatric disorders. Specialty populations: Adolescents, Adjudicated Sex Offenders, Acute Care & Adoption Group Treatment
Duties	Individual, Family and Group Therapy, Psychological Assessment, Consultation, Training, Multidisciplinary Case Presentations.

Denver Children's Home · Denver, CO **Sept 2000- July 2003**
Psychological Extern

Clients Served	High-risk youth with severe behavioral and/or emotional problems and major psychiatric disorders, and their families.
Duties	Psychological assessments with family/individual feedback, adolescent boys' group therapy, individual & family therapy, case management. Consultation with other agencies, treatment planning, case presentations, crisis & emergency care.

Trauma Treatment Center of Colorado · Denver, CO
Psychological Extern

April 1999-Aug 2001

Clients Served	Trauma victims and their families, ages birth through late adulthood.
Duties	Individual, couples & family therapy, psychoeducational group therapy for parents, psychological assessment, trauma evaluations, case management and systemic coordination. Interventions after Columbine School shootings (April 1999) including community presentations.

Shiloh Home, Inc. · Littleton, CO
Psychological Extern

Oct 1998-Aug 2000

Clients Served	Adolescent boys in residential, day and outpatient treatment with behavioral and psychiatric problems, primarily adjudicated sex offender population.
Duties	8 psychological assessments, individual, family, couples, group and multifamily group therapy, case management, aftercare and outpatient services. Interventions after the Columbine shootings (1999). Trained in Nonviolent Crisis Prevention & Crisis Response (Fall 1998).

Professional Psychology Clinic, University of Denver · Denver, CO
Student Therapist

Sept 1998-July 2003

Clients Served	Variety of outpatient clients.
Duties	Long term outpatient adult individual therapy. 3 psychological assessments, 2 learning disability assessments, intakes, family therapy and specialized interventions (e.g., Hotline calls for Columbine School Shootings, Depression Screens). Annual peer file review. Regular case presentations. Comprehensive oral/video exam.

RELATED CLINICAL EXPERIENCE

Correctional Psychology Associates · Denver, CO
Clinician

June 2000-July 2003

Clients Served	Adult male offenders in the Department of Corrections or under direct sentence to community corrections. Large substance abuse population.
Duties	Individual and group therapy focusing on substance abuse recovery and changing criminal behavior. 22 intakes, 14 psychological assessments, consultation to Corrections professionals, coordination of psychiatric services and recruitment of funding for severely mentally ill clients.

Children's Hospital, Child & Adolescent Psychiatric Units · Denver, CO
Mental Health Counselor

Dec 1998-Jan 2000

Clients Served	Children and adolescents requiring psychiatric hospitalization.
Duties	Crisis and safety management, milieu activities and group therapy.

RECENT RESEARCH EXPERIENCE

Wediko School, Touchstone Farm and Tufts University
Adjunct Researcher: The Healing Power of Attachment with Animals (Horses)

2013-2015

M. IVETTE RODRIGUEZ

SKILL HIGHLIGHTS

- 10+ Years senior management experience
- Expertise in operations and finance
- Organizational Development
- Program Assessment & Evaluation

PROFESSIONAL EXPERIENCE

WEDIKO CHILDREN'S SERVICES, BOSTON, MA

CFO/Director of Operations – 2016 - Present

The Director of Operations (DO) oversees the operational areas of Wediko Children's Services, including Finance, Contracts, Human Resources, Information Systems, and Facilities. The DO serves as Wediko's Chief Financial Officer (CFO) for a \$13.5m annual budget

Duties include financial oversight, agency budget and all contract and grants, staff management of Finance Manager, Human Resources Manager, and Facilities Manager. Responsible for annual audit, including preparation of various schedules for annual A-133 and UFR submissions; Prepare and present various financial reports to Board of Directors. Work with Program Directors to provide operational support and oversight to agency, including reviewing staffing needs, program goals, and making recommendations on how to cost effectively run programs while ensuring program quality and safety.

HEADING HOME INC., CAMBRIDGE, MA

Director of Finance & Administration – 2004 - 2016

Executive level finance and administrative position, reporting to the Chief Operating Officer, overseeing: all aspects of financial, property, human resources and risk management, as well as information systems of a non-profit agency with a mission to end homelessness, operating 16 programs in 4 communities. Our programs range from roughly 200 units of emergency shelter to 150 units of project based and scattered site supported housing programs.

Duties include financial oversight of investment account, agency budget and all contract and grants, staff management of Accounting Manager, Human Resources Manager, Administrative Assistant and Facilities Manager. Responsible for annual audit, including preparation of various schedules for annual A-133 and UFR submissions; Prepare and present various financial reports to Board of Directors. Work with Directors of Services to provide operational support and oversight to agency Program Managers, including reviewing staffing needs, program goals, and making recommendations on how to cost effectively run programs while ensuring program quality and safety.

Accomplishments: Managed agency expansion from a 2.5 million dollar budget to its current 15 million dollar budget, including most recent shelter expansion project which grew shelter capacity 136%. Conceptualized and implemented new programming model for incoming shelter residents and managed an office relocation project that moved 22 staff from three separate locations to one central office; coordinated the opening of Heading Home's Economic Mobility Center. This included overseeing the build out of the space and obtaining over 100K in donated furnishings.

YMCA OF GREATER BOSTON, BOSTON, MA

Manager of Financial Systems & Analysis - 2002-2004

Responsible for overall Y-METRO V.6 certification branch-level training in table files, childcare registration, third party billing, camp registration, cash reconciliation, reports and rosters, and accounts receivable management. Assisted in the development of statistical analyses; prepared ongoing monthly

reports. Worked to developed methods to assure common systems, business approaches and controls over "point-of-sale" data entry throughout overall association. Worked with finance personnel in establishing improved expertise on the core Y business systems (Y-METRO V.6, A/P, and G/L); reconciled numerous subsidiary ledgers to General Ledger (e.g. deferred revenue and other critical Balance Sheet accounts), conducted all monthly bookkeeping for Hunting House a 66 SRO unit low income tax credit property and YMCAs of Massachusetts/Public Policy Group (two separate YMCA subsidiaries). Provided operating budget support and oversight to branch personnel; supervisory responsibilities of cash accountant and contracts and grants administrator.

BOSTON UNIVERSITY, BOSTON MA

Finance Manager - Sloane epidemiology unit - 2001-2002

Responsible for fiscal management and Human Resources administration for school of Medicine's Research Center. Duties included oversight of \$10M in federal funding; preparation of reports for funding sources; tracking financial activities and allocating to appropriate funding sources; Human Resource administration and processing of weekly payroll for 100+staff. Supervised and evaluated Accounts Payables clerk.

YMCA OF GREATER BOSTON, BOSTON, MA

Senior Accountant - 1999-2001

Duties included preparation of monthly and year-end close, tracking of accounts receivables, and preparation of monthly financial reports. Severed as organization Contracts and Grants manager, which included monitoring of \$8M in government grants, worked on preparation of yearly A-133 and UFR submissions. Responsible for all the bookkeeping of two YMCA Subsidiaries; Huntington Affordable Housing, and YMCA's of Mass-Public Policy; which included, preparing monthly close and yearly budget, reconciling bank accounts, processing accounts payables, preparing quarterly regulatory reports for investors.

YMCA OF GREATER BOSTON, DORCHESTER, MA

Business Manager - Dorchester Family Branch - 1997-1999

Responsible for management of a \$3 million dollar annual revenue budget, supervision of part-time and full-time staff of thirteen, processed all new hire paperwork and conducted employee orientations, processed biweekly payroll of 180 employees, managed accounts receivables and accounts payables, prepared monthly close, and worked with program staff to prepare and review annual budget.

EDUCATION, CERTIFICATIONS & TRAININGS

WHEELOCK COLLEGE, BOSTON, MA

Master of Science in Organizational Leadership

EASTERN NAZARENE COLLEGE, QUINCY, MA

Bachelor of Science in Business Administration

SHRM Human Resources Learning System- Bunker Hill Community College

MOTIVATIONAL INTERVIEWING

QUALIFICATIONS

- Bilingual, English/Spanish

AMY CHRISTINE SOUSA, Ph.D.

jm

PROFESSIONAL EXPERIENCE

Executive Director/CEO, 2012-Present

Wediko Children's Services • Boston, MA; Windsor, NH; and New York, NY

- Direct the implementation of mission, values, and service models for Wediko's continuum of mental health services, including outpatient, community based, and residential programs
- Provide strategic and operational direction to MA, NY, and NH-based programs and residential school, including efficiency and compliance audits; facilities master plan for 450 acres and 60 buildings, new EHR system; and redesign of digital infrastructure
- Oversee more than 200 FTEs, accomplishing major program and staff restructuring, authoring first employee handbook, building out human resources function, and documenting CQI efforts
- Manage budget, financial forecasting, marketing, and development for all programs in excess of \$13m in annual revenue, including creation and sustainment operating reserve and scholarship funds

University Faculty, 2008 – 2011; 2015-Present

Boston College • Chestnut Hill, MA (and University of Massachusetts at Lowell, 2008-2010)

- Teach graduate and undergraduate courses in sociology and management, i.e. Research Methods; Qualitative Research Methods; Nonprofit Management; Advocacy in the Public Sector; Sociology of Marriage/Family; Sociology of Gender; Death and Dying; Sociology of Development; Political Sociology
- Conduct multi-method research on structural, normative, and economic barriers to parenting children with disabilities (Academic journal publications are listed on page 3.)

Organizational Management Consultant, 2007-2012 [Abbreviated List]

- Interim Executive Director, New Hampshire Coalition Against Domestic and Sexual Violence, 2011-2012
- Grant Writing and Project Design, UNH Institute on Disability, Concord, NH, 2010-2011
- Communications, Pennsylvania Coalition Against Domestic Violence, Harrisburg, PA, 2007/2010
- Project Management and Business Development, Master Key Consulting, LLC, Bethesda, MD, 2007
- Project Management and Communications, Environmental Protection Agency IAQ, Washington, DC, 2007

Executive Director, 2006-2007

National Organization for Victim Assistance (NOVA) • Alexandria, VA

- Provided strategic leadership to a national association ensuring membership satisfaction
- Streamlined web development and conference planning contracts to reduce overhead
- Realigned HR function, including personnel policies, job descriptions, and staff development plans
- Acted as media spokesperson, plenary speaker, and primary public affairs contact
- Oversaw planning of national conference for 1,200 participants (NV) and forum for 200 participants (DC)

Policy & Special Projects Manager, 2002-2006

Pennsylvania Coalition Against Domestic Violence (PCADV) • Harrisburg, PA/Washington, DC

- Managed the overall operations of the policy office for a \$26M nonprofit organization
- Drafted and lobbied for the first gun safety legislation to pass the PA General Assembly in 10 years
- Crafted and executed strategic plan for advancing legislative and regulatory initiatives
- Secured legislative and grant funding for organizational development
- Authored policy position papers, white papers, and political strategy memoranda
- Built and sustained collaborative relationships to advance policy and practice, including developing consensus among divergent stakeholders and serving as media spokesperson
- Instituted procedures for evaluating continuous quality improvement efforts and project success

Legal Resource Coordinator, 2001-2002

PCADV/USDOJ, National Legal Assistance Providers' Technical Outreach Project • Washington, DC

- Provided training and technical assistance to US Department of Justice Legal Assistance to Victims grantees
- Managed national conferences and teleconferences, including national immigration event in Portland, OR
- Initiated and executed electronic communications plan and crafted grant proposals, evaluations, and reports
- Identified analysis and models for civil representation and refined civil audit tool to include immigration
- Promoted to a highly visible management position within one year (see above)

Legal Advocate and Overnight Shelter Supervisor, 1995-1999; 2000-2001

Support Committee for Battered Women • Waltham, MA

- Rendered emergency assistance through hotline, court, and police advocacy and nightly shelter operation
- Established annual fundraising event in partnership with an elite university
- Facilitated community education and outreach project for teenagers, teachers, and school administrators
- Trained legal and hotline advocates and provided research on best practices in legal advocacy for victims

Shelter and Hotline Advocate, 1996-1999

Women's Protective Services • Framingham, MA

- Rendered advocacy, hotline support, and emergency shelter for victims of domestic and sexual violence
- Offered hospital and police accompaniment/advocacy for emergency services, including sexual assault kits

GRADUATE FELLOWSHIPS

Graduate Fellow, September 2000- May 2001

Office of United States Senator Edward M. Kennedy • Boston, MA

- Provided constituent services on housing and immigration matters
- Acted as liaison between federal agencies and the Senator's Office

Graduate Fellow, October 1999- June 2000

Asylum Aid • London, UK

- Advocated in and documented pioneering gender violence cases
- Collaborated with greater London social service organizations to meet needs of asylum seekers

EDUCATION

Ph.D. – Sociology, 2011

Boston College • Chestnut Hill, MA

- Foci: Sociology of disability and inequality; social policy; and qualitative research methods
- Dissertation: structural, normative, and economic barriers to parenting children with disabilities

M.Sc. – Political Sociology, 2000

London School of Economics and Political Science • London, UK

- Honors: Graduated with merit; dissertation (on violence in Ghana and Nigeria) awarded highest distinction
- Foci: public policy; inequality; violence against women; qualitative research methods

B.A. – Sociology (major)/Women's Studies (minor), 1999

Boston College • Chestnut Hill, MA

- Honors: Phi Beta Kappa; Magna Cum Laude; Sociology Honors Program; independent study in Ghana

ACADEMIC JOURNAL PUBLICATIONS

- Sousa, Amy C. 2015. "The Cost of Disability Advocacy: Adjusting the Self-Sufficiency Standard for Children with Disabilities." *Journal of Children and Poverty*, Vol 22, No 1, <http://dx.doi.org/10.1080/10796126.2015.1109500>.
- Sousa, Amy C. 2015. "'Crying Doesn't Work': Emotion and Parental Involvement of Working Class Mothers Raising Children with Developmental Disabilities." *Disability Studies Quarterly*, Vol 35, No 1, <http://dsq-sds.org/article/view/3966/3834>.
- Sousa, Amy C. 2011. "From Refrigerator Mothers to Warrior Heroes: The Cultural Identity Transformation of Mothers Raising Children with Intellectual Disabilities." *Symbolic Interaction*, Vol. 34, Issue 2, pp. 220-243.
- A list of popular publications is available upon request.

LICENSES AND CERTIFICATIONS

- Green Belt, Six Sigma - Healthcare, Villanova University, May 2016
- Certified Instructor of Nonviolent Crisis Intervention, Crisis Prevention Institute, 2015-Present
- Licensed Educational Surrogate Parent, NH Department of Education, 2015-Present
- Licensed Foster Parent, NH Division of Children, Youth, and Families, 2014-Present
- NH Department of Education Endorsements: General Special Education, Mathematics (5-12), Chemistry, Middle Level Science (5-9), and Social Studies (5-12). Teaching certification is not current. Endorsed, 2008.

CIVIC ACTIVITIES [Abbreviated List]

- Elected Member, Town of Hudson School Board: Budget, Technology, and Curriculum Committees, 2011-2014
- Gubernatorial Appointed Member, NH Interagency Coordinating Council for Women Offenders, 2012-2014
- Appointed Member, Town of Hudson Budget Committee, 2011-2013
- Board of Directors, SERESC (NH educational consortium), 2012
- Rotary International, Hudson-Litchfield Chapter, 2011, 2014
- Board of Directors, Pennsylvania Women's Campaign Fund, 2006
- Board of Directors, National Organization for Women - Arlington, VA Chapter, 2001-2002
- Member and Certified Instructor, Jiu Jitsu Federation of America - Boston, MA, 1995-1999

REFERENCES

Ellen Janos, Esq., Sr. Attorney, Healthcare
Mintz, Levin, Cohen, Ferris, & Associates
Phone: (617) 348-1662
Email: EJanos@mintz.com

Bill Parent, President
Blue Hills Bank
Phone: (508) 660-8312
Email: WParent@bluehillbank.com

Michael Clontz, LICSW, Director, Clinical Programs
Wediko Children's Services
Phone: (617) 230-1922
Email: mclontz@wediko.org

Charles "C.C." Chapman, President
Wediko Board of Directors
Phone: (508) 241-1062
Email: cc.chapman@gmail.com

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Wediko Children's Services

Name of Program/Service: After-Hours Access to DCYF

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Amy C. Sousa, Ph.D., Executive Director	\$150,000	5.00%	\$7,500.00
Ivette Rodriguez, M.S., Director of Operations	\$116,800	5.00%	\$5,840.00
Kimberly M. Guest, Psy.D., Director, Wediko School	\$97,800	5.00%	\$4,890.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$18,230.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



Jeffrey A. Meyers
Commissioner

Lorraine Bartlett
Director

17 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3867
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 2, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families to enter into an agreement with Wediko Children's Services, Inc., 72 E. Dedham Street, Boston, MA 02118 (Vendor #TBD), a foreign, non-profit organization, to provide statewide after-hour access to the Division for Children, Youth and Families (DCYF) Child Protection, in an amount not to exceed \$610,238.58 effective upon Governor and Executive Council approval through September 30, 2018. 100% General Funds.

Funds are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust amounts within the budgets and encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-095-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVCS, HUMAN SERVICES, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2017	502-500891	Payments to Providers	45030350	\$178,922.73
			SubTotal:	\$178,922.73

05-095-042-421010-29570000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD PROTECTION

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Svc	42105737	\$345,442.11
2019	102-500734	Contracts for Program Svc	42105737	\$85,873.74
			SubTotal:	\$431,315.85
			TOTAL:	\$610,238.58

EXPLANATION

Approval of this Agreement will allow the Contractor to provide statewide, after-hour access to the Department of Health and Human Services, Division for Children, Youth and Families (DCYF) Child Protection for the purpose of assuring that reports of alleged child abuse and neglect can be made after business hours on weekdays (4:30pm-8:00am) and twenty-four (24) hours on weekends and holidays; assisting in locating appropriate emergency placements for children; assuring after-hour access for hospitals to obtain consent for medical treatment for children in DCYF's guardianship; screening reports and referring to DCYF On-Call Supervisors as needed for responses to imminent danger situations; providing the first point of contact for foster parents who are requesting support after-hours and referring those calls to an On-Call Administrator for a response to the foster parent; and responding to callers requesting information and referral assistance to community-based agencies that can provide needed services for families.

This Contract was competitively bid. The Department published a Request for Proposals for After-Hour Access to the Division for Children, Youth and Families (DCYF) Child Protection (RFP-2017-DCYF-06-AFTER) on the Department of Health and Human Services website from October 7, 2016 through November 7, 2016. Two (2) applications were received in response to the Request for Proposals. The applications were evaluated based upon the criteria published in the Request for Proposals by a team of individuals with program specific knowledge and expertise. Wediko Children's Services, Inc. was selected. The bid summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this Contract, this competitively procured Agreement has the option to be extended for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

RSA 169-C:34, I, mandates that if it appears that the immediate safety or well-being of a child is endangered, the family may flee or the child disappear, or where other factors warrant, the Department must immediately commence an investigation upon the receipt of a report. In all other cases, a child protective investigation must be initiated within seventy-two (72) hours of receipt of a report.

In response to this legislative mandate and as an ongoing commitment to protecting New Hampshire's children, DCYF is in the process of expanding its internal assessment capabilities through increased staffing and the enhancement of after-hours, on-call access. This includes the establishment of a twelve (12) pm to eight (8) pm unit comprised of DCYF Assessment Child Protection Services Workers and Supervisors that will make up a Statewide Assessment Team (SAT).

Through this Contract, DCYF is seeking to establish an after-hour intake system that will be able to screen calls of reports of alleged child abuse and neglect after business hours. The development of a comprehensive assessment system, including twenty-four (24) hour, seven (7) days per week access, to meet the needs of children and families will meet the goal of positively impacting child safety statewide.

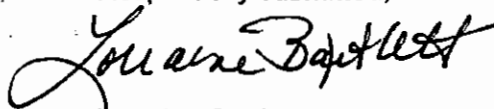
Language in the contract provides that, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Should the Governor and Executive Council not authorize this request, the Department would likely be unable to establish an after-hour intake system that will be able to screen calls of reports of alleged child abuse and neglect outside normal business hours and provide the services identified in paragraph one (1) above. This, in turn, would make it more difficult for the Department to fully develop and implement a comprehensive assessment system designed to meet the needs of children, families and community stakeholders.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,


Lorraine Bartlett
Director

Approved By: 
Jeffrey A. Meyers
Commissioner

BID SUMMARY



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

After-Hour Access to Division for Children,
Youth and Families (DCYF) Child Protection

#RFP-2017-DCYF-06-After

RFP Name

RFP Number

Reviewer Names

Bidder Name

1.	LifeShare
2.	Wediko
3.	0
4.	0
5.	0
6.	0
7.	0

Pass/Fail	Maximum Points	Actual Points
	325	176
	325	257

- TECH:
- Lorraine Bartlett, DCYF Director
 - Gail Snow, Administrator, Child Protection & Juvenile Justice
 - Elizabeth Carr, Supervisor Child Protection & Juvenile Justice
 - Marie Noonan, Field Administrator Child Protection & Juvenile Justice
 - COST: Robert Boisvert, DCYF Deputy Director
 - Rebecca Lorden, Administrator, Child Protection & Juvenile Justice
 - Sherri Levesque, Admin, Orgznl Learning & Quality Improvement
 -
 -

Subject: After-Hour Access to DCYF Child Protection (RFP-2017-DCYF-06-AFTER)

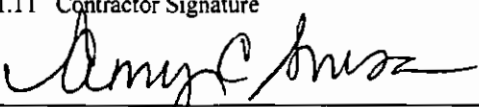

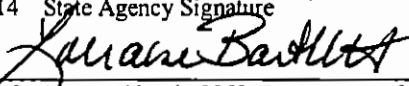
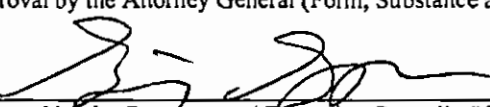
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Wediko Children Services, Inc.		1.4 Contractor Address 72 E. Dedham Street Boston MA 02118	
1.5 Contractor Phone Number 617.292.9200	1.6 Account Number 05-095-045-450010-61270000-502-500891; 05-095-042-421010-29570000-102-500734	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$610,238.58
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603.271.9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Amy C. SOUSA, Executive Director	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>Dec 1, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>TANARA LAINE, Financial Manager</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>LORRAINE BANTLE, DIRECTOR</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/5/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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.

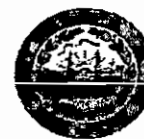
24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Years 2018 and 2019.
- 1.4. The Contractor shall comply with all federal, state, rules and laws and Department/DCYF policies when performing the activities in this Agreement.
- 1.5. The Contractor shall operationalize the After-Hour Access to DCYF Child Protection within sixty (60) days from contract effective date.
- 1.6. The Contractor shall maintain direct control of any State owned protected and or confidential data and restrict the physical location of any and all historical, current, and new confidential State owned data to remain within the boundaries of the United States; according to all applicable Federal and State laws.
- 1.7. The Contractor shall keep any stored State of NH data secure and will not be co-located with data from other entities.
- 1.8. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media, paper, electronic or other, and will obtain and provide upon request written certification for any State data destroyed by the Contractor; or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 1.9. The Contractor shall employ necessary processes and procedures to ensure access and exposure of State of NH data, electronic, paper, or any other medium, is restricted to authorized persons. Access and authorization will be based on the principle of least-privilege.
- 1.10. The Contractor shall be responsible for support and participation, as requested by DHHS, within the program areas of business continuance, disaster recovery, incident response, and breach notification.



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- 1.11. The Contractor shall preserve the confidentiality, integrity, and accessibility of State of NH data with administrative, technical, and physical information security controls and measures that conform to all applicable federal, state laws, and industry standards and best practices. The vendor will ensure its' information processing systems and environment will be maintained according to all applicable federal, state laws, and standards; and ensure the same is applied any other subcontractor(s) information processing environments utilized to process or store State of NH protected and confidential data including but not limited to EPHI and PII.
- 1.12. The Contractor shall ensure any and all electronic transmission or exchange of any State of NH data shall be secured using Secure File Transfer Protocols, or other appropriate secure transport methods, using no less than current 128bit encryption tools.
- 1.13. The Contractor agrees with the Information Technology Requirements in Exhibit K.
- 1.14. Contractor Selected Off-Campus Work Facilities
- 1.14.1. The Contractor shall perform services, outlined in this Agreement, at the Contractor's selected work facility in New Hampshire.
- 1.14.2. The Contractor shall provide a suitable office space, furnished and equipped with telecommunication hardware and computer hardware, for performing the services as required under this Contract.
- 1.14.3. The Contractor shall provide any and all materials and supplies required to successfully manage and provide all services as provided under this Contract.
- 1.14.4. The Department reserves the right to inspect any Contractor selected work facility.
- 1.14.5. The Department reserves the right to accept or reject any Contractor selected work facility.
- 1.14.6. **Technical Requirements**
- 1.14.6.1. The Contractor shall provide a landline phone system that can be reached from anywhere in the state, be toll-free to callers and allow for DCYF's intake line to be forwarded to.
- 1.14.6.2. The Contractor shall ensure the phone system is capable of transferring/forwarding calls to and from DCYF's Central Intake number, taking multiple calls on multiple lines and/or holding a call until call is answered (without the use of voicemail).
- 1.14.6.3. The Contractor shall ensure that the phone number is provided to DCYF prior to contract approval.
- 1.14.6.4. The Contractor shall utilize Microsoft Outlook.
- 1.14.6.5. The Contractor shall have internet access and ensure internet is sufficient to meet needs of all systems.



Exhibit A

- 1.14.6.6. The Contractor shall ensure that they have the equipment to send and receive information, such as reports of abuse and neglect, via phone, fax, scanner and e-mail.
- 1.14.6.7. The Contractor shall obtain a Citrix Client Software licenses if required.
- 1.14.6.8. The Contractors shall supply/utilize their own computers with the following requirements:
 - 1.14.6.8.1. 500 MHz or more; and
 - 1.14.6.8.2. 128 MB memory (RAM)

1.14.7. **Definitions**

- 1.14.7.1. Baby Safe Haven: According to NH State Law, a person can leave a baby, up to 7 days old, with an employee that is on duty at any hospital, fire station, police station, church or with any 911 responder at an agreed upon transfer location in NH.
- 1.14.7.2. Professional Reporter: Staff from alcohol and drug abuse prevention and treatment agencies; town, city, county welfare departments; clergy; coroner/medical examiner; community information and referral agency; counselor/therapist; court/probation; day care provider; dentist; guidance counselor; hospital staff; institution; law enforcement; mental health provider; nurse; other community service provider; physician; principal; public social agency staff; school staff; teacher; social worker; Domestic Violence Specialist and crisis center employee.
- 1.14.7.3. Reporter: Anyone who calls to report child abuse or neglect.

2. Scope of Services

- 2.1. The Contractor shall provide statewide after-hour access to child protection services available through the Division of Children Youth and Families. The Contractor shall:
 - 2.1.1. Screen and process all incoming calls/reports between the hours of 4:30pm and 8:00am Monday through Friday and 24 hours per day on weekends and holidays.
 - 2.1.2. Ensure a seamless transition to and from DCYF Central Intake hours of operation and After-Hours Intake hours of operations.
 - 2.1.3. Continuously monitor telephones, faxes and emails to ensure effective responses to reports of alleged child abuse and neglect.
 - 2.1.4. Provide child welfare specific information and referral support services to the general public, law enforcement personnel and medical professionals to ensure all parties have access to the child welfare services outside of regular business hours which shall include, but are not limited to:
 - 2.1.4.1. Placement resources to DCYF On-Call staff, DCYF Statewide Assessment Team (SAT), or law enforcement (when DCYF is unavailable) to facilitate placements for children in immediate need of care due to abuse or neglect;



Exhibit A

- 2.1.4.2. Information and referral services to support parents and individuals at risk of abusing or neglecting a child or children;
- 2.1.4.3. Information and referrals for individuals to report potential child abuse and neglect;
- 2.1.4.4. Information for individuals who want to learn about child abuse and neglect in general; and
- 2.1.4.5. Information and referral assistance to community-based agencies that can provide needed services for families.
- 2.1.5. Have the ability to contact a reporting party to clarify and/or obtain additional information in order to completely and accurately document a report.
- 2.1.6. Contact collateral parties such as law enforcement, hospitals, foster parents, and others as necessary to ensure complete reports and facilitate potential child placement(s).
- 2.1.7. Have the ability to contact child protection agencies in other states when reports are made impacting foreign jurisdictions.
- 2.1.8. Adhere to all current and future State of New Hampshire and DHHS Data Security and Information Technologies Policies and procedures.
- 2.1.9. Have responsibility for maintaining compliance with all applicable federal, state data protection laws and will participate in and or respond to any assessment, audit, or corrective action immediately upon request by the Department in support of, or as a result of, compliance or information security related activities.
- 2.1.10. Participate and adhere (Contractor and any authorized employees in support of NH DCYF services contract) to information security awareness and training program activities during Department standard work hours.
- 2.1.11. Have responsibility for support and participation, as requested by the Department, within the program areas of business continuance, disaster recovery, incident response, and breach notification.
- 2.1.12. Maintain a Breach Notification process for the purpose of notifying the Department immediately upon discovery or knowledge of a potential breach to State owned confidential, protected, sensitive, personal, and intellectually property data.
- 2.2. The Contractor shall ensure sufficient staff is available to operate an after-hours call center. The Contractor shall:
 - 2.2.1. Ensure all telephone calls, faxes and emails are promptly answered and processed (no right to refuse).
 - 2.2.2. Guarantee that telephone wait time for callers never exceeds 5 minutes.
 - 2.2.3. Provide a supervisor for every shift who will assist screeners with the reporting decision-making process.
- 2.3. The Contractor shall contact the on-call DCYF supervisor immediately when the supervisor determines an immediate response by DCYF may be required based upon information received from a reporting party. The Contractor shall:

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Exhibit A

- 2.3.1. Document all information in Bridges (DCYF's secure statewide automated child welfare information system-SACWIS) from the DCYF on-call supervisor regarding if or when a DCYF response will occur and additional information from DCYF when a response is completed.
- 2.3.2. Complete all required documentation by entering required information into Bridges and ensure that completion of reports are done in compliance with federal and state laws, and DCYF policy.
- 2.3.3. Ensure that all hard copy documentation received during each shift is scanned, forwarded to DCYF Central Intake Office, and then subsequently shredded, unless otherwise indicated by DCYF. Scanned files shall be deleted by Contractor after receipt confirmation is received from DCYF.
- 2.3.4. Work with DCYF to identify and maintain a current list of emergency placement homes for the purpose of facilitating the identification of, and access to, an emergency placement home upon a request from a law enforcement agency or DCYF on-call staff.
- 2.3.5. Work with DCYF to maintain a current list of on-call staff and their schedules.

2.4. The Screening Process

- 2.4.1. The Contractor screeners shall receive and screen all reports submitted to the After-Hours Intake via:
 - 2.4.1.1. Telephone,
 - 2.4.1.2. Fax,
 - 2.4.1.3. Computer, or
 - 2.4.1.4. Any other manner.
- 2.4.2. For each report, the Contractor screener shall:
 - 2.4.2.1. Gather all required/necessary information regarding suspected child abuse and/or neglect or potential risk of abuse and/or neglect;
 - 2.4.2.2. In consultation with a supervisor, make an initial screening determination pursuant to DCYF policies;
 - 2.4.2.3. Enter all reports into Bridges, utilizing all intake screens, in real time, while taking the report;
 - 2.4.2.4. Document recommended disposition for each report in Bridges and send to DCYF's Central intake Office for approval prior to the end of each shift;
 - 2.4.2.5. Request the submission of a formal written report from all professional reporters, as defined in Section 1.8.7.2;
 - 2.4.2.6. Monitor telephones, faxes and emails to ensure that all reports received are efficiently processed;
 - 2.4.2.7. Call the reporting party including, but not limited to, police and hospital, if clarification or additional information is needed to complete reports;



- 2.4.2.8. Determine whether an emergency response is required and, if so, immediately consult with the supervisor. All potential emergencies are reported to the DCYF On-Call/SAT Supervisor. DCYF will make the final decision whether to initiate an emergency response;
 - 2.4.2.9. Track all reports, including non-abuse and neglect, in Bridges;
 - 2.4.2.10. Assist each reporter with the utilization of appropriate community resources including, but not limited to, explaining CHINS services and processes;
 - 2.4.2.11. Search Bridges for current or prior DCYF involvement for any family who is the subject of a report;
 - 2.4.2.12. Screen all reports, including requests for services and CHINS, for abuse and neglect and refer to appropriate agencies, such as 211nh.org, if no abuse or neglect is indicated; and
 - 2.4.2.13. Continuously review and maintain relevant DCYF policies to ensure the most recent versions are utilized.
- 2.4.3. The supervisor shall determine the recommended disposition of a report; all non-emergency reports are transferred to Central Intake for final approval.
 - 2.4.4. The DCYF Intake Supervisors, or Designee(s), may support or reverse a screening decision made by the Contractor during non-business hours. The reason for any decision reversal will be documented in Bridges.
 - 2.4.5. The Contractor shall maintain appropriate supporting documentation on file, electronically or otherwise, in accordance with DCYF policy.
 - 2.4.6. The Contractor shall maintain familiarity with community resources available to assist families throughout the state.

2.5. Emergency Responses

- 2.5.1. When the supervisor determines that an emergency response may be necessary, the Contractor shall take the following actions:
 - 2.5.1.1. Contact the DCYF On-Call Supervisor;
 - 2.5.1.2. Make follow-up phone call to all provided phone numbers if the DCYF On-Call Supervisor fails to answer the first phone call; and
 - 2.5.1.3. Call the DCYF On-Call Field Administrator, if the DCYF On-Call Supervisor remains unreachable.
- 2.5.2. When DCYF determines that an emergency response is necessary, the Contractor screener shall contact required DCYF Staff using the following schedule:
 - 2.5.2.1. Monday through Friday until 8:00 pm, contact the Statewide Assessment Team (SAT) Supervisor.
 - 2.5.2.2. Monday through Friday 8:00 pm to 8:00 am and 24 hours a day on weekends and holidays, call the DCYF on-call Supervisor.



Exhibit A

- 2.5.3. When emergency placement is needed, the Contractor shall initiate calls to foster parents on the emergency crisis care list, managed and provided by DCYF, to identify an available placement and provide that information to the managing DCYF field staff.
- 2.5.4. DCYF will not require the Contractor to provide placement services under this Contract.
- 2.5.5. The Contractor may make immediate referral to law enforcement, after consultation with DCYF On-Call Supervisor, when referral to law enforcement is the most appropriate course of action due to the emergent nature of the situation.
- 2.5.6. Occasions may require the Contractor to call law enforcement (911) immediately or advise the caller/reporter to call law enforcement (911) immediately.
- 2.5.7. In the event of a reported death of a child, the Contractor shall contact DCYF's SAT Supervisor, between the hours of 4pm-8pm Monday through Friday, the On-Call Supervisor after 8pm or on weekends, or the Field Administrator if the Contractor is unable to reach the SAT Supervisor or On-Call Supervisor.

2.6. Facilitation of Medical Consent for Children in the Guardianship of DCYF

- 2.6.1. When Intake is contacted after regular business hours by medical providers, seeking consent for treatment of children in DCYF guardianship, the Contractor screener shall contact the DCYF on-call Field Administrator to obtain verbal authorization to secure emergency medical and/or psychiatric treatment.
- 2.6.2. The Contractor screener shall verify, in Bridges, that a child is in DCYF guardianship prior to contacting the DCYF On-Call Field Administrator for such authorizations. If the Contractor determines the child is not in DCYF guardianship, the Contractor screener shall inform the medical provider that authorization must be obtained from a parent or guardian.
- 2.6.3. For a child confirmed to be under DCYF guardianship, the Contractor shall contact DCYF On-Call Field Administrator who will provide the medical provider with verbal consent for treatment.

2.7. DCYF Foster Parent Support

- 2.7.1. The Contractor shall refer foster parent support calls to the DCYF On-Call Field Administrator.

2.8. Emergency Placements

- 2.8.1. The Contractor shall take reports from police when emergency placement is needed and coordinate with DCYF SAT Supervisor or On-Call supervisor.
- 2.8.2. The Contractor shall assist police in locating a home from the list of resources provided by and maintained by DCYF, if emergency placement is needed.
- 2.8.3. The Contractor shall contact DCYF SAT Supervisor or On-Call Supervisor if an emergency placement home cannot be found.



2.9. Baby Safe Haven Notifications

- 2.9.1. When the Contractor receives a Safe Haven notification, the Contractor screener will follow procedures outlined in DCYF's intake policy.

2.10. Special Investigations

- 2.10.1. The Contractor shall respond to reports of abuse or neglect involving residential Treatment Facilities/Institutions or foster homes according to DCYF Intake policy.
- 2.10.2. The Contractor screener, along with the Supervisor, shall determine if an immediate response is required and will document any current safety plan in place.

2.11. Runaways

- 2.11.1. If the Contractor is notified that a child, in DCYF custody or guardianship, is missing or has run away, the Contractor shall call police, report to DCYF On-Call Supervisor or Field Administrator, and document all information in Bridges.
- 2.11.2. If the Contractor is notified that a child, in DCYF custody or guardianship, has been located, the Contractor shall notify DCYF On-Call Supervisor or Field Administrator and document all information in Bridges.

2.12. State Automated Child Welfare Information System (SACWIS) - Bridges

- 2.12.1. As part of the intake process, the Contractor staff shall utilize Bridges to:
- 2.12.1.1. Enter all intakes;
 - 2.12.1.2. Conduct name searches;
 - 2.12.1.3. Conduct checks of prior reports involving the same family members; and
 - 2.12.1.4. Conduct Central Registry checks.
- 2.12.2. For each record review, the Contractor staff shall access case history for additional information to determine what degree of response may be required.
- 2.12.3. The Contractor staff shall use Bridges to verify custody and placement status of children reported missing from care.

2.13. Emergency/Disaster Planning

- 2.13.1. The Contractor shall develop and maintain, for the duration of the Contract, a comprehensive emergency disaster plan to ensure uninterrupted operation of the After-Hours Intake and to ensure that if Bridges is unavailable, due to unforeseen technical emergencies or routine system maintenance breaks, reports can still be made, effectively filed/recorded, and documented.
- 2.13.2. The Contractor understand that planned routine system maintenance breaks occur:



- 2.13.2.1. Two (2) times per calendar year, from Friday at 5:00 pm through Monday at 8:00 am; and
- 2.13.2.2. Once (1) per week from Sunday 11:00 pm through Monday 5:00 am.
- 2.13.3. The Contractor will maintain notes on a HIPAA compliant terminal server housed onsite in NH during planned routine system maintenance in Section 2.13.2 above.
- 2.13.4. The Contractor will ensure that reported abuse and neglect can be received, documented, and tracked in an event of unforeseen technical emergencies such as power outages by recording intake on a HIPAA compliant laptop that will store information until the BRIDGES system is back online or until the Contractor's screeners can be moved to an alternative services location in Boston, MA that would have access to BRIDGES.

2.14. Contractor Handoff Expectations (From DCYF and Back to DCYF)

- 2.14.1. The Contractor shall ensure staff availability 30 minutes into the oncoming DCYF shift.
- 2.14.2. The Contractor shall ensure staff availability 30 minutes prior to the completion of DCYF's shift.
- 2.14.3. The Contractor staff shall brief DCYF staff on any ongoing/unresolved reports.
- 2.14.4. The Contractor screeners shall complete all calls and relevant documentation prior to the end of each shift.

3. Staffing Requirements

3.1. Program Staffing Requirements

- 3.1.1. The Contractor shall ensure that the program is minimally staffed with, at least, the following positions:
 - 3.1.1.1. A Program Director
 - 3.1.1.2. Clinical/Shift Supervisors
 - 3.1.1.3. Screeners,
 - 3.1.1.4. The Contractor shall maintain a sufficient pool/number of trained screeners to ensure proper staffing to perform the activities in this Agreement.
- 3.1.2. The Contractor shall ensure all staff is subjected to State of NH criminal background checks, DCYF Central Registry Checks and DHHS Bureau of Elderly and Adult Services (BEAS) checks.
- 3.1.3. The Contractor shall ensure that all staff adheres to New Hampshire statutes governing child protection confidentiality and DCYF's Professionalism and Ethics Policy.
- 3.1.4. The Contractor shall ensure that any vacancies are filled within a timely manner and by a candidate that meets the requirements stated in this Contract.



3.2. Contractor Staff Roles and Responsibilities

3.2.1. The Contractor Program Director has overall administrative responsibility for the screening component of after-hours calls. This includes clinical supervision of supervisory staff, scheduling screening staff, tracking data and quality assurance measures, management of the contract budget, management of personnel, and providing public education regarding the after-hours intake process. The Contractor's Program Director also works in collaboration with DCYF to develop policies and procedures for the After-Hours Intake. The Contractor Program Director shall inform DCYF contract manager or designee of any operational and implementation issues needing resolution.

3.2.2. The Contractor Clinical/Shift Supervisors shall be on-site every shift and are responsible for the day-to-day operation of the After-Hours Intake. Specific duties include administrative supervision of Contractor staff, the scheduling of shifts, clinical record management, quality assurance, staff recruitment, and pre-service training. The Contractor's Clinical/Shift Supervisors have primary responsibility for management of the shifts, during which they monitor and supervise the Contractor screeners' fact gathering, assist with report determinations, initiate requests for DCYF On-Call Supervisor, clinical record-keeping and time management.

Clinical/Shift Supervisor shall review Contractor screener's reports/screening decisions and provide preliminary approval. Additionally, the Clinical/Shift Supervisors shall manage leave time effectively to ensure ongoing effective operation of the After-Hours Intake. The Contractor's Clinical/Shift Supervisors shall review every report before submission to intake by the close of that shift and work with DCYF On-Call Supervisor in dispatching a Statewide Assessment Team CPSW or On-Call CPSW for emergency response.

3.2.3. The Contractor screeners receive and document reports of child abuse and neglect, consult with Clinical/Shift supervisor to determine if the information received may require immediate response by DCYF, contact the DCYF On-Call Supervisor to determine if an emergency response is needed. Screeners also provide information and referral to resources and log the times of all contacts.

3.3. Hiring Requirements

3.3.1. The Contractor shall consult with DCYF when hiring any applicant who is currently, or has previously been an employee or intern of DHHS/DCYF; DCYF will share hiring decision-making responsibilities in these circumstances.

3.3.2. The Contractor shall ensure that vacancies are filled within a timely manner to ensure that there is no lapse in ongoing service to the community.

3.4. Minimum Staff Requirements

3.4.1. Program Director:

3.4.1.1. **Education:** Master's Degree from a recognized college or university with at least twelve (12) credits hours in social work, criminal justice,



Exhibit A

criminology, psychology, counseling, sociology, behavioral science, human services, or a related field.

3.4.1.2. **Experience:** Six (6) years' experience in social work, criminal justice, criminology, psychology, counseling, sociology, behavioral science, human services, or a related field, plus four (4) years in a supervisory or management level position in any occupational area. If related to the program area, the supervisory or management experience will count as part of the six years' total experience. Each additional year of approved work experience may be substituted for one year of required formal education at the graduate level only.

3.4.2. **Special Requirements:**

- 3.4.2.1. For appointment consideration, Program Director applicants must successfully participate in a structured interview measuring possession of knowledge, skills and abilities identified as necessary for satisfactory job performance.
- 3.4.2.2. Must provide three (3) references with acceptable reference checks; if previously employed by DCYF, at least one reference must be DCYF specific.
- 3.4.2.3. Must successfully complete the training requirements outlined below.
- 3.4.2.4. Upon completion of initial training, must complete ongoing training as outlined below.
- 3.4.2.5. Must be available for non-traditional work hours to meet the needs of the After-Hours Intake.
- 3.4.2.6. Must have Microsoft outlook/computer proficiency.
- 3.4.2.7. Program Director will be trained in how to make necessary screening decisions based on DCYF practice and policy.

3.4.3. **Clinical/Shift Supervisors:**

- 3.4.3.1. **Education:** Bachelor's degree from a recognized college or university with a major study in social work, criminal justice, criminology, psychology, counseling, sociology, behavioral science, human services, or related field. Each additional year of approved formal education may be substituted for one year of required work experience.
- 3.4.3.2. **Experience:** Three (3) years' experience in social work, criminal justice, criminology, psychology, counseling, sociology, behavioral science, human services, or related field, plus two (2) years of supervisory experience in any occupational area. If related to the program area, the supervisory experience will count as part of the three (3) years' total experience. Each additional year of approved work experience may be substituted for one (1) year of required formal education.
- 3.4.3.3. **Special Qualifications:** Experience in a management level position involving administration, program planning and evaluation, business

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management, or related management experience may be counted toward the qualification requirement of supervisory experience.

3.4.4. Special Requirements:

- 3.4.4.1. For appointment consideration, Clinical/Shift Supervisor applicants must successfully participate in a structured interview measuring possession of knowledge, skills and abilities identified as necessary for satisfactory job performance.
- 3.4.4.2. Must provide three (3) references with acceptable reference checks; if previously employed by DCYF, at least one reference must be DCYF specific.
- 3.4.4.3. Must successfully complete the training requirements outlined below.
- 3.4.4.4. Upon completion of initial training, must complete ongoing training as outlined below.
- 3.4.4.5. Must be available for non-traditional work hours to meet the needs of the After-Hours Intake.
- 3.4.4.6. Must have Microsoft outlook/computer proficiency.
- 3.4.4.7. Clinical/Shift Supervisors will be trained in how to make necessary screening decisions based on DCYF practice and policy.

3.4.5. Contractor Screeners:

- 3.4.5.1. **Education:** Bachelor's degree from a recognized college or university in a human services related field.

OR

Education: Bachelor's degree with at least twelve (12) courses or thirty-six (36) credit hours in social work, psychology, social psychology, sociology, cultural anthropology, human services, behavioral science, or counseling, pastoral counseling or divinity.

Experience: No experience required.

OR

Education: Associates Degree in a human services related field.

Experience: Two (2) years' experience in Human Services at or above a paraprofessional or technician level.

3.4.6. Special Requirements:

- 3.4.6.1. For appointment consideration, screener applicants must successfully participate in a structured interview measuring possession of knowledge, skills and abilities identified as necessary for satisfactory job performance.
- 3.4.6.2. Must provide three (3) references with acceptable reference checks; if previously employed by DCYF, at least one reference must be DCYF specific.
- 3.4.6.3. Must successfully complete the training requirements outlined below.



- 3.4.6.4. Upon completion of initial training, must complete ongoing training as outlined below.
- 3.4.6.5. Must be available for non-traditional work hours to meet the needs of the After-Hours Intake.
- 3.4.6.6. Must have Microsoft outlook/computer proficiency.
- 3.4.6.7. Contractor Screeners will be trained in how to make necessary screening decisions based on DCYF practice and policy.

3.4.7. Contractor Orientation and Training

- 3.4.7.1. The Contractor shall ensure that Contractor staff and back up staff complete pre-service training requirements, provided by DCYF, prior to starting independent coverage of After-Hours Intake.
- 3.4.7.2. The Contractor shall maintain personnel files that are subject to periodic DCYF reviews.
- 3.4.7.3. The Contractor shall ensure staff availability for pre-service training during traditional business hours.
- 3.4.7.4. The Contractor shall ensure that staff complete a minimum ten (10) days of pre-service training including, but not limited to:
 - 3.4.7.4.1. One (1) Day DCYF Orientation;
 - 3.4.7.4.2. One to Two (1-2) Days of DCYF Policy and Practice;
 - 3.4.7.4.3. One (1) Day DCYF Intake Policy and Practice/how to make necessary screening decisions;
 - 3.4.7.4.4. One (1) Day of Bridges training consisting of general competency and intake specific competency; and
 - 3.4.7.4.5. Participate in Field Training at DCYF Central Intake Unit for a minimum of five (5) days as a component of screener pre-service training.
- 3.4.7.5. The Contractor's staff, including back up staff, shall provide ongoing training which will consist of a minimum of four (4) days annually for all staff to remain current with DCYF policy and practice; these trainings may include DCYF staff trainings.
- 3.4.7.6. The Contractor staff may be given credit for previous related training and/or experience resulting in a possible exemption from portions of the required training, as determined by DCYF.
- 3.4.7.7. Actual training times vary according to the skills and experience of each staff member.
- 3.4.7.8. The Contractor shall maintain documentation of completed staff training.

4. Performance Expectations and Measures

- 4.1. The Contractor shall provide performance evaluations for all employees annually.
- 4.2. Satisfactory Performance Evaluations are required for continued employment.
- 4.3. The Contractor shall ensure that unsatisfactory Performance Evaluations lead to corrective action plans, managed by Contractor staff.



- 4.4. The Contractor shall ensure that unsatisfactory performance during corrective action phases, or the inability to satisfactorily correct performance, lead to disciplinary action up to and including termination of employment.

5. Reporting

- 5.1. The Contractor shall record and submit the following performance-based outcomes to DCYF quarterly and, if necessary, develop improvement plans to address areas of need. The performance-based outcomes shall include, but not be limited to:
- 5.1.1. Developing and administering a caller satisfaction survey that is utilized with at least 75% of callers.
 - 5.1.2. Record the number of calls received;
 - 5.1.3. Record the number of calls missed;
 - 5.1.4. Record the average time on hold/in queue;
 - 5.1.5. Record the number of times foster parents call for after-hour support;
 - 5.1.6. Compiling a quarterly, aggregated list of foster homes that were utilized;
 - 5.1.7. Tracking refusals from foster parents in relation to placement requests;
 - 5.1.8. Tracking the number of times they had to report that an on-call worker was not available within an hour; and
 - 5.1.9. Tracking the arrival of in-person responses, noting the time of the response, and when on-call responses are complete/clear.
- 5.2. DCYF reserves the right to conduct additional quality assurance activities, which may include, but is not limited to, site visits, personnel file reviews and observations.



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price limitation on Form P-37, Block 1.8, General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The funding source for this Contract is 100% State of New Hampshire General Funds.
3. Payment for Services shall be made as follows:
 - 3.1. The Contractor shall file by the 10th of the month, a monthly Invoice for the prior months expenses with the Department.
 - 3.2. Expenses shall be reported for reimbursement by budget line item in Exhibits B-1 through B-3.
 - 3.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of each Invoice submitted pursuant to this Agreement.
 - 3.4. Invoices identified in Section 3.1 shall be submitted to:
Department of Health and Human Services
Attn: Financial Manager
NH Department of Health and Human Services
Division of Children, Youth and Families
129 Pleasant Street
Concord NH 03301
4. A final payment request shall be submitted no later than forty (40) days after the end of the Contract.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Contract.
6. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within Exhibits B-1, B-2 and B-3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

OC
Date 12/11/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



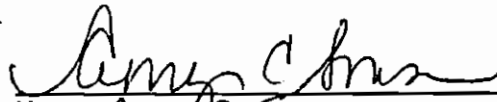
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name:

12-1-16
Date


Name: Amy C. Sausa
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name:

12-1-16
Date

Amy C. Sousa
Name: Amy C. Sousa
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

12-1-16
Date

Amy C. Sousa
Name: Amy C. Sousa
Title: Executive Director



**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 acs

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:

12-1-16
Date

Amy C. Bruce
Name: ~~Amy Bruce~~ Amy Bruce
Title: Executive Director

Exhibit G

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

Contractor Initials ACB

Date 12-1-16



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:

12-1-16
Date

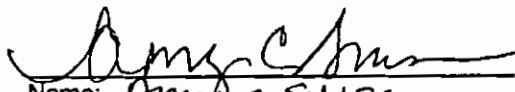

Name: Amy C Susa
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY 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.



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



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

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12-1-16



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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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12-1-16



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.

NH DHHS DCYF

The State

Loiraine Bartlett
Signature of Authorized Representative

Loiraine Bartlett
Name of Authorized Representative

DCYF DIRECTOR
Title of Authorized Representative

12-2-2016
Date

Wediko Children's Services

Name of the Contractor

Amy C. Sousa
Signature of Authorized Representative

Amy C. Sousa Ph.D.
Name of Authorized Representative

Executive Director
Title of Authorized Representative

12-1-16
Date



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

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

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

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

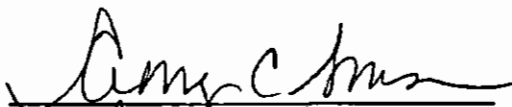
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name:

12-1-16
Date


Name: Amy C. Sousa
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 147961452
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

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

Name: <u>Amy Sousa</u>	Amount: <u>140,000</u>
Name: <u>Michael Clontz</u>	Amount: <u>105,634</u>
Name: <u>Edward Zadrawek</u>	Amount: <u>100,800</u>
Name: <u>Kimberly Guest</u>	Amount: <u>95,998</u>
Name: <u>Ann Gehrenbeck</u>	Amount: <u>95,705</u>

Exhibit K

Wediko Children's Services
October 28, 2016

Appendix G
Off Site Work Facility - Additional Technical Requirements

REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
<p align="center">General Requirements Vendor Response Checklist</p> <p>Instructions:</p> <p>Vendor Response Column - Place a "Yes" if the implementation of the Service can fully comply with the requirement described in the row, without special customization. A "Yes" can only be used if the requirement describes your standard service. Otherwise, enter a "No"; A "No" can only be used if the requirement will be met in the future or is not available.</p> <p>Comments Column - Vendors can provide a brief explanation. Free form text can be entered into this column. This column can be used to propose alternative approaches to fulfilling the requirement.</p>		
<p>A GENERAL DATA SECURITY AND PRIVACY</p>		
<p>A.1 The Vendor shall be strictly prohibited from releasing or using data or information obtained in its capacity as a collector and processor of the data for any purposes other than those specifically authorized by DHHS. Failure to comply could be a violation of NH laws and rules and may lead to voiding of the Contract.</p>	Yes	
<p>A.2 The Vendor shall conduct an annual security assessment, performed by an independent third-party security vendor, to verify that the Vendor's environment containing the projects data is secure. Broader Vendor-wide assessments that include the project's systems are acceptable. The Vendor shall provide certification of assessment to DHHS.</p>	Yes	
<p>A.3 As the state's agent, the Vendor must provide certification of compliance with the requirements of the Health Insurance Portability & Accountability Act (HIPAA) and DHHS' standard business associate agreement.</p>	Yes	
<p>A.4 As the state's agent, the Vendor must provide certification of compliance with the requirements of the United States Commerce Department's National Institute of Standards and Technology (NIST) and the Open Web Application Security Project (OWASP).</p>	Yes	
<p>A.5 In carrying out the duties of this Contract, the Vendor shall be the agent and business associate of DHHS. As such, it is bound by applicable State and federal laws regarding health care information.</p>	Yes	
<p>A.6 The Vendor shall provide access to the State with a secure FTP or web site to be used by the State for uploading and downloading files.</p>	Yes	
<p>A.7 The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of the occurrence.</p>	Yes	

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Appendix G Off Site Work Facility - Additional Technical Requirements

REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
A.8 The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	Yes	
A.9 The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	Yes	Data will be housed on BRIDGES.
B. APPLICATION SECURITY REQUIREMENTS		
B.1 Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	Yes	
B.2 Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	Yes	
B.3 Enforce unique user names.	Yes	
B.4 Enforce complex non-reusable passwords of ten (10) characters or more that contain at least one upper case, one lower case, one numeric, and one symbol with no dictionary words.	Yes	
B.5 Passwords should be forced to an Administrator reset after three (3) failed attempts.	Yes	
B.6 Encrypt passwords in transmission and at rest within the database.	Yes	
B.7 Expire passwords after ninety-days days.	Yes	
B.8 Authorize users and client applications to prevent access to inappropriate or confidential data or services.	Yes	
B.9 Provide the ability to limit the number of people that can grant or change authorizations	Yes	
B.10 Provide the ability to enforce session timeouts during State-defined periods of inactivity.	Yes	
B.11 Ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten Project (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	Yes	
B.12 The application shall not store authentication credentials or Sensitive Data in its code.	Yes	
B.13 Audit all attempted accesses that fail or succeed identification, authentication, and authorization requirements	Yes	
B.14 The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for six (6) months	Yes	

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Appendix G Off Site Work Facility - Additional Technical Requirements

REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
B.15 The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	Yes	
B.16 The Application Data shall be protected from unauthorized use when at rest	Yes	
B.17 Keep any Sensitive Data or communications private from unauthorized individuals and programs.	Yes	
B.18 Subsequent application enhancements or upgrades shall not remove or degrade security requirements	Yes	
B.19 Conform to all State and Federal laws and regulations regarding data security	Yes	
B.20 Create change management documentation and procedures	Yes	
C. HOSTING REQUIREMENTS		
C.1 The Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the system and data submitters and the State with permission based logins. • Access will be via Internet Explorer Version 7, or as otherwise agreed to by DHHS.	Yes	
C.2 The Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the data submitters internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the data submitters Internet Service Provider.	Yes	
C.3 Vendor shall provide a secure Tier 3 or 4 Data Center providing equipment, an on-site 24/7 system operator, managed firewall services, and managed backup Services.	Yes	
C.4 The Vendor must monitor the application and all servers.	Yes	
C.5 The Vendor shall manage the databases and services on all servers located at the Vendor's facility.	Yes	
C.6 The Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	Yes	
C.7 The Vendor shall monitor System, security, and application logs.	Yes	
C.8 The Vendor shall manage the sharing of data resources.	Yes	
C.9 The Vendor shall manage daily backups, off-site data storage, and restore operations.	Yes	
C.10 The Vendor shall monitor physical hardware.	Yes	
C.11 The Vendor shall provide validation that they have adequate disaster recovery procedures in place.	Yes	

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Appendix G Off Site Work Facility - Additional Technical Requirements

REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
C.12 The Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	Yes	
C.13 The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	Yes	
C.14 The Vendor shall adhere to a defined and documented back-up schedule and procedure.	Yes	
C.15 Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	Yes	
C.16 Scheduled backups of all servers must be completed weekly.	Yes	
C.17 The minimum acceptable frequency is differential backup daily, and complete backup weekly.	Yes	
C.18 Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	Yes	
C.19 If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	Yes	
C.20 Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	Yes	
D HOSTING REQUIREMENTS – NETWORK ARCHITECTURE		
C.21 The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.5% uptime, exclusive of the regularly scheduled maintenance window.	Yes	
C.22 The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	Yes	
C.23 The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	Yes	

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Appendix G Off Site Work Facility - Additional Technical Requirements

REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
C.24 Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	Yes	
E: HOSTING REQUIREMENTS - SECURITY		
C.25 The Vendor shall employ security measures that ensure the State's data is protected.	Yes	
C.26 If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	Yes	
C.27 All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	Yes	
C.28 All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity, and availability.	Yes	
C.29 In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	Yes	
C.30 The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	Yes	
C.31 The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility; power conditioning; HVAC; UPS; generator must be acceptable to the State.	Yes	
F: HOSTING REQUIREMENTS - SERVICE LEVEL AGREEMENT		
C.32 The DHHS and Health Facilities shall have unlimited access, via phone or Email, to the Vendor Help Desk technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.	Yes	
C.33 The Vendor telephone or e-mail response time for technical support shall be no more than twenty-four (24) hours.	Yes	
C.34 The Vendor shall guarantee 99.5% uptime, exclusive of the regularly scheduled maintenance window	Yes	

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