

APR20'22 PM 4:29 RCVD

22
mar

Lori A. Shibanette
Commissioner

Joseph E. Ribsam, Jr.
Director

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 4, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to amend an existing contract with The Home for Little Wanderers, Inc. (VC#162772-B001), Boston, MA, for the ongoing operation of an after-hours hotline to field reports of child abuse and neglect, by exercising a contract renewal option by increasing the price limitation by \$1,833,999 from \$535,295 to \$2,369,294 and extending the completion date from June 30, 2022, to June 30, 2025, effective July 1, 2022, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 30, 2021, item #28.

Funds are available in the following account for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-42-421010-29570000 Health and Social Svcs, Dept of Health and Human Svcs, HHS:
Division for Children Youth and Families, Human Svcs, Child Protection, 42105737**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102/500731	Contracts for Prog Svc	42105737	\$535,295	\$0	\$535,295
2023	102/500731	Contracts for Prog Svc	42105737	\$0	\$567,970	\$567,970
2024	102/500731	Contracts for Prog Svc	42105737	\$0	\$610,568	\$610,568
2025	102/500731	Contracts for Prog Svc	42105737	\$0	\$655,461	\$655,461
			Total	\$535,295	\$1,833,999	\$2,369,294

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

EXPLANATION

The purpose of this request is for the continued provision of statewide access to, and coverage for, the Division for Children, Youth and Families (DCYF) Central Intake as a means of receiving and screening reports of alleged child abuse and neglect after business hours. Central Intake provides services to children, youth and families in New Hampshire to assess situations of alleged abuse and neglect, and to screen-in reports of abuse and neglect to be assessed by the local district DCYF offices. Contracted services will continue to be provided weekdays (6:30pm - 7:00am) and twenty-four (24) hours on weekends and holidays. These services assist the Department in providing a swift, appropriate response to reports of child abuse and neglect that will help DCYF ensure the safety of children and promote the well-being of families across New Hampshire.

Approximately 27,164 individuals will be served annually.

The Contractor will provide statewide access to, and coverage for, the DCYF Central Intake for child protection services during evenings and weekends during DCYF non-business hours. Additionally, the Contractor will 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 provided, including:

- Placement resources to DCYF On-Call staff, or law enforcement, to facilitate placements for children in immediate need of care due to abuse or neglect;
- Information and referral services to support parents and individuals at risk of abusing or neglecting a child or children;
- Information and referrals for individuals to report potential child abuse and neglect;
- Information for individuals who want to learn about child abuse and neglect in general; and
- Information and referral assistance to community-based agencies that can provide needed services for families.

The Department will monitor contracted services using the following performance measures:

- 50% decrease reported in the wait time for all callers;
- 80% decrease in overall missed calls received after hours;
- 80% of calls are answered within 5 minutes;
- 80% of all screened-out calls have received community referral recommendations; and
- 80% of all Central Intake Reports reviewed have a minimum score of 10.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 3.3 of the original agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for three (3) of the three (3) years available.


Should the Governor and Council not authorize this request, the Department would be unable to continue providing hotline services after hours, subsequently decreasing effective responses to reports of alleged child abuse and neglect throughout the state.

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

Area served: Statewide

Source of Federal Funds: 100% General Funds

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette", written in a cursive style.

Lori A. Shibinette
Commissioner

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

This Amendment to the After Hours DCYF Central Intake Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Home for Little Wanderers, Inc. ("the Contractor").

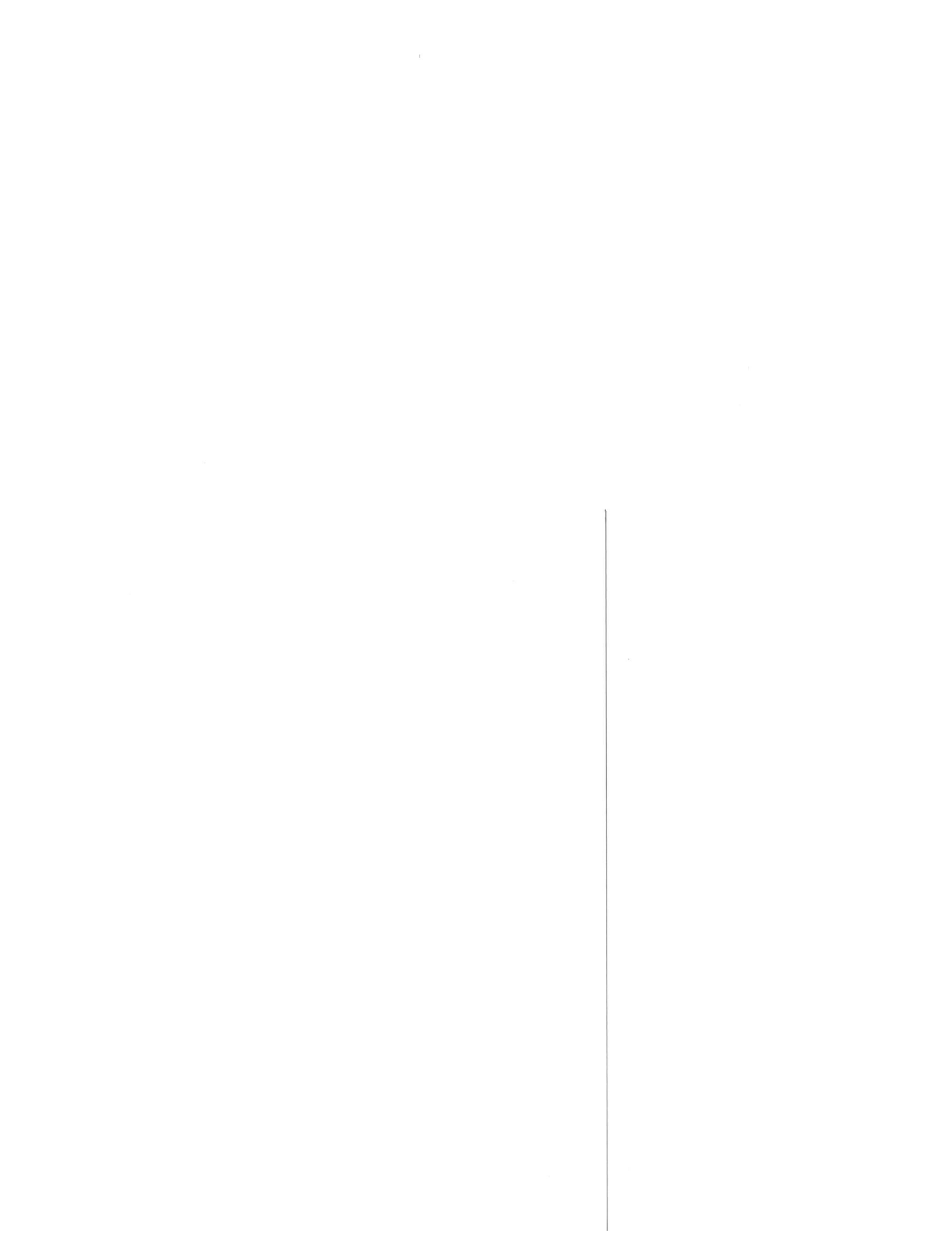
WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021 (Item #28), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and as referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 3.3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,369,294
3. Add Exhibits C-2 Amendment #1 Budget Sheet, C-3 Amendment #1 Budget Sheet, and C-4 Amendment #1 Budget Sheet, which are attached hereto and incorporated by reference herein.



All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, subject to Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

4/16/2022

Date

DocuSigned by:

Joseph E. Ribsam, Jr.

AAE4DFB3C68E438

Name: Joseph E. Ribsam, Jr.

Title: Director, Division for Children, Youth & Families

The Home for Little Wanderers, Inc.

DocuSigned by:

Thomas L. Durling

85DEF0B5CC684B3

4/5/2022

Date

Name: Thomas L. Durling

Title: CFO

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

OFFICE OF THE ATTORNEY GENERAL

4/18/2022

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit C-2 Amendment #1 Budget Sheet

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: The Home for Little Wanderers

Budget Request for: Wediko After Hours Call Center at The Home for Little Wanderers

Budget Period: July 1, 2022 to June 30, 2023 (SFY 2023)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 425,909.12	\$ 35,402.51	\$ 461,311.63	\$ -	\$ 28,136.51	\$ 28,136.51	\$ 425,909.12	\$ 7,266.00	\$ 433,175.12
2. Employee Benefits	\$ 106,477.28	\$ 9,510.63	\$ 115,987.91	\$ -	\$ 7,619.94	\$ 7,619.94	\$ 106,477.28	\$ 1,890.69	\$ 108,367.97
3. Consultants	\$ -	\$ 6,689.59	\$ 6,689.59	\$ -	\$ 4,689.59	\$ 4,689.59	\$ -	\$ 2,000.00	\$ 2,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,838.00	\$ 1,622.14	\$ 3,460.14	\$ -	\$ 1,172.14	\$ 1,172.14	\$ 1,838.00	\$ 450.00	\$ 2,288.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 7,569.00	\$ -	\$ 7,569.00	\$ -	\$ -	\$ -	\$ 7,569.00	\$ -	\$ 7,569.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 6,401.66	\$ 6,401.66	\$ -	\$ 5,275.66	\$ 5,275.66	\$ -	\$ 1,126.00	\$ 1,126.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,968.00	\$ 378.01	\$ 5,346.01	\$ -	\$ 293.55	\$ 293.55	\$ 4,968.00	\$ 84.46	\$ 5,052.46
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 3,556.38	\$ 3,556.38	\$ -	\$ 2,931.38	\$ 2,931.38	\$ -	\$ 625.00	\$ 625.00
Insurance	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 5,690.59	\$ 5,690.59	\$ -	\$ 4,689.59	\$ 4,689.59	\$ -	\$ 1,001.00	\$ 1,001.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead	\$ -	\$ 5,573.94	\$ 5,573.94	\$ -	\$ 3,808.94	\$ 3,808.94	\$ -	\$ 1,765.00	\$ 1,765.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 551,761.40	\$ 74,825.45	\$ 626,586.85	\$ -	\$ 58,617.30	\$ 58,617.30	\$ 551,761.40	\$ 16,208.15	\$ 567,969.55

Indirect As A Percent of Direct

13.6%

DB
 TLD
 Contractor Initials

Date 4/5/2022

Exhibit C-2 Amendment #1 Budget Sheet Program Staff List

Program Staff List							
New Hampshire Department of Health and Human Services							
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR							
Proposal Agency Name:		The Home for Little Wanderers					
Program:		Wediko After Hours Call Center at The Home for Little Wanderers					
Budget Period:		July 1, 2022 to June 30, 2023 (SFY 2023)					
A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Example:							
Program Director	A. Coffey	\$33.00	40	\$68,640	\$68,640	100%	
Administrative Salaries							
Call Center Intake Supervisor	T.Frost	\$24.00	40	\$49,920	\$49,920	100%	
Call Center Intake Supervisor	A.Roof	\$24.00	40	\$49,920	\$49,920	100%	
Call Center Intake Supervisor	J.Kotrba	\$24.00	40	\$49,920	\$49,920	100%	
Call Center Intake Supervisor	A. Famiglietti	\$24.00	32	\$39,936	\$39,936	100%	
Total Admin. Salaries				\$189,696	\$189,696	100%	
Direct Service Salaries							
Call Center Call Screener #1		\$18.72	40	\$38,938	\$38,938	100%	
Call Center Call Screener #2		\$17.68	32	\$29,420	\$29,420	100%	
Call Center Call Screener #3		\$17.50	16	\$14,560	\$14,560	100%	
Call Center Call Screener #4		\$17.85	20	\$18,564	\$18,564	100%	
Call Center Call Screener #5		\$18.75	20	\$19,500	\$19,500	100%	
Call Center Call Screener #6		\$18.50	16	\$15,392	\$15,392	100%	
Call Center Call Screener #7		\$20.00	20	\$20,800	\$20,800	100%	
Call Center Call Screener #8		\$20.00	10	\$10,400	\$10,400	100%	
Total Direct Salaries				\$167,573	\$167,573	100%	
Total Salaries by Program				425,909	425,909	100%	
<p>Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.</p> <p>*Please list which site(s) each staff member works at, if your agency has multiple sites.</p>							

Exhibit C-3 Amendment #1 Budget Sheet

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: The Home for Little Wanderers

Budget Request for: Wediko After Hours Call Center at The Home for Little Wanderers

Budget Period: July 1, 2023 to June 30, 2024 (SFY 2024)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 457,852.30	\$ 38,057.70	\$ 495,910.00	\$ -	\$ 30,246.75	\$ 30,246.75	\$ 457,852.30	\$ 7,810.95	\$ 465,663.25
2. Employee Benefits	\$ 114,463.08	\$ 10,223.93	\$ 124,687.00	\$ -	\$ 8,191.44	\$ 8,191.44	\$ 114,463.08	\$ 2,032.49	\$ 116,495.57
3. Consultants	\$ -	\$ 7,191.31	\$ 7,191.31	\$ -	\$ 5,041.31	\$ 5,041.31	\$ -	\$ 2,150.00	\$ 2,150.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,975.85	\$ 1,743.80	\$ 3,719.65	\$ -	\$ 1,260.05	\$ 1,260.05	\$ 1,975.85	\$ 483.75	\$ 2,459.60
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 8,136.68	\$ -	\$ 8,136.68	\$ -	\$ -	\$ -	\$ 8,136.68	\$ -	\$ 8,136.68
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 6,881.78	\$ 6,881.78	\$ -	\$ 5,671.33	\$ 5,671.33	\$ -	\$ 1,210.45	\$ 1,210.45
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 5,340.60	\$ 406.36	\$ 5,746.96	\$ -	\$ 315.57	\$ 315.57	\$ 5,340.60	\$ 90.79	\$ 5,431.39
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 3,823.11	\$ 3,823.11	\$ -	\$ 3,151.23	\$ 3,151.23	\$ -	\$ 671.88	\$ 671.88
Insurance	\$ 4,837.50	\$ -	\$ 4,837.50	\$ -	\$ -	\$ -	\$ 4,837.50	\$ -	\$ 4,837.50
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 6,117.38	\$ 6,117.38	\$ -	\$ 5,041.31	\$ 5,041.31	\$ -	\$ 1,076.08	\$ 1,076.08
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 537.50	\$ -	\$ 537.50	\$ -	\$ -	\$ -	\$ 537.50	\$ -	\$ 537.50
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead	\$ -	\$ 5,991.99	\$ 5,991.99	\$ -	\$ 4,094.61	\$ 4,094.61	\$ -	\$ 1,897.38	\$ 1,897.38
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 593,143.51	\$ 80,437.36	\$ 673,580.86	\$ -	\$ 63,013.60	\$ 63,013.60	\$ 593,143.51	\$ 17,423.76	\$ 610,567.27

Indirect As A Percent of Direct

13.6%

Exhibit C-3 Amendment #1 Budget Sheet Program Staff List

Program Staff List							
New Hampshire Department of Health and Human Services							
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR							
Proposal Agency Name:		The Home for Little Wanderers					
Program:		Wediko After Hours Call Center at The Home for Little Wanderers					
		July 1, 2023 to					
		June 30, 2024					
Budget Period:		(SFY 2024)		Contractor Initials _____			
A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Date	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Example:							
Program Director	A. Coffey	\$35.48	40	\$73,788	\$73,788	100%	
Administrative Salaries							
Call Center Intake Supervisor	T.Frost	\$25.80	40	\$53,664	\$53,664	100%	
Call Center Intake Supervisor	A.Roof	\$25.80	40	\$53,664	\$53,664	100%	
Call Center Intake Supervisor	J.Kotrba	\$25.80	40	\$53,664	\$53,664	100%	
Call Center Intake Supervisor	A. Famiglietti	\$25.80	32	\$42,931	\$42,931	100%	
Total Admin. Salaries				\$203,923	\$203,923	100%	
Direct Service Salaries							
Call Center Call Screener #1		\$20.12	40	\$41,858	\$41,858	100%	
Call Center Call Screener #2		\$19.01	32	\$31,626	\$31,626	100%	
Call Center Call Screener #3		\$18.81	16	\$15,652	\$15,652	100%	
Call Center Call Screener #4		\$19.19	20	\$19,956	\$19,956	100%	
Call Center Call Screener #5		\$20.16	20	\$20,963	\$20,963	100%	
Call Center Call Screener #6		\$19.89	16	\$16,546	\$16,546	100%	
Call Center Call Screener #7		\$21.50	20	\$22,360	\$22,360	100%	
Call Center Call Screener #8		\$21.50	10	\$11,180	\$11,180	100%	
Total Direct Salaries				\$180,141	\$180,141	100%	
Total Salaries by Program				457,852	457,852	100%	
<p>Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.</p> <p>*Please list which site(s) each staff member works at, if your agency has multiple sites.</p>							

Exhibit C-4 Amendment #1 Budget Sheet

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: The Home for Little Wanderers

Budget Request for: Wediko After Hours Call Center at The Home for Little Wanderers

Budget Period: July 1, 2024 to June 30, 2025 (SFY 2025)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 492,191.23	\$ 40,326.20	\$ 532,517.43	\$ -	\$ 32,515.25	\$ 32,515.25	\$ 492,191.23	\$ 7,810.95	\$ 500,002.18
2. Employee Benefits	\$ 123,047.81	\$ 10,838.28	\$ 133,886.09	\$ -	\$ 8,805.79	\$ 8,805.79	\$ 123,047.81	\$ 2,032.49	\$ 125,080.30
3. Consultants	\$ -	\$ 7,569.41	\$ 7,569.41	\$ -	\$ 5,419.41	\$ 5,419.41	\$ -	\$ 2,150.00	\$ 2,150.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,124.04	\$ 1,874.59	\$ 3,998.62	\$ -	\$ 1,354.55	\$ 1,354.55	\$ 2,124.04	\$ 520.03	\$ 2,644.07
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 8,746.93	\$ -	\$ 8,746.93	\$ -	\$ -	\$ -	\$ 8,746.93	\$ -	\$ 8,746.93
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 7,397.92	\$ 7,397.92	\$ -	\$ 6,096.68	\$ 6,096.68	\$ -	\$ 1,301.23	\$ 1,301.23
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 5,741.15	\$ 436.84	\$ 6,177.98	\$ -	\$ 339.23	\$ 339.23	\$ 5,741.15	\$ 97.60	\$ 5,838.75
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 4,109.84	\$ 4,109.84	\$ -	\$ 3,387.58	\$ 3,387.58	\$ -	\$ 722.27	\$ 722.27
Insurance	\$ 5,200.31	\$ -	\$ 5,200.31	\$ -	\$ -	\$ -	\$ 5,200.31	\$ -	\$ 5,200.31
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 6,576.19	\$ 6,576.19	\$ -	\$ 5,419.41	\$ 5,419.41	\$ -	\$ 1,156.78	\$ 1,156.78
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 577.81	\$ -	\$ 577.81	\$ -	\$ -	\$ -	\$ 577.81	\$ -	\$ 577.81
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead	\$ -	\$ 6,441.38	\$ 6,441.38	\$ -	\$ 4,401.71	\$ 4,401.71	\$ -	\$ 2,039.68	\$ 2,039.68
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 637,629.27	\$ 85,570.65	\$ 723,199.92	\$ -	\$ 67,739.62	\$ 67,739.62	\$ 637,629.27	\$ 17,831.04	\$ 655,460.30

Indirect As A Percent of Direct

13.4%

Exhibit C-4 Amendment #1 Budget Sheet Program Staff List

Program Staff List							
New Hampshire Department of Health and Human Services							
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR							
Proposal Agency Name:		The Home for Little Wanderers					
Program:		Wediko After Hours Call Center at The Home for Little Wanderers					
Budget Period:		July 1, 2024 to June 30, 2025 (SFY 2025)					
A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Example:							
Program Director	A. Coffey	\$38.14	40	\$79,322	\$79,322	100%	
Administrative Salaries							
Call Center Intake Supervisor	T.Frost	\$27.74	40	\$57,689	\$57,689	100%	
Call Center Intake Supervisor	A.Roof	\$27.74	40	\$57,689	\$57,689	100%	
Call Center Intake Supervisor	J.Kotrba	\$27.74	40	\$57,689	\$57,689	100%	
Call Center Intake Supervisor	A. Famiglietti	\$27.74	32	\$46,151	\$46,151	100%	
Total Admin. Salaries				\$219,217	\$219,217	100%	
Direct Service Salaries							
Call Center Call Screener #1		\$21.63	40	\$44,997	\$44,997	100%	
Call Center Call Screener #2		\$20.43	32	\$33,998	\$33,998	100%	
Call Center Call Screener #3		\$20.22	16	\$16,826	\$16,826	100%	
Call Center Call Screener #4		\$20.63	20	\$21,453	\$21,453	100%	
Call Center Call Screener #5		\$21.67	20	\$22,535	\$22,535	100%	
Call Center Call Screener #6		\$21.38	16	\$17,787	\$17,787	100%	
Call Center Call Screener #7		\$23.11	20	\$24,037	\$24,037	100%	
Call Center Call Screener #8		\$23.11	10	\$12,019	\$12,019	100%	
Total Direct Salaries				\$193,652	\$193,652	100%	
Total Salaries by Program				492,191	492,191	100%	
<p>Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.</p> <p>*Please list which site(s) each staff member works at, if your agency has multiple sites.</p>							

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 THE HOME FOR LITTLE WANDERERS, INC is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on January 11, 2021. 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: **860045**

Certificate Number: **0005749551**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2022.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of The Home for Little Wanderers, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 15, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Thomas L. Durling, Chief Financial Officer (CFO)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Home for Little Wanderers, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 4/8/2022

Deborah E. Gray
Signature of Elected Officer
Name: Deborah E. Gray
Title: Board Secretary



Mission Statement: To help vulnerable children and their families build permanent, positive change.

The Home for Little Wanderers helps build stable lives and hopeful futures for vulnerable children. Through a wide range of innovative community-based and residential programs, we ensure the emotional, social, educational, and physical well-being of more than 15,000 children and families each year. These children are often society's most at-risk, many experiencing abuse, neglect or trauma, and a disrupted family life. Our dedicated team of skilled professionals ensures that each child has safe surroundings, loving relationships, and a secure path toward tomorrow. As the oldest child welfare agency in America, we have maintained this commitment for more than 200 years. Because every child deserves happiness, and no child should go through life alone.

The Home was established in 1799 and is headquartered in Boston. In April 2020, Wediko successfully merged with The Home. The merger brings together two organizations with long and rich histories of service to vulnerable children and families. Established in 1934, Wediko works with students who have faced repeated obstacles in their lives due to a broad spectrum of social, emotional, behavioral, and learning challenges. With this growth, the Home now has programs in Massachusetts, New Hampshire, and New York, providing care and support for children from birth to age 26 through over twenty-five innovative programs including, Foster Care and Adoption, Behavioral Health and Clinical Services, Residential Care, Special Education Care and Young Adult Programs. We are one of the first to open a LGBTQ+ group home and the largest provider of mental health services in Boston Public Schools.

The Home partners with state agencies, private organizations, medical providers, court systems, and other community agencies to ensure our clients' needs are met. We are dedicated to meeting those needs and delivering services at the home, in the community or at our facilities and aim to support clients to thrive after services have concluded.



Financial Statements
The Home for Little Wanderers
June 30, 2021 and 2020



THE HOME FOR LITTLE WANDERERS

Financial Statements

Table of Contents

Financial Statements:

Independent Auditors' Report	1-2
Statements of Financial Position	3
Statements of Activities	4
Statements of Functional Expenses	5
Statements of Cash Flows	6
Notes to Financial Statements	7-25



Mayer Hoffman McCann P.C.
500 Boylston Street ■ Boston, MA 02116
Main: 617.761.0600 ■ Fax: 617.761.0601
www.cbiz.com/newengland

Independent Auditors' Report

The Board of Directors
The Home for Little Wanderers
Boston, Massachusetts

We have audited the accompanying financial statements of The Home for Little Wanderers (the "Home"), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses and cash flows for the years 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 audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 Home for Little Wanderers as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Maye Hoffman McCann P.C.

February 15, 2022
Boston, Massachusetts

THE HOME FOR LITTLE WANDERERS

Statements of Financial Position

June 30,

	2021	2020
Assets		
Current assets:		
Cash and cash equivalents	\$ 1,805,372	\$ 886,509
Cash - restricted funds	68,328	79,954
Accounts receivable, net of allowance for doubtful accounts of \$549,432 and \$722,791 at June 30, 2021 and 2020, respectively	9,318,312	6,664,498
Contributions and grants receivable, net	535,283	219,043
Investment income receivable	21,317	31,180
Investments	3,600,000	3,700,000
Prepaid expenses and other current assets	<u>1,778,666</u>	<u>922,740</u>
Total current assets	17,127,278	12,503,924
Contributions and grants receivable, net	352,242	17,858
Investments	75,367,704	67,294,656
Beneficial interest in perpetual trusts	16,193,947	13,456,073
Property, plant and equipment, net	<u>39,313,505</u>	<u>40,936,866</u>
Total assets	<u>\$ 148,354,676</u>	<u>\$ 134,209,377</u>
Liabilities and Net Assets		
Current liabilities:		
Line of credit	\$ 6,114,742	\$ 4,324,456
Current portion of long-term debt	1,143,333	1,127,032
Accounts payable, accrued expenses, and other current liabilities	7,162,018	7,187,609
Client funds	<u>46,657</u>	<u>56,909</u>
Total current liabilities	14,466,750	12,696,006
Long-term debt, net of current portion	17,824,778	19,753,638
Other liabilities	<u>780,312</u>	<u>701,185</u>
Total liabilities	<u>33,071,840</u>	<u>33,150,829</u>
Net assets:		
Without donor restrictions	57,950,522	51,898,531
With donor restrictions	<u>57,332,314</u>	<u>49,160,017</u>
Total net assets	<u>115,282,836</u>	<u>101,058,548</u>
Total liabilities and net assets	<u>\$ 148,354,676</u>	<u>\$ 134,209,377</u>

See accompanying notes to the financial statements.

THE HOME FOR LITTLE WANDERERS

Statements of Activities

Years Ended June 30,

	2021			2020		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues and other support:						
Program revenue	\$ 52,567,286	\$ -	\$ 52,567,286	\$ 39,740,561	\$ -	\$ 39,740,561
Contributions	8,067,479	1,004,384	9,071,863	6,663,272	2,046	6,665,318
Utilization of board approved spending policy	3,700,000	-	3,700,000	3,800,000	-	3,800,000
In-kind revenue	118,178	-	118,178	94,856	-	94,856
Other operating revenue	59,428	-	59,428	9,214	-	9,214
Net assets released from restrictions	228,277	(228,277)	-	138,887	(138,887)	-
Total revenues and other support	64,740,648	776,107	65,516,755	50,446,790	(136,841)	50,309,949
Operating expenses:						
Programs	56,527,777	-	56,527,777	46,549,847	-	46,549,847
Administrative and general	8,652,064	-	8,652,064	7,946,129	-	7,946,129
Fundraising	2,079,776	-	2,079,776	2,017,081	-	2,017,081
Total operating expenses	67,259,617	-	67,259,617	56,513,057	-	56,513,057
Change in net assets from operations	(2,518,969)	776,107	(1,742,862)	(6,066,267)	(136,841)	(6,203,108)
Non-operating income (expense):						
Net investment return	8,382,474	10,852,004	19,234,478	900,318	572,704	1,473,022
Board approved spending policy appropriation	(744,186)	(2,955,814)	(3,700,000)	(1,071,122)	(2,728,878)	(3,800,000)
Bequests	604,113	-	604,113	269,044	-	269,044
Other non-operating expenses	(171,441)	-	(171,441)	(41,054)	-	(41,054)
Total non-operating income (expense)	8,070,960	7,896,190	15,967,150	57,186	(2,156,174)	(2,098,988)
Change in net assets before changes related to acquisition of Wediko and fund re-designation	5,551,991	8,672,297	14,224,288	(6,009,081)	(2,293,015)	(8,302,096)
Endowment fund re-designation	500,000	(500,000)	-	-	-	-
Inherent contribution in acquisition of Wediko	-	-	-	2,620,896	69,724	2,690,620
Change in net assets	6,051,991	8,172,297	14,224,288	(3,388,185)	(2,223,291)	(5,611,476)
Net assets, beginning of year	51,898,531	49,160,017	101,058,548	55,286,716	51,383,308	106,670,024
Net assets, end of year	\$ 57,950,522	\$ 57,332,314	\$ 115,282,836	\$ 51,898,531	\$ 49,160,017	\$ 101,058,548

See accompanying notes to the financial statements.

THE HOME FOR LITTLE WANDERERS

Statements of Functional Expenses

Years Ended June 30,

	2021				2020			
	Programs	Administrative and General	Fundraising	Totals	Programs	Administrative and General	Fundraising	Totals
Operating expenses:								
Salaries and wages	\$ 35,621,038	\$ 4,270,253	\$ 1,088,066	\$ 40,979,357	\$ 28,639,646	\$ 3,662,533	\$ 1,007,817	\$ 33,309,996
Payroll taxes and employee benefits	8,152,347	980,591	247,904	9,380,842	6,951,797	933,154	249,472	8,134,423
Total salaries and related benefits	43,773,385	5,250,844	1,335,970	50,360,199	35,591,443	4,595,687	1,257,289	41,444,419
Depreciation and amortization	2,134,706	295,450	29,983	2,460,139	1,831,523	260,484	34,467	2,126,474
Equipment repairs and replacements	2,004,503	521,488	44,564	2,570,555	1,972,434	560,339	96,767	2,629,540
Client expenses	1,080,404	-	-	1,080,404	1,213,338	-	655	1,213,993
Professional fees	280,671	978,636	88,855	1,348,162	143,021	930,872	37,521	1,111,414
Rent	1,007,958	344,675	88,309	1,440,942	786,849	382,750	106,741	1,276,340
Food and other program supplies	2,396,692	63,923	386	2,461,001	1,369,104	42,110	163	1,411,377
Utilities	1,093,401	66,843	10,649	1,170,893	992,819	65,326	12,867	1,071,012
Transportation	250,818	25,901	1,022	277,741	370,693	41,499	5,556	417,748
Insurance	634,154	72,802	12,477	719,433	642,904	123,957	16,329	783,190
Other expenses	79,933	104,982	27,803	212,718	251,185	249,792	34,543	535,520
Office expense	13,174	154,225	278,588	445,987	95,182	184,827	216,110	496,119
Contracted services	225,561	378,264	41,966	645,791	342,870	212,600	6,016	561,486
Interest	493,292	315,270	-	808,562	504,022	284,372	-	788,394
Bad debts	521,462	-	15,000	536,462	281,664	-	775	282,439
Special events	1,109	-	100,582	101,691	10,262	83	188,726	199,071
Advertising	211,810	78,761	3,622	294,193	149,584	11,431	2,556	163,571
Subcontracted direct services	324,744	-	-	324,744	950	-	-	950
Total operating expenses	56,527,777	8,652,064	2,079,776	67,259,617	46,549,847	7,946,129	2,017,081	56,513,057
Non-operating expenses:								
Other non-operating expenses	-	171,441	-	171,441	-	41,054	-	41,054
Total non-operating expenses	-	171,441	-	171,441	-	41,054	-	41,054
Total expenses	\$ 56,527,777	\$ 8,823,505	\$ 2,079,776	\$ 67,431,058	\$ 46,549,847	\$ 7,987,183	\$ 2,017,081	\$ 56,554,111

THE HOME FOR LITTLE WANDERERS

Statements of Cash Flows

Years Ended June 30,

	2021	2020
Cash flows from operating activities:		
Change in net assets before changes related to acquisition of Wediko	\$ 14,224,288	\$ (8,302,096)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	2,423,693	2,124,675
Amortization of debt issuance costs	36,446	4,562
Realized and unrealized (gains) losses from investments	(16,154,014)	581,561
Donated securities	58,452	58,452
Proceeds from sales of donated securities	(58,452)	(58,452)
Bad debt expense	536,462	282,439
Change in:		
Accounts receivable	(3,190,276)	(1,372,304)
Contributions and grants receivable	(650,624)	41,630
Investment income receivable	9,863	13,006
Prepaid expenses and other current assets	(855,926)	387,966
Accounts payable, accrued expenses, and other current liabilities	(25,591)	690,742
Client funds	(10,252)	7,880
Other liabilities	79,127	125,977
Net cash used in operating activities	<u>(3,576,804)</u>	<u>(5,413,962)</u>
Cash flows from investing activities:		
Purchase of investments	(4,084,043)	(33,123,000)
Proceeds from sale of investments	9,527,135	45,399,227
Purchases of property and equipment	(800,332)	(2,120,702)
Cash assumed from acquisition of Wediko	-	663,014
Net cash provided by investing activities	<u>4,642,760</u>	<u>10,818,539</u>
Cash flows from financing activities:		
Net change in borrowings under line of credit	1,790,286	(4,020,511)
Debt issuance costs	(38,305)	(103,246)
Repayment of long-term debt	(1,910,700)	(571,535)
Net cash used in financing activities	<u>(158,719)</u>	<u>(4,695,292)</u>
Net change in cash and cash equivalents	907,237	709,285
Cash, cash equivalents and restricted cash, beginning	966,463	257,178
Cash, cash equivalents and restricted cash, ending	<u>\$ 1,873,700</u>	<u>\$ 966,463</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	\$ 813,925	\$ 789,025

See Note 12 for additional non-cash investing activities related to the acquisition of Wediko in 2020.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies

Nature of Activities

The Home for Little Wanderers (the "Home") is a Massachusetts based not-for-profit organization whose mission is to ensure the healthy behavioral, emotional, social, and educational development and physical well-being of children and families living in at-risk circumstances.

A summary of significant accounting policies follows:

Classification and Reporting of Net Assets

The financial statements of the Home have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America which requires that information regarding its financial position and activities are reported based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions - Net assets available for general use and not subject to donor restrictions. The Board of Directors has designated amounts from net assets without donor restrictions to function as endowment. Net assets without donor restrictions also include the investment in property, plant and equipment, net of accumulated depreciation and related debt.

Net Assets With Donor Restrictions - Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature that may or will be met, either by the passage of time or the events specified by the donor. Other donor-imposed restrictions are perpetual in nature, in which the donor stipulates that resources be maintained in perpetuity. Restrictions that are permanent in nature may also include investment earnings on certain investments as stipulated by donor restrictions, as well as gains and losses from beneficial interests in perpetual trusts. Unexpended gains on endowments are also included in this category until appropriated for expenditure by the Board.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Home considers all highly liquid investments purchased with a maturity date of three months or less to be cash equivalents. Cash and cash equivalents held by investment managers are considered part of investments.

The Home maintains its cash in bank deposit accounts that, at times, may exceed federally insured limits. The Home has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Accounts Receivable

The Home records accounts receivable at estimated net realizable value when there is an unconditional right to consideration. Accounts receivable consist primarily of amounts related to grants and contracts from state and local governments and amounts due from third-party payor sources. Grants and contracts receivable are carried at the original invoice amount less amounts covered by other sources.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Accounts Receivable (Continued)

Management estimates the allowance for doubtful accounts based on history of collections and knowledge acquired about specific terms. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded when received. An account is considered uncollectible when all efforts to collect the account have been exhausted. Interest is not charged on accounts receivable.

Investments

Investments are carried at fair value. Fair value is determined as per the fair value measurements policy in this section.

Net investment return is reported in the statements of activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses. Investment returns are allocated ratably to the funds that underlie the investments.

Fair Value Measurements

The Home reports required types of financial instruments in accordance with the fair value standards of accounting. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. These standards require an entity to maximize the use of observable inputs (such as quoted prices in active markets) and minimize the use of unobservable inputs (such as appraisals or valuation techniques) to determine fair value. In addition, the Home reports certain investments using the net asset value ("NAV") per share as determined by investment managers under the so called "practical expedient." The practical expedient allows NAV per share to represent fair value for reporting purposes when the criteria for using this method are met.

Instruments measured and reported at fair value other than those at NAV are classified and disclosed in one of the following categories:

Level 1 – Inputs are quoted prices in active markets for identical assets or liabilities that the Home has the ability to access at measurement date.

Level 2 – Inputs are other than quoted prices included in Level 1 that are either directly or indirectly observable.

Level 3 – Inputs are unobservable for the instrument and include situations where there is little, if any, market activity for the instrument. The inputs into the determination of fair value require significant management judgment or estimation.

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level of input that is significant to the fair value measurement in its entirety.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Fair Value Measurements (Continued)

It is possible that redemption rights may be restricted or eliminated by investment managers in the future in accordance with the underlying fund agreements. Market price is affected by a number of factors, including the type of instrument and the characteristics specific to the instrument. Instruments with readily available active quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observable inputs and a lesser degree of judgment used in measuring fair value. It is reasonably possible that change in values of these instruments will occur in the near term and that such changes could materially affect amounts reported in these financial statements.

Beneficial Interests in Perpetual Trusts

Beneficial interest in perpetual trusts are carried at fair value. Fair value is determined as per the fair value measurements policy in this section which at times includes the use of actuarial methods. These amounts are held by third party trustees and are considered to be restricted in perpetuity given that the Home does not have control over distributions from these trusts. Distributions to the Home are reported as contribution revenue without restrictions.

Property, Plant and Equipment

Property, plant and equipment acquisitions are recorded at cost or, if donated, at fair value on the date of donation when such items have an expected future life of greater than one year and the amount is greater than a management established capitalization threshold. Fair value of any donated land, buildings and equipment is recorded using a Level 3 market approach as per the fair value policies in this section. Also included in property, plant and equipment are costs associated with construction in progress. The Home capitalizes costs incurred in connection with various ongoing projects until such projects are completed at which time those costs are then reclassified to the appropriate fixed asset account. Expenditures for major renewals and improvements are capitalized, while expenditures for maintenance and repairs are expensed as incurred.

Depreciation and amortization of property, plant and equipment are provided over the estimated useful lives of the respective assets on a straight-line basis as follows:

	Years
Buildings and improvements	10-40
Leasehold improvements	Lesser of 10 years or life of lease
Computer and software	3
Furniture and equipment	3-10
Motor vehicles	5

Included in buildings and improvements are tenant improvements associated with an existing lease, with a corresponding liability recorded for the related tenant improvement allowance included in other liabilities. The asset and related liability are depreciated over the life of the lease.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Endowment Assets

The Board has interpreted Massachusetts General Law as requiring investment earnings on net assets with donor restrictions that are permanent in nature to be retained in a restricted net asset classification until appropriated by the Board and expended. Massachusetts General Law allows the Board to appropriate for expenditure as much of the endowment fund as the Home determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established. The Home shall act in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and shall consider, if relevant, the following factors: the duration and preservation of the endowment fund; the purposes of the Home and the endowment fund; general economic conditions; the possible effect of inflation or deflation; the expected total return from income and the appreciation of investments; other resources of the Home; and the investment policy of the Home.

The Home has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Home must hold in perpetuity or for a donor-specified period, as well as Board-designated funds. Endowment assets are invested in equities, mutual funds, fixed income funds, and alternative investments.

The Home's Board adopted a spending rate of 4.5% of the average fair value of the endowment investment portfolio over the preceding thirteen quarters, excluding the beneficial interest in perpetual trusts in 2021 and 2020. Spending approved for fiscal 2022 is \$3,600,000. Distributions from beneficial interests are in addition to these computed amounts. From time to time, the Board may approve additional spending for operations. See Note 10.

Revenue Recognition and Operations

Revenues are reported as increases in net assets without donor restrictions unless use of the related asset is limited by donor-imposed restrictions. Under accounting standards, revenue may be earned under exchange transactions or contribution transactions as follows:

Earned Support

Exchange transactions are measured via a principles-based process that requires the entities: 1) identify the contract with the customer; 2) identify the performance obligations in the contract; 3) determine the transaction prices; 4) allocate the transaction price to the performance obligations; and 5) recognize revenue when (or as) performance obligations are satisfied. Exchange transaction revenues are under arrangements that are one year or less in length.

The Home reports third party revenue earned in its Clinic and Day Care programs net of contractual adjustments to the Home's usual and customary rates, as well as an adjustment based on historical and industry collection standards in order to report net realizable revenue from these programs.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Revenue Recognition and Operations (Continued)

Earned Support (Continued)

Investment returns are reported as increases or decreases in net assets with donor restrictions until appropriated to net assets without donor restrictions under the board approved spending policy.

Contributed Support

Program revenue and contributions are considered contributed support.

Program revenue consists of cost-reimbursement and unit rate grants, contracts and tuition from state and local agencies that are considered conditional contributions in that a barrier to entitlement must be met prior to the Home having a right to the related resources. The Home recognizes revenue when it has met the barrier to entitlement such as meeting a service delivery requirement, matching provision or incurring specified qualifying expenses in accordance with a framework of allowable costs or other barriers as stipulated in the grants and contracts such as performance requirements and/or the incurrence of allowable qualifying expenses. The Home bills funding sources primarily on a monthly basis following the month in which expenses have been incurred or services rendered to a client subject to the limits provided for in those grants and contracts. If amounts are received in advance of meeting a barrier to entitlement, such amounts are considered refundable advances.

The Home is subject to the regulations and rate formulas of the Massachusetts Executive Office for Administration and Finance Operational Services Division. Revenue is recorded by the individual programs either at the rate approved under negotiated contracts or at the rate of reimbursement as certified by the Massachusetts Operational Services Division. Excess of revenue over expenses from Commonwealth of Massachusetts supported programs, up to certain defined limits, can be utilized by the Home for expenditures in accordance with its exempt purposes provided such expenditures are reimbursable under the Operational Services Division regulations. Amounts in excess of these limits are subject to negotiated use or potential recoupment and are reported as a liability.

Contributions, including unconditional promises to give, are recorded as revenues as either without or with donor restrictions in the period verifiably committed by the donor. Contributions of assets other than cash are recorded as per the fair value policies included elsewhere in this section. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of the estimated future cash flows using a risk adjusted discount rate depending on the time period involved. Amortization of the discount is included in contribution revenue in accordance with the donor-imposed restrictions, if any, on the contributions. Contributions with donor-imposed restrictions that can be met through the passage of time or upon the incurring of expenses consistent with the purposes are recorded as net assets with donor restrictions and reclassified to net assets without donor restrictions and reported as "net assets released from restrictions" when such time or purpose restrictions have been satisfied. Donor-restricted contributions whose restrictions are met in the same reporting period are presented as unrestricted support.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Revenue Recognition and Operations (Continued)

Contributed Support (Continued)

Contributions received under \$10,000 with donor-imposed restrictions are reported as revenues of the net assets without donor restrictions category, however, donor-imposed restrictions are fulfilled in all cases regardless of reporting treatment. Contributions received over \$10,000 with donor-imposed restrictions are reported as revenues of the net assets with donor restrictions category.

The Home recognizes special events and fundraising revenue equal to the fair value of direct benefits to donors and contribution income for the excess received when the event takes place.

The Home recognizes support in the form of donated services as per the fair value policies included elsewhere in this section using Level 3 methods on the date the services are provided if the services create or enhance nonfinancial assets or the services are provided by persons possessing certain skills that would typically need to be purchased if not provided by donation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Operating and Non-operating Activity

The statements of activities report the change in net assets from operating and non-operating activities. Operating revenues consist of items attributable to the Home's program services, certain contributions, certain amounts utilized under the Home's spending policy and other sources. Non-operating activities include any investment return net of the spending policy, bequests, non-operating related contributions and certain other non-operating revenues and expenses.

Functional Allocation of Expenses

The costs of providing the various programs and activities and supporting services have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Depreciation of plant assets and operation and maintenance of plant expenses have been allocated to functional classifications based on square footage of facilities. Interest expense is allocated based on the functional purpose for which debt proceeds were used. Other costs have been allocated based on time and effort percentages.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Income Tax

The Home is organized as a public charity under Section 501(c)(3) of the Internal Revenue Code and is generally exempt from Federal and state income taxes. Accordingly, no provision for income taxes is made in the financial statements.

Uncertain Tax Positions

The Home accounts for the effect of any uncertain tax positions based on a “more likely than not” threshold to the recognition of the tax positions being sustained based on the technical merits of the position under scrutiny by the applicable taxing authority. If a tax position or positions are deemed to result in uncertainties of those positions, the unrecognized tax benefit is estimated based on a “cumulative probability assessment” that aggregates the estimated tax liability for all uncertain tax positions. Interest and penalties assessed, if any, are accrued as income tax expense. The Home has identified its tax status as a tax-exempt entity and its determination as to its income being related or unrelated as its only significant tax positions. However, the Home has determined that such tax positions do not result in an uncertainty requiring recognition. The Home is not currently under examination by any taxing jurisdiction. The Home’s Federal and state tax returns are generally open for examination for three years following the date filed.

Future Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board issued Accounting Standards Update (“ASU”) No. 2016-02, *Leases*, which requires a lessee to recognize a right-of-use asset and a lease liability for all leases, initially measured at the present value of the lease payments, in its statement of financial position. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal year ending June 30, 2023 for the Home. The Home is evaluating the impact of the new guidance on the financial statements.

Management believes that other pending accounting standards would have limited impact on the Home and, accordingly, have not outlined those standards here.

Subsequent Events

The Home evaluated subsequent events through February 15, 2022, the date on which the financial statements were available to be issued.

Note 2 - Liquidity and Availability

The Home regularly monitors liquidity to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. The Home has various sources of liquidity at its disposal, including cash and cash equivalents, marketable debt and equity securities and a line of credit.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 2 - Liquidity and Availability (Continued)

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

Although not expected to be needed, the spendable yet restricted portion of the Home's net assets could be used to meet cash needs if necessary. Prudent investment management, however, must be considered to ensure the preservation of the funds for future use.

The following table shows the financial assets held by the Home that are available within one year of the statement of financial position date to meet general expenditures:

	2021	2020
Financial assets available to meet general expenditures over the next 12 months:		
Cash and cash equivalents	\$ 1,805,372	\$ 886,509
Accounts receivable, net	9,318,312	6,664,498
Contributions and grants receivable, net	535,283	219,043
Investment income receivable	21,317	31,180
Endowment spending rate distribution and appropriations	3,600,000	3,700,000
Approved supplemental spending draw on board-designated funds	<u>-</u>	<u>2,000,000</u>
Total financial assets available to meet general expenditures over the next 12 months	<u>\$ 15,280,284</u>	<u>\$ 13,501,230</u>

Note 3 - Contributions and Grants Receivable

Contributions and grants receivable are as follows at June 30:

	2021	2020
Less than one year	\$ 554,277	\$ 229,043
One to five years	<u>352,242</u>	<u>17,858</u>
	906,519	246,901
Less unamortized discount and allowance	<u>(18,994)</u>	<u>(10,000)</u>
	887,525	236,901
Less current portion	<u>(535,283)</u>	<u>(219,043)</u>
Contributions and grants receivable, net of current portion	<u>\$ 352,242</u>	<u>\$ 17,858</u>

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 4 - Investments and Fair Value Measurements

Investments and fair value items are as follows at June 30:

	2021			
	Level 1	Level 3	Investments Measured at NAV	Total
Assets				
Marketable equity securities and equity mutual funds:				
International equities	\$ 15,860,464	\$ -	\$ -	\$ 15,860,464
Domestic equities	28,901,911	-	-	28,901,911
Mutual funds	98,919	-	-	98,919
Cash equivalents	295,311	-	-	295,311
U.S. government and debt obligations and fixed income mutual funds	20,246,025	-	-	20,246,025
Alternative investments:				
Global private equity fund	-	-	677,968	677,968
Structured credit fund	-	-	3,122,721	3,122,721
Core property fund	-	-	6,075,184	6,075,184
Private asset fund	-	-	3,689,201	3,689,201
Total investments	65,402,630	-	13,565,074	78,967,704
Beneficial interest in perpetual trusts	-	16,193,947	-	16,193,947
Total items reported on a recurring basis at fair value	\$ 65,402,630	\$ 16,193,947	\$ 13,565,074	\$ 95,161,651

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 4 - Investments and Fair Value Measurements (Continued)

	2020			
	Level 1	Level 3	Investments Measured at NAV	Total
Assets				
Marketable equity securities and equity mutual funds:				
International equities	\$ 17,979,766	\$ -	\$ -	\$ 17,979,766
Domestic equities	21,638,053	-	-	21,638,053
Mutual funds	42,079	-	-	42,079
Cash equivalents	362,156	-	-	362,156
U.S. government and debt obligations and fixed income mutual funds	18,646,516	-	-	18,646,516
Alternative investments:				
Global private equity fund	-	-	1,315,230	1,315,230
Structured credit fund	-	-	2,021,503	2,021,503
Core property fund	-	-	5,829,157	5,829,157
Private asset fund	-	-	3,160,196	3,160,196
Total investments	58,668,570	-	12,326,086	70,994,656
Beneficial interest in perpetual trusts	-	13,456,073	-	13,456,073
Total items reported on a recurring basis at fair value	\$ 58,668,570	\$ 13,456,073	\$ 12,326,086	\$ 84,450,729

Unfunded commitments related to alternative investments were \$7,195,096 and \$8,052,140 for the years ended June 30, 2021 and 2020, respectively.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 4 - Investments and Fair Value Measurements (Continued)

The changes in assets measured at fair value for which the Home has used Level 3 inputs to determine fair value, which is limited to beneficial interests in trusts, are as follows as of June 30:

	2021	2020
Beginning of year	\$ 13,456,073	\$ 13,605,448
Investment activity:		
Change in fair value	3,859,272	459,723
Distributions	<u>(1,121,398)</u>	<u>(609,098)</u>
End of year	<u>\$ 16,193,947</u>	<u>\$ 13,456,073</u>

Investments equal to the upcoming year's Board approved spending policy of \$3,600,000 and \$3,700,000 as of June 30, 2021 and 2020, respectively, are classified as current in the accompanying statements of financial position. These amounts are reflected as current assets because they represent the draw from investments to fund the Home's operations in the subsequent fiscal year. Since the remaining amount of investments is intended for long-term investment purposes, these investments are classified as long-term assets.

Investment return is comprised of the following for the years ended June 30:

	2021	2020
Interest and dividend income	\$ 3,518,757	\$ 2,473,893
Net realized and unrealized gains (losses)	16,154,014	(581,561)
Investment fees	<u>(438,293)</u>	<u>(419,310)</u>
Total investment return, net	19,234,478	1,473,022
Less amount availed per endowment spending policy	<u>(3,700,000)</u>	<u>(3,800,000)</u>
Investment return, net of amounts availed	<u>\$ 15,534,478</u>	<u>\$ (2,326,978)</u>

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 5 - Property, Plant and Equipment

Property, plant and equipment is as follows at June 30:

	2021	2020
Land and improvements	\$ 2,467,326	\$ 2,463,031
Buildings and improvements	46,827,576	46,807,226
Leasehold improvements	3,159,604	3,159,604
Furniture and equipment	8,234,409	8,149,383
Motor vehicles	218,095	218,095
Assets held for sale	246,000	246,000
Construction in progress	<u>2,002,955</u>	<u>1,245,359</u>
	63,155,965	62,288,698
Less accumulated depreciation and amortization	<u>(23,842,460)</u>	<u>(21,351,832)</u>
	<u>\$ 39,313,505</u>	<u>\$ 40,936,866</u>

The estimated remaining costs committed to complete construction in progress amounted to approximately \$286,000 and will be completed in fiscal year 2022.

Note 6 - Line of Credit

The Home has an unsecured line of credit with a financial institution with a maximum borrowing limit of \$10,000,000, subject to renewal in February of each year. The line is payable on demand with interest payable monthly equal to the LIBOR Advantage Rate plus 1.95% (2.05% and 2.11% at June 30, 2021 and 2020, respectively). The line of credit agreement requires the Home to maintain certain financial and administrative covenants. See Note 7.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 7 - Long-Term Debt

Long-term debt consists of the following at June 30:

	2021	2020
Massachusetts Development Finance Agency privately placed fixed rate bonds, collateralized by certain real property with interest at a fixed rate of 3.45% and a maturity date of March 1, 2037. The bonds are subject to certain financial and administrative covenants.	\$ 8,835,000	\$ 9,345,000
Term loan to reimburse construction related costs associated with a certain project up to \$6,400,000, collateralized by a percentage of the Home's investments as defined in the agreement, with interest payable at one-month LIBOR plus 1% (1.10% and 1.16% as of June 30, 2021 and 2020, respectively) and a maturity date of July 1, 2025. The loan is subject to certain financial and administrative covenants.	4,946,726	5,962,872
Note payable to repay a portion of existing notes assumed as part of the Wediko acquisition, collateralized by certain investments and real property with interest at a fixed rate of 3.28% and a maturity date of April 25, 2025. The note is subject to certain financial and administrative covenants.	2,657,632	2,912,355
New Hampshire HEFA mortgage note payable, collateralized by certain real property with interest at a fixed rate of 3.12% and a maturity date of September 1, 2037. The note is subject to certain financial and administrative covenants.	2,677,397	2,800,952
Auto loan payable, collateralized by certain real property. The loan does not bear interest and has a maturity date of July 1, 2025.	25,629	31,905
	19,142,384	21,053,084
Less: debt issuance costs, net of amortization	(174,273)	(172,414)
Less: current portion	(1,143,333)	(1,127,032)
Long-term debt, net of current portion	\$ 17,824,778	\$ 19,753,638

Unamortized bond issuance costs are being amortized using the straight-line method through the final maturity date of each respective bond issue.

The Home did not meet certain financial covenants as of June 30, 2021 and non-financial covenants as of June 30, 2021 and 2020. As such, the Home obtained waivers from the lender as of those dates. Management expects to be able to keep its financing arrangements in place over time, however the Home maintains sufficient liquidity should payment be required.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 7 - Long-Term Debt (Continued)

Scheduled maturity dates of long-term debt over the next five years and in the aggregate are as follows for the years ending June 30:

2022	\$	1,143,333
2023		1,168,590
2024		1,191,623
2025		1,210,854
2026		4,981,082
Thereafter		<u>9,446,902</u>
	\$	<u>19,142,384</u>

Note 8 - Operating Lease Commitments

The Home leases equipment, vehicles and office space from unrelated third parties under operating lease agreements through September 2028. Certain of the leases provide for additional rent associated with increases in operating costs. Total rent and other lease expense under all lease agreements was \$1,665,349 and \$1,512,413 for the years ended June 30, 2021 and 2020, respectively.

Future minimum annual lease payments over the next five years and in the aggregate are as follows for the years ending June 30:

2022	\$	1,382,086
2023		947,168
2024		820,751
2025		449,129
2026		129,714
Thereafter		<u>300,333</u>
	\$	<u>4,029,181</u>

Note 9 - Retirement Plans

The Home has a qualified 403(b) tax deferred retirement plan which covers substantially all of its employees. The Home makes matching contributions of 100% of employee deferrals, up to a maximum of 3% of annual salary subject to legal limits. Expenses under this plan were approximately \$324,000 and \$509,000 for the years ended June 30, 2021 and 2020, respectively. Effective January 1, 2021 through June 30, 2021, the Home suspended employer contributions to the plan.

The Home also has a non-qualified deferred compensation plan under Sections 457(b) and 457(f) of the Internal Revenue Code for a key employee. Contributions to these plans totaled \$26,181 and \$25,375 for the years ended June 30, 2021 and 2020, respectively. The fair value of the investments and liabilities under these plans was \$98,920 and \$42,753 at June 30, 2021 and 2020, respectively, and is included within investments and other liabilities on the statements of financial position.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 10 - Net Assets and Endowment Matters

Net Assets Without Donor Restrictions

Net assets without donor restrictions are composed of the following at June 30:

	2021	2020
Net investment in property and equipment	\$ 20,345,394	\$ 20,056,196
Board-designated funds	<u>37,605,128</u>	<u>31,842,335</u>
Total net assets without donor restrictions	<u>\$ 57,950,522</u>	<u>\$ 51,898,531</u>

Board-designated funds are stated net of the expected supplemental draw approved for the upcoming year and past operating deficits.

Net assets with donor restrictions are composed of the following at June 30:

	2021	2020
Gifts restricted to program operations	\$ 1,024,069	\$ 178,238
Endowment funds:		
Accumulated unspent returns on endowment funds	28,875,558	23,801,066
Endowments requiring one-half of investment income to be added to original gift and balance to general support	3,338,845	3,255,020
Other special endowments, income restricted for various program purposes of the Home	2,369,576	2,939,301
General support endowments	<u>5,530,319</u>	<u>5,530,319</u>
Total endowment funds	40,114,298	35,525,706
Beneficial interest in perpetual trusts	<u>16,193,947</u>	<u>13,456,073</u>
	<u>\$ 57,332,314</u>	<u>\$ 49,160,017</u>

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 10 - Net Assets and Endowment Matters (Continued)

Net Assets With Donor Restrictions

Net assets were released from donor restrictions by incurring expenses which satisfied the restricted purposes or by the occurrence of events specified by the donors to support program operations in the amount of \$228,277 and \$138,887 for the years ended June 30, 2021 and 2020, respectively.

The spending policy attributable to the endowment was \$2,955,814 and \$2,728,878 for the years ended June 30, 2021 and 2020, respectively.

The following is a summary of endowment net asset composition by type of fund as of June 30, 2021:

	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
Donor-restricted endowment funds	\$ -	\$ 40,114,298	\$ 40,114,298
Board-designated endowment funds	<u>38,502,946</u>	<u>-</u>	<u>38,502,946</u>
	<u>\$ 38,502,946</u>	<u>\$ 40,114,298</u>	<u>\$ 78,617,244</u>

The following is a summary of the changes in endowment net assets for the year ended June 30, 2021:

	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
Endowment net assets as of June 30, 2020	\$ <u>35,234,760</u>	\$ <u>35,525,706</u>	\$ <u>70,760,466</u>
Investment return:			
Net gains on investment transactions	7,568,401	7,222,991	14,791,392
Investment revenue	<u>1,257,326</u>	<u>821,415</u>	<u>2,078,741</u>
	<u>8,825,727</u>	<u>8,044,406</u>	<u>16,870,133</u>
Other changes:			
Spending policy	(744,186)	(2,955,814)	(3,700,000)
Appropriations and other expenses	(5,417,468)	-	(5,417,468)
Contributions	104,113	-	104,113
Endowment re-designation	<u>500,000</u>	<u>(500,000)</u>	<u>-</u>
	<u>(5,557,541)</u>	<u>(3,455,814)</u>	<u>(9,013,355)</u>
Endowment net assets as of June 30, 2021	<u>\$ 38,502,946</u>	<u>\$ 40,114,298</u>	<u>\$ 78,617,244</u>

Included in appropriations and other expenses as of June 30, 2021 and 2020 is \$5,000,000 and \$11,000,000, respectively. These amounts were approved by the Board as additional spending appropriations for operations.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 10 - Net Assets and Endowment Matters (Continued)

Net Assets With Donor Restrictions (Continued)

The following is a summary of endowment net asset composition by type of fund as of June 30, 2020:

	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
Donor-restricted endowment funds	\$ -	\$ 35,525,706	\$ 35,525,706
Board-designated endowment funds	<u>35,234,760</u>	<u>-</u>	<u>35,234,760</u>
	<u>\$ 35,234,760</u>	<u>\$ 35,525,706</u>	<u>\$ 70,760,466</u>

The following is a summary of the changes in endowment net assets for the year ended June 30, 2020:

	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
Endowment net assets as of June 30, 2019	\$ <u>46,169,064</u>	\$ <u>37,462,780</u>	\$ <u>83,631,844</u>
Investment return:			
Net losses on investment transactions	(230,073)	(197,054)	(427,127)
Investment revenue	<u>1,567,768</u>	<u>919,134</u>	<u>2,486,902</u>
	<u>1,337,695</u>	<u>722,080</u>	<u>2,059,775</u>
Other changes:			
Spending policy	(1,071,122)	(2,728,878)	(3,800,000)
Appropriations and other expenses	(11,469,921)	-	(11,469,921)
Contributions	<u>269,044</u>	<u>69,724</u>	<u>338,768</u>
	<u>(12,271,999)</u>	<u>(2,659,154)</u>	<u>(14,931,153)</u>
Endowment net assets as of June 30, 2020	<u>\$ 35,234,760</u>	<u>\$ 35,525,706</u>	<u>\$ 70,760,466</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level the donor requires the Home to retain as a fund of perpetual duration. Deficiencies of this nature are reported in net assets with donor restrictions. The aggregate deficiency between the fair value of the investments of the endowment fund as of June 30, 2021 and 2020 and the level required by donor stipulation was minimal.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 11 - Commitments and Contingencies

There are various legal proceedings pending that involve claims against the Home. These proceedings are, in the opinion of management, routine matters incidental to the normal business conducted by the Home. In the opinion of management, the ultimate disposition of such proceedings is not expected to have a material adverse effect, if any, on the Home's financial position, statements of activities, or cash flows.

Note 12 - Support Associated with COVID-19

Federal and State Grants

The Home applied for funding associated with the Provider Relief Program during fiscal year 2021, resulting in funding received in the amount of approximately \$843,000 throughout the year. The award stipulated that the funds could be used for COVID-19 related costs including personnel, personnel retention costs and other costs incurred prior to June 30, 2022. Such award has been recognized as revenue as costs were incurred during fiscal 2021.

During 2021, the Home was a beneficiary of approximately \$2,770,000 in Coronavirus Relief Fund assistance received through various departments of the Commonwealth of Massachusetts and the State of New Hampshire, all of which was used in the current year to cover additional costs incurred as a result of COVID-19 for the operations of its residential education programs.

Forward Impact

The Organization expects continued impact from COVID-19 associated with revenues and costs, however, the level of impact is uncertain and will be driven by the trends of the pandemic, consumer behavior, regulatory requirements, along with other factors. The remaining funding as noted above will be available to mitigate such impact, however, the impacts may be greater than the funding available.

Note 13 - Acquisition

On February 4, 2020, the Board of Directors of the Home voted to authorize the acquisition of Wediko Children's Services ("Wediko"). The transaction was completed on April 1, 2020, with Wediko dissolved and merged into the Home. The transaction was subject to acquisition accounting under GAAP as required. No consideration was transferred by the Home as part of the change in control.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 13 - Acquisition (Continued)

At April 1, 2020 and for the period then ended, Wediko had total assets of \$11,038,640, total net assets of \$2,690,620, total revenue of \$10,112,118 and total expenses of \$12,302,093. As a result of assets acquired exceeding liabilities acquired, an inherent contribution was recorded on the statements of activities totaling \$2,690,620. Following is a summary of the fair value of the assets and liabilities acquired from Wediko on April 1, 2020, the acquisition date:

Assets:	
Cash and cash equivalents	\$ 663,013
Accounts receivable	2,092,447
Prepaid expenses and other current assets	88,863
Fixed assets, net	<u>8,194,317</u>
Total assets	<u>\$ 11,038,640</u>
 Liabilities:	
Accounts payable, accrued expenses and other current liabilities	\$ 1,492,462
Debt	<u>6,855,558</u>
Total liabilities	8,348,020
 Net assets acquired	 <u>2,690,620</u>
 Total liabilities and net assets	 <u>\$ 11,038,640</u>



HLW Board of Directors and Affiliations FY22

1	April Anderson	Board of Directors
2	Katie Bouton	<i>Founder & CEO</i> Koya Leadership Partners
3	Lauren Coyne	Board of Directors
4	Renee Connolly	Head of Communications and Corporate Responsibility <i>MilliporeSigma</i>
5	Scott FitzGerald	<i>Executive Vice President</i> State Street Sector Solutions Americas
6	Deborah Gray <i>Secretary</i>	<i>General Counsel</i> The Achievement Network
7	Damon Hart	<i>Senior Vice President, Deputy General Counsel</i> Liberty Mutual Insurance
8	Beth Johnson	<i>Chief Marketing Officer and Head of Virtual Channels</i> Citizens Bank Financial Group
9	Jeff Keffer	<i>Chief Executive Officer and President</i> Longview Power
10	Stephen M. Knightly <i>Treasurer</i>	Board of Directors
11	Kristin Loranger	Board of Directors
12	Tim Miner <i>Chair</i>	<i>President</i> TJX MarMaxx
13	Daniel M. Santaniello	<i>Executive Vice President, Manager of U.S. National Sales</i> Natixis Global Asset Management
14	Bruce Stewart	<i>Managing Director of Strategy</i> Pitcairn Trust Company

15	Andrew Suchoff	Board of Directors
16	Dan Tempesta	<i>Chief Financial Officer and EVP</i> Nuance Communications
17	Andy Wolf	<i>Chief Executive Officer and President</i> Blueport Commerce

Alysse Coffey

EDUCATION & AWARDS:

Colby-Sawyer College, New London, NH

- Bachelors of Science in Child Development May 2012
 - Minor: Psychology
- Leadership Scholarship (2008-2012)
- Scholar's Symposium: Capstone Award

Walden University,

- M.S. in Early Childhood Studies and Leadership January 2015-October 2016

WORK EXPERIENCE:

The Home for Little Wanderers 6/21-present

Hillsboro, NH

Program Director

- Responsible for managing the overall operations of The DCYF After-Hours Central Intake, including hiring, training, and supporting screeners, supervisors, and ancillary staff.
- Responsible for ensuring that the program complies with DCYF rules and regulations.

Dartmouth Hitchcock Medical Center Child Care Center 08/12-6/21

Lebanon, NH

Program Director 6/15- 6/21

- Responsible for fostering an environment that allows children, their families, and staff to develop to their full potential
- Other responsibilities include program management, hiring, leadership and team building, supervision, family communication, enrollment, finances, and conducting as a professional

Program Coordinator 11/13-6/15

- Work with all staff to create a safe and caring environment for the pre-school children of the Center. Collaborate with teachers to plan and implement appropriate early childhood curriculum providing learning experiences using a variety of materials within the overall guidelines set by the Center.
- With the Program Director, assure that teachers maintain records of each child's progress and development and the preparation of reports to be discussed with parents using criteria set by the Center.
- Work with staff and parents to promote understanding of their child's development and encourage parents' participation in the classroom or Center whenever possible. Assist teachers with regular parent teacher conferences.
- Assist the Program Director with determining budget appropriations by doing research for cost effective materials.

Teacher 08/12-11/13

- Set up and develop appropriate activities, equipment, and materials
- Daily record keeping on children to apply to T.S. Gold assessment tool on primaries
- Communicate with parents and co-workers
- Supervise and assure safety and wellbeing of children at all times

Norwood High School 08/10- 08/12

Norwood, MA

Director Small Music Ensemble

- Ages 13-18 years old
- Teach Celtic music to a variety of string musicians and singers
- Prepare group for performances
- Organize events

Aid 05/11-05/12

New London, NH

Care Provider

- Worked with an older women with cognitive and motor disabilities

- Assisted with everyday tasks (feeding, changing: clothes and diaper)
- Aided with movement (crawling)
- Read out loud and played music for her

APPLIED EXPERIENCE : _____

Social Work Intern, Department of Children, Youth and Families 01/12-4/12 Claremont, NH
Assessment Division in Health and Human Services (State of NH)

- Developed knowledge of the legal proceedings and laws governing abuse and neglect allegations
- Conducted home visits to investigate abuse/neglect allegations
- Conducted brief phone interviews with Families and professionals (i.e., schools, physicians)
- Processed client files
- Entered notes into the database and produce documentation for legal cases

Windy Hill School Practicum 07/10-12/10 New London, NH
Teacher

- Ages 3-5 years old; responsibilities (documentation, milestones)
- Developed age appropriate activities that supported children's cognitive, social, and emotional ability
- Collaborated on development of teacher's curriculum
- Aided with lunch and naptime routines

New London Hospital Learning Center Practicum 01/10- 04/10 New London, NH
Teacher

- Ages 3-5 years old; responsibilities (documentation, milestones)
- Aided with lunch and naptime routines
- Assisted with outside play
- Assisted with class time activities (circle time, scheduled activities)

Other: _____

- Member of NAEYC
- Former Public Policy Chair for NHAIEYC
- Peer reviewer for 2014 NAEYC Annual Conference and Expo
- Former Member of Spark NH Policy Committee
- Volunteered at DHMC CHAD (children's hospital)
- Worked on various task force for Early Childhood and Higher Education
- Recipient of Early Learning NH's Early Childhood Champion Award

ALYSSA ROOF

EDUCATION

Southern New Hampshire University Master of Science in Psychology - Forensic Psychology	Expected Graduation 2023
University of New England (Biddeford, Maine) <i>GPA: 3.59/4.0 Cum Laude</i> Bachelor of Arts in Psychology Bachelor of Arts in Political Science (Pre-Law) with a minor in <i>Health, Law, and Policy</i>	Fall 2016 – Spring 2020

WORK EXPERIENCE

Wediko at the Home for Little Wanderers (Windsor, NH) Call Center Supervisor Overseeing after-hours call center shift operation for Wediko Children's Services at the Home for Little Wanderers; documenting and approving reports of child abuse and neglect and working cooperatively with Department of Children, Youth, and Families (DCYF) on-call supervisors and field administrators to request emergency response for emergent child abuse and neglect referrals to ensure the safety of New Hampshire's Youth.	October 2020 – Present
Wediko Children's Services (Windsor, NH) Call Screener Documented reports of child abuse and neglect received via calls, emails, and faxes; reported to and consulted with the shift supervisor to determine if an immediate response from the Department of Children, Youth, and Families (DCYF) on-call supervisors or the field administrator was necessary and referred reporters to New Hampshire Family Resource Centers.	July 2020 – October 2020
Radius Edge Power Skating (Nashua, NH) Head Camp Instructor Oversaw operation of Radius Edge Power Skating summer camps and clinics; managed staff and engaged youth ice hockey athletes in various drills and activities to facilitate the mastery of skating technique and ice hockey-specific skills.	June 2015 – August 2020
Department of Health and Human Services OCFS (Portland, ME) Intern Observed an extended care caseworker with the Department of Health and Human Services (DHHS) Office of Child and Family Services (OCFS) for two semesters while at UNE; established relationships with youth in the greater Portland (ME) area to ensure safety and security as youth work towards self-sufficiency and documenting face-to-face meetings with clients.	September 2019 – May 2020
UNE Department of Political Science (Biddeford, ME) Research Assistant Conducted research for a faculty member in the Political Science Department for one semester while at UNE; gathered and analyzed veiled information about genocide in Libya for a book recently published.	January 2017 - May 2017
UNE Department of Housing (Biddeford, ME) Front Desk Receptionist Oversaw operation of the front desk in one of the dorms on campus for one semester while at UNE; interacted with and answered questions for students, faculty, and staff and handled a variety of administrative tasks.	January 2017 - May 2017

COMMUNITY ENGAGEMENT

St. Andre's Health Care Facility (Biddeford, ME) Volunteer Facilitated weekly activities for the residents of St. Andre's Health Care; worked collaboratively with the staff to ensure residents' safety while participating in enrichment activities and aided residents with completing daily tasks.	January 2018 – March 2020
Keene Girls Ice Hockey (Keene, NH) Assistant Coach Developed and facilitated the implementation of drills and activities to help female ice hockey players improve their skating technique and hockey-specific skills; acted as a mentor to athletes and provided support during games.	October 2016 - February 2017
Gill Elementary School (Gill, MA) Student Teacher Organized and implemented lesson plans aimed at teaching a class of sixth-grade students the fundamental skills necessary for understanding, speaking, and writing in Spanish; established assessment tools to effectively measure students' learning.	January 2016 - May 2016

AWARDS/ LEADERSHIP

University of New England Women's Ice Hockey <i>Standard of Performance Committee</i>	October 2016 – March 2020
New England Hockey Conference <i>All-Conference Academic Team</i>	March 2018 and March 2019
Colonial Hockey Conference <i>All-Conference Academic Team</i>	March 2020
National College Athlete Honor Society <i>Chi Alpha Sigma</i>	May 2020

Arianna Famiglietti

Motivated, results-driven professional with demonstrated success with customer service, customer/vendor relationship management and excellent communication skills.

EXPERIENCE

Wediko Children's Services

2018 – Present

Promoted in 2020 to After Hours Call Supervisor

In addition to previous duties responsibilities include but not limited to:

- Oversee shifts by monitoring phones, emailed and faxed reports by keeping track through updating logs and morning handoffs.
- Relay updates, important information, and report feedback to call screeners.
- Review and edit any new reports taken by screeners to submit for approval by central intake.
- Assist screeners and fellow supervisors with any and all questions and/or concerns.
- Providing feedback and training as needed.
- Take dictation provided via phone reports and email/fax reports of child abuse.
- Compile information regarding family and the incident in brief but detailed report.
- Screen all reports using the DHHS guidelines provided and prioritize all emergent reports to give to supervisors, out of state offices, and law enforcement.
- Provided safety and security in the facility during the overnight shift by monitoring the dorms and performing regular checks.
- Assist dorm staff with bedtime routine and helping the children settle when needed.
- Provide support during the overnight hours to children as needed.
- Document any activity during the overnight hours to morning dorm and school staff.

UPS I-Parcel

2013-2017

Shift Supervisor and Lead Trainer

Responsibilities include but not limited to:

- Provided customer service to end recipients and merchants
- Provided customers with international shipping inquiries
- Acted as a liaison between the end recipient, local delivery agents, and customs agents.
- Assisted new hires by teaching and providing support on software and providing instruction on the current policies

PSNH Manchester NH *US Professionals Staffing*

2014-2014

Customer Service - Temporary Position

Responsibilities include but not limited to:

- Handle inbound customer calls.
- Assist customers in billing and statement inquiries.

- Aid customers by setting up payment plans on past due bills while also awaiting in service outages due to storms.

FW Webb Amherst, NH
Customer Service / Trainer

2013-2013

Responsibilities include but not limited to:

- Assisted in starting up a new call center by writing procedures for various tasks, such as order taking, issuing credits, processing returns, etc.
- Provide customer service to new and existing customers
- Take inbound calls and handle accordingly based on each need by the caller
- Take and process customer orders and or returns
- Assist customers via online chat support/email/phone/fax
- Create daily excel reports for all products on the company website
- Reports include- verifying discontinued items, verifying items net amount is not more than list amount, getting subtotals for each items category to keep on hand total dollar amount of all items, also various other excel reports or competitor research upon request.

Chase Paymentech (JPMorgan Chase) Salem, NH
Merchant Support/ Customer Service Inbound and Outbound

2011-2013

Responsibilities include but not limited to:

- Provided merchants support on billing questions including statement, rates and fees, funding, and minor technical support on terminals
- Updating merchant information on statements, accounting, and tax information on inbound calls. Made outbound calls to merchants who have return mail due to incorrect addresses, and then updating the new information upon getting the correct information

PetEdge Beverly, MA
Customer Service / Sales Agent / Trainer

2009-2011

Responsibilities include but not limited to:

- Handled heavy data entry with various software applications
- Processed inbound sales orders for pet products and grooming products
- Received "outstanding customer service" award within the first 6 months of being with the company
- Assisted customers with return or exchanges due to incorrect orders received
- Assisted product support in imputing data on all new products for upcoming catalogs

ITV Direct Marketing Group Beverly, MA
Business Support Supervisor / Technical Support Representative / Lead Call Center Trainer

2007-2009

Responsibilities include but not limited to:

- Supervisor of department, overseeing call center reps, and handling escalated calls from independent business owners (IBO's)

- Received "Above and Beyond" award recipient for excellent training abilities and customer satisfaction Provided business support for (IBOs) within a multi-level marketing company; assisted IBOs with navigating online and computer-based resources by phone in a professional manner.
- Acted as head trainer for all new hires within department; acted as chat room administrator for IBOs.

**City of Peabody, MA
Recreation Department Leader**

2002–2008

Responsibilities include but not limited to:

- Instructed children and provided direction in youth sports
- Provided one on one counseling as needed
- Provided a safe and educational summer experience for children
- Also assisted with other off-season camps and activities

**VOLUNTEER
City of Peabody /Everest Institute Chelsea, MA/Peabody, MA**

2003–2010

Responsibilities include but not limited to:

- Participating in local recreation events such as local movie nights and acting as scorekeeper for local youth sports activities. Also, I coached incoming freshman in the off seasons to prepare them for the high school sports experience. Gave massages during the Boston Marathon and Hope Relay for Life.

Experience

After-Hours Intake Supervisor

NH Division for Children, Youth and Families (The Home for Little Wanderers) – Hillsboro, NH

March 2020 to *Present*

Review intake workers reports of alleged child abuse/neglect. Research previous history within the agency and gather information for all individuals associated with the report in order to complete a comprehensive summary. Maintain written documentation of all call activities and intake workers reports. Assist in the consult of information obtained by the intake worker and help create a screening recommendation by identifying any presence/absence of Impending Danger threats or alleged abuse/neglect for a need of agency involvement. Responsible for all information received through hospitals, law enforcement or any reporter to complete an assessment of child safety. Utilize interpersonal skills to professionally and respectfully collect behaviorally specific and detailed information.

Junior Staff Accountant

Harbor Care, INC - Nashua, NH

August 2018 to February 2022

Assist with account reconciliations for yearly audit preparations. Create reports and Excel spreadsheets for data reporting and problem-solving. Reconcile monthly checking accounts. Analyze financial information and prepare balance sheets. Coordinate with management and staff to prepare budgets. Ensure compliance with organizational guidelines and procedures. Accurately perform daily reconciliations of cash, check and credit card transactions, and file invoices. Comply with Generally Accepted Accounting Principles (GAAP) for financial statements. Assist in monthly general ledger preparation. Develop monthly financial statements that include cash flow, profit and loss statements, and balance sheets. Complete end of month close procedures.

Accounts Receivable Specialist

Harbor Care, INC - Nashua, NH

June 2017 to September 2019

Analyzed financial data to ensure it is recorded and reconciled monthly. Routinely collaborated with department managers to correct problems and improve services. Reviewed customer account balances and research and resolve discrepancies. Reviewed, prepared, and issued bills and invoices for 600+ patients. Organized files, records, cash, and cash equivalents to comply with policy and procedures.

Senior Customer Service Representative

United Health Care - Hooksett, NH

April 2014 to November 2016

Ability to be diversified in various skills at one time when servicing the customer. Proficient navigational skills with computers, ability to research and utilize proprietary software programs as well as all micro-soft applications. Utilized knowledge of the healthcare field by explaining insurance coverage benefits and medical care costs and up to date laws in the healthcare industry. Contacted medical facilities providing the services to determine the accuracy of claims being made.

Education

BA in Forensic Accounting and Fraud Examination

Southern New Hampshire University - October 2019 to Present

AS in Accounting - High Honors, Magna Cum Laude

Southern New Hampshire University – Graduated October 2019

Affiliation

AICPA - Student affiliate member

National Society of Collegiate Scholars – Member

National Society of Leadership and Success – Member

Kaylee Bourassa



Objective

My goal is to secure a career that uses the skills I have learned while obtaining my BA degree in social work and counseling with a minor in criminal justice.

Education

Bachelor's Degree in Social work and counseling Franklin Pierce University, Rindge, NH, May, 2014

Minor: Criminal Justice

Social work internship at Cedarcrest Center in Keene N.H. Cedarcrest is a live-in facility and school for children ages newborn to 21 who have severe mental and physical disabilities. I worked under Kristen Targett who is currently the social worker there.

Activities

Academic showcase: I participated in a round table discussion about the women in leadership program at Franklin Pierce University

Skills USA: During high school I participated in a weekend seminar with the program Skills U.S.A. At this seminar I gained skills to better myself in the workplace.

Coaching cheerleading: I coached a group of Keene Knight cheerleaders. They were the youngest team, so I taught them the basics of the sport and helped choreograph their competition routine.

Make A Wish Foundation: I am currently a Wish Granter for Make a Wish Foundation.

First Candle: I assisted in planning and running a benefit dinner for the first candle foundation.

Work Experience

Home for Little Wonderers: Call Center Afterhours Intake Supervisor- March 2021- Current.

Assist callers in filing reports regarding child abuse and neglect. Complete reports regarding the concerns stated and decided if the concerns need to be assessed. Responsibilities also include reviewing and approving reports, updating communication logs and assisting coworkers as needed.

Life is Sweet: Baker- April 2021-March 2022

Bake and decorate cupcakes for the candy store. Decided what is needed to be baked or decorated for the week. Keep track of what ingredients are needed. Follow a recipe and keep the kitchen environment clean, organized and sanitized.

Compass Innovative Behavior Strategies: Behavior Therapist- July 2020- March 2021

Work one on one with individuals with autism. Teaching life skills and school-based learning. Running programs under the supervision of a BCBA.

Home Base Collaborative Family Counseling: Case Manager- February 2019 to July 2020

Facilitate visits for families working towards reunification, working as a collaborative team on cases with coworkers and professionals from DCYF. Transportation of clients to visits as well as relevant appointments to aid in the reunification process, facilitating meetings, creating treatment plans, court documents and monthly reports etc.

Community Resources for Justice (CRJ): November 2015 - Current

Supervise and assist mentally handicapped individuals in a day program setting.

Crotched Mountain Rehab, Greenfield N.H. June 2014- June 2015.

Responsibilities include Supervise and assist with daily living skills and needs of mentally handicapped/ brain injury individuals.

Market Basket: Bakery Department, Swanzey N.H. August 2013-April 2021

Responsibilities include: Interacting with customers in a friendly manner, package food, close the bakery up at night.

Market Basket: Cashier, Swanzey N.H. March 2010- August 2013

Responsibilities include: Interacting with customers in a friendly manner, handle money, make the store look clean and presentable.

Family Ties Restaurant: Waitress/Busser: Keene N.H. October 2007- August 2009.

Responsibilities include: Taking orders, serving the customers, cleaning tables, keeping the salad bar stocked.

Megan Swanson



Objective

Paired with my Bachelors degree in Social Work and Counseling and my associates degree in Early Childhood Education my career goal is to work with children and/or children with disabilities to help them reach their full potential.

Education

Associates Degree in Early Childhood Education, Granite State College, Concord, NH, January 2017. Graduated with high honors.

Bachelor's Degree in Social Work and Counseling, Franklin Pierce University, Rindge, NH, May, 2015. Graduated with honors.

Activities

Coach for Allyson Barden Youth Softball League and Babe Ruth Youth Softball ages 6-8, 2014, 2016

Wish Granter volunteer with the Make-a-Wish Foundation. 2018-Present

Work Experience

Call Center Afterhours Intake Supervisor, Home for Little Wanderers, Boston MA, November 2020- Present

Responsibilities include: Taking reports concerning child abuse or neglect, approving reports, updating logs, working independently as well as a team.

Case Manager, Home Base Family Collaborative Counseling, Keene, NH, February 2019-June 2020

Responsibilities include: Transportation for clients to and from visits. Facilitate and supervise visits between parents and children. Work with a team collaboratively as well as working with professionals from other agencies. Write monthly reports, treatment plans and court documents. Advocating for clients rights. Work with a team as well as independently. Facilitating and attending monthly meetings for each client.

Direct Support Professional, Community Resources for Justice, Keene, NH, June 2015-June 2020

Responsibilities include: Transportation for clients from home to our office as well as around the community. Administering medications. Accompanying clients to appointments and meetings. Advocating for clients rights. Working as a member of a team as well as independently. Planning daily activities. Working on individual client goals.

Residential Counselor II, Crotched Mountain Foundation, Greenfield, NH, December 2014-June 2015.

Responsibilities include: Creating and taking clients to activities. Being informed about each client's behavior plans and therapeutic meal plans. Cooking and cleaning our residential house. Documenting daily activities.

Cashier, Hannaford, Keene, NH, July 2011-December 2014.

Responsibilities include: Interact with customers in a friendly manner, handle money responsibly, work well with others

Intern, Monadnock Center for Violence Prevention (MCVP), Keene, NH, May 2014-August 2014.

Responsibilities include: Office work, including making copies and filing paperwork, answering the crisis line. Occasionally going with a client and a staff member to court and sitting in on face-to-face interviews.

Skills

- Intermediate experience working with Microsoft office, PowerPoint and Excel.

References

Charles Richwine
Former Day Program Supervisor
Community Resources for Justice



Tia Tallman
Former Supervisor
Community Resources for Justice



Kaylee Nason
Co-worker
The Home for Little Wanderers

28
MAN



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

Lori A. Shibanette
Commissioner

Joseph E. Ribsam, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 9, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a contract with The Home for Little Wanderers, Inc. (VC#162772-B001), Boston, MA in the amount of \$535,295 to operate an after-hours hotline to field reports of child abuse and neglect, with the option to renew for up to three (3) additional years, effective upon Governor and Council approval for the period July 1, 2021 through June 30, 2022. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-095-42-421010-2957000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF CHILDREN YOUTH AND FAMILIES, HUMAN SVCS, CHILD PROTECTION, 42105737

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102/500891	Contracts for Prog Svc	42105737	\$535,295
			Total	\$535,295

EXPLANATION

The purpose of this request is to provide statewide access to, and coverage for, the Division for Children, Youth and Families (DCYF) Central Intake for the purpose of receiving and screening reports of alleged child abuse and neglect after business hours. Central Intake provides services to children, youth and families in New Hampshire to assess situations for abuse and neglect and screen in reports of abuse and neglect to be assessed by the local district DCYF offices. Contracted services will be provided weekdays (6:30pm-7:00am) and twenty-four (24) hours on weekends and holidays. These services assist the Department in providing a swift, appropriate response to reports of child abuse and neglect that will help DCYF ensure the safety of children and promote the well-being of families across New Hampshire.

Approximately 27,164 individuals will be served from July 1, 2021 to June 30, 2022.

The Contractor will provide statewide access to, and coverage for, the DCYF Central Intake for child protection services during evenings and weekends during DCYF non business

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

hours. Additionally, the Contractor will 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 provided including:

- Placement resources to DCYF On-Call staff, or law enforcement to facilitate placements for children in immediate need of care due to abuse or neglect;
- Information and referral services to support parents and individuals at risk of abusing or neglecting a child or children;
- Information and referrals for individuals to report potential child abuse and neglect;
- Information for individuals who want to learn about child abuse and neglect in general; and
- Information and referral assistance to community-based agencies that can provide needed services for families.

The Department will monitor contracted services using the following performance measures:

- 50% decrease reported in the wait time for all callers
- 80% decrease in overall missed calls received after hours
- 80% of calls are answered within 5 minutes
- 80% of all screened out calls have received community referral recommendations
- 80% of all Central Intake Reports reviewed have a minimum score of 10.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/30/2020 through 2/9/2021. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 3.3 of the attached contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request the Department would be unable to continue providing hotline services after hours, subsequently decreasing effective responses to reports of alleged child abuse and neglect throughout the state.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

After-Hours DCYF Central Intake

RFP-2022-DCYF-04-AFTER

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Home of Little Wanderers

Pass/Fail	Maximum Points	Actual Points
	100	

1. Jessica Kessinger

2. Melinda Tupaj

3. Deb Kavanaugh

Richard Surette

Subject: After Hours DCYF Central Intake (RFP-2022-DCYF-01-AFTER-01)

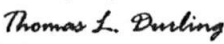
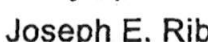
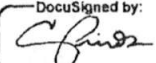
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Home for Little Wanderers, Inc.		1.4 Contractor Address 10 Guest St, 300 Boston, MA, 02135	
1.5 Contractor Phone Number (617) 267-3700	1.6 Account Number 05-095-42-421010-2957000	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$535,295
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/10/2021		1.12 Name and Title of Contractor Signatory Thomas L. Durling CFO	
1.13 State Agency Signature DocuSigned by:  Date: 6/15/2021		1.14 Name and Title of State Agency Signatory Joseph E. Ribsam, Jr. Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/16/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials TD
Date 6/10/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide statewide access to, and coverage for, the DCYF Central Intake for child protection services during evenings and weekends during DCYF non business hours. The Contractor shall:
 - 1.1.1. Ensure a seamless transition to and from the DCYF Central Intake hours of operation (7:00 a.m. to 6:30 p.m.) and After-Hours DCYF Central Intake hours of operation (6:30 p.m. to 7:00 a.m.), Monday through Friday and twenty-four (24) hours per day on weekends and holidays,
 - 1.1.2. Maintain a VoIP phone system to manage calls in a remote work platform, which enables staff to operate remotely on the same phone system. The system shall have an 8x8 queuing application that includes dashboards and reports, providing a real-time view of call activity.
 - 1.1.3. Continuously monitor telephones, faxes, and emails to ensure effective responses to reports of alleged child abuse and neglect.
 - 1.1.4. Ensure services for After Hours DCYF are delivered via a remote platform, any natural disaster or weather that results in power outages, the Contractor shall temporarily designate working office space to ensure continued and uninterrupted services.
 - 1.1.5. Receive approval from the Department prior to making changes to the remote work structure.
 - 1.1.6. Contact a reporting party to clarify and/or obtain additional information in order to completely and accurately document a report as necessary.
 - 1.1.7. Contact collateral parties such as law enforcement, hospitals, foster parents, and others as necessary to ensure complete reports and facilitate potential child placement(s).
 - 1.1.8. Contact child protection agencies in other states when reports are made impacting foreign jurisdictions.
 - 1.1.9. Submit completed reports to the daytime DCYF Central Intake staff.
 - 1.1.10. Ensure supervisors review and approve all reports.
 - 1.1.11. Ensure sufficient staff is available to operate the After-Hours DCYF Central Intake call center. The Contractor shall:
 - 1.1.11.1. Ensure all telephone calls, faxes and emails are promptly answered and processed.
 - 1.1.11.2. Provide a Supervisor for all shifts who will assist screeners with the reporting decision-making process.

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

1.1.12. 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 provided outside of the Department's regular business hours which shall include, but is not limited to:

- 1.1.12.1. Placement resources to DCYF On-Call staff, or law enforcement to facilitate placements for children in immediate need of care due to abuse or neglect;
- 1.1.12.2. Information and referral services to support parents and individuals at risk of abusing or neglecting a child or children;
- 1.1.12.3. Information and referrals for individuals to report potential child abuse and neglect;
- 1.1.12.4. Information for individuals who want to learn about child abuse and neglect in general; and
- 1.1.12.5. Information and referral assistance to community-based agencies that can provide needed services for families.

1.2. Contractor Handoff Requirements (From DCYF and Back to DCYF)

- 1.2.4. The Contractor's staff shall brief DCYF staff on any ongoing/unresolved reports.
- 1.2.5. The Contractor's screeners shall complete all calls and relevant documentation prior to the end of each shift.
- 1.2.6. The Contractor shall receive any pertinent information about the upcoming shift from DCYF staff and communicate with DCYF on areas including but not limited to:
 - 1.2.6.1. Any ongoing or unresolved reports; and
 - 1.2.6.2. Operational items as needed.
- 1.2.7. The Contractor shall complete all reports prior to transition of coverage to DCYF.

1.3. The Screening Process

- 1.3.1. The Contractor's screeners shall receive and screen all reports submitted to the After-Hours DCYF Central Intake through the following methods:
 - 1.3.1.1. Telephone.
 - 1.3.1.2. Facsimile.
 - 1.3.1.3. Email.
 - 1.3.1.4. Any other manner.
- 1.3.2. The Contractor's screeners shall:

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

- 1.3.2.1. Gather all required/necessary information regarding suspected child abuse and/or neglect or potential risk of abuse and/or neglect;
- 1.3.2.2. Use the information provided by the reporter to work through DCYF's decision support tools to determine if the report should be screened-in or screened-out according to screening criteria for specific allegations of child abuse and/or neglect;
- 1.3.2.3. Select relevant allegations where the screen-in threshold was met from a list (e.g., "physical abuse");
- 1.3.2.4. Select whether specific risk factors are present in the caller/reporter's description including but not limited to:
 - 1.3.2.4.1. Substance abuse.
 - 1.3.2.4.2. Domestic violence.
 - 1.3.2.4.3. Physical/cognitive disabilities.
- 1.3.2.5. Research any prior client contacts with DCYF in Bridges, DCYF's secure statewide automated child welfare information system-SACWIS, and record on the appropriate screen;
- 1.3.2.6. Determine, if screened-in, DCYF's response priority level;
- 1.3.2.7. Communicate with the caller/reporter, advising them of how the report will be handled;
- 1.3.2.8. Initiate connection to community resource(s) if screened out, to address outstanding family needs if appropriate using guidance from DCYF;
- 1.3.2.9. 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;
- 1.3.2.10. Monitor telephones, faxes and emails to ensure that all reports received are efficiently processed;
- 1.3.2.11. Call the reporting party including, but not limited to, police and hospital, if clarification or additional information is needed to complete reports;
- 1.3.2.12. 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 screener's shall:
 - 1.3.2.12.1. Document all information in Bridges, from the DCYF on-call supervisor regarding if or when a DCYF response will

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

occur and additional information from DCYF when a response is completed.

- 1.3.2.12.2. Complete all required documentation by entering required information into Bridges and ensure that reports are completed in compliance with federal and state laws, and DCYF policy.
 - 1.3.2.12.3. Ensure that all hard copy documentation received during each shift is scanned, forwarded to the DCYF Central Intake Office, and then subsequently shredded, unless otherwise indicated by DCYF. The Contractor shall delete scanned files after receipt confirmation is received from DCYF.
 - 1.3.2.12.4. 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 receipt of a request from a law enforcement agency or DCYF on-call staff;
 - 1.3.2.13. Work with DCYF to maintain a current list of on-call staff and their schedules;
 - 1.3.2.14. Track all reports, including non-abuse and neglect, in Bridges;
 - 1.3.2.15. Assist each reporter with the utilization of appropriate community resources including, but not limited to, explaining CHINS services and processes;
 - 1.3.2.16. Search Bridges for current or prior DCYF involvement for any family who is the subject of a report;
 - 1.3.2.17. Screen all reports, including requests for services and CHINS, for abuse and neglect and refer to appropriate agencies, such as 211nh.org, and the Family Resource Centers if no abuse or neglect is indicated;
 - 1.3.2.18. Continuously review and maintain relevant DCYF policies to ensure the most recent versions are utilized;
 - 1.3.2.19. Proofread all reports for errors and submit to DCYF for approval; and
 - 1.3.2.20. Enter all reports into Bridges, utilizing all intake screens, in real time.
- 1.3.3. The Contract supervisor shall determine the recommended disposition of a report.

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

- 1.3.4. The Contractor shall transfer all non-emergency reports to Central Intake for final approval.
- 1.3.5. The Department reserves the right to adjust the process of approving reports upon notice to the Contractor.
- 1.3.6. The Contractor screeners and supervisors shall maintain appropriate supporting documentation on file, electronically or otherwise, in accordance with DCYF policy.
- 1.3.7. The Contractor screeners and supervisors shall maintain familiarity with community resources available to assist families throughout the state.
- 1.3.8. The DCYF Intake Supervisors, or designee(s), may support or reverse a screening decision made by the Contractor. The reason for any decision reversal will be documented in Bridges.
- 1.3.9. **State Automated Child Welfare Information System (SACWIS) - Bridges**
 - 1.3.9.1. As part of the intake process, the Contractor's staff shall utilize Bridges to:
 - 1.3.9.1.1. Enter all intakes;
 - 1.3.9.1.2. Conduct name searches;
 - 1.3.9.1.3. Conduct checks of prior reports involving the same family members; and
 - 1.3.9.1.4. Conduct Central Registry checks.
 - 1.3.9.1.5. For each record review, the Contractor's staff shall access case history for additional information to determine what degree of response may be required.
- 1.3.10. The Contractor's staff shall use Bridges to verify custody and placement status of children reported missing from care.
- 1.3.11. **Emergency Responses**
 - 1.3.11.1. The Contractor shall ensure the following actions when the Contract Supervisor determines that an emergency response may be necessary:
 - 1.3.11.1.1. Contact the DCYF On-Call Supervisor;
 - 1.3.11.1.2. Make follow-up phone call to all provided phone numbers if the DCYF On-Call Supervisor does not answer the first phone call; and
 - 1.3.11.1.3. Call the DCYF On-Call Administrator, if the DCYF On-Call Supervisor remains unreachable.

DS
TD

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

1.3.11.2. The Contractor, when emergency placement is needed, 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.

1.3.11.3. The Contractor shall make an 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.

1.3.11.4. The Contractor shall contact law enforcement by calling 911 immediately or advise the caller/reporter to call law enforcement by dialing 911 immediately when applicable.

1.3.11.5. The Contractor shall also report all reported deaths to the DCYF On-Call Administrator.

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

1.3.12.1. The Contractor's screeners shall contact the DCYF On-Call Administrator to obtain verbal authorization to secure emergency medical and/or psychiatric treatment when they are contacted by medical providers, seeking consent for treatment of children in DCYF guardianship.

1.3.12.2. The Contractor's screeners shall verify, in Bridges, that a child is in DCYF guardianship prior to contacting the DCYF On-Call Administrator for such authorizations. If the Contractor determines the child is not in DCYF guardianship, the Contractor's screeners shall inform the medical provider that authorization must be obtained from a parent or guardian. If the medical provider cannot reach the parent or guardian, the Contractor shall contact the DCYF On-Call Administrator.

1.3.12.3. The Contractor's screeners shall contact the DCYF On-Call Administrator who will provide the medical provider with verbal consent for treatment, for a child confirmed to be under DCYF guardianship.

1.3.13. DCYF Foster Parent Support

1.3.13.1. The Contractor's screeners shall contact the DCYF On-Call Administrator when a foster parent is calling for support.

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

1.3.14. Emergency Placements

- 1.3.14.1. The Contractor's screeners shall take reports from police when emergency placement is needed and coordinate with the DCYF On-Call Supervisor.
- 1.3.14.2. The Contractor's screeners shall assist police and/or the DCYF On-Call Supervisor in locating a home from the list of resources provided by and maintained by DCYF if emergency placement is needed and shall contact the DCYF On-Call Supervisor if an emergency placement home cannot be found.

1.3.15. Baby Safe Haven Notifications

- 1.3.15.1. The Contractor's screeners shall follow procedures outlined in DCYF's assessment policy when the Contractor receives a Safe Haven notification: This policy is available at <http://intranet/policies/procedures/documents/dcyfpolicy1181.pdf>

1.3.16. Special Investigations

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

1.3.17. Runaways

- 1.3.17.1. The Contractor's screener's shall call police, if notified that a child, in DCYF custody or guardianship, is missing or has run away,
- 1.3.17.2. The Contractor's screeners shall immediately report any notifications of missing children or children who have run away to DCYF On-Call Supervisor or Field Administrator, and document all information in Bridges.
- 1.3.17.3. The Contractor's screener's shall notify the DCYF On-Call Supervisor or Field Administrator and document all information in Bridges if notified that a child, in DCYF custody or guardianship, has been located.

1.3.18. Child in Need of Services (CHINS)

- 1.3.18.1. The Contractor's screeners shall screen for any abuse or neglect concerns, create a new referral, and enter all information into Bridges.

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

1.3.19. Emergency/Disaster Planning

- 1.3.19.1. The Contractor shall develop and maintain, for the duration of the Agreement, a comprehensive emergency disaster plan to ensure uninterrupted operation of the After-Hours DCYF Central 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.
- 1.3.19.2. The Contractor shall consider assessments no longer part of the screeners' workload in Bridges once approved.

2. Minimum Staff Requirements

- 2.1.1. The Contractor shall provide screeners, supervisors and program directing staff in order to provide timely and accurate services and responses. The Contractor shall:
 - 2.1.1.1. Provide at least two (2) staff available to take calls with immediate designated supervisory support for all shifts, including overnight.
 - 2.1.1.2. Provide at least one (1) supervisor and two (2) screeners on staff, weekdays from 6:30 p.m. to 11:00 p.m.
 - 2.1.1.3. Provide at least one (1) supervisor and one (1) screener with Program Director support from 11:00 p.m. to 7:00 a.m., during high call volume periods.
 - 2.1.1.4. Provide at least two (2) screeners and one (1) supervisor on staff, weekend days from 8:00 a.m. to 7:00 a.m.

2.2. Program Director

- 2.2.1. The Contractor shall ensure the Program Director possesses the following qualifications, including but not limited to:
 - 2.2.1.1. A Master's Degree from a recognized college or university.
 - 2.2.1.2. At least twelve (12) credits hours in any of the following areas:
 - 2.2.1.2.1. Social Work.
 - 2.2.1.2.2. Criminal Justice/Criminology.
 - 2.2.1.2.3. Psychology.
 - 2.2.1.2.4. Counseling.
 - 2.2.1.2.5. Sociology.
 - 2.2.1.2.6. Behavioral Science.
 - 2.2.1.2.7. Human Services or a related field.

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

2.2.1.3. A minimum of six (6) years' experience, in any of the following areas:

- 2.2.1.3.1. Social Work.
- 2.2.1.3.2. Criminal Justice/Criminology.
- 2.2.1.3.3. Psychology.
- 2.2.1.3.4. Counseling.
- 2.2.1.3.5. Sociology.
- 2.2.1.3.6. Behavioral Science.
- 2.2.1.3.7. Human Services or a related field

2.2.1.4. Additional 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 may 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.

2.3. Clinical/Shift Supervisors:

2.3.1. The Contractor shall ensure the Clinical/Shift Supervisor possesses the following qualifications, including but not limited to:

2.3.1.1. Bachelor's degree from a recognized college or university with a major study including but not limited to:

- 2.3.1.1.1. Social Work.
- 2.3.1.1.2. Criminal Justice/Criminology.
- 2.3.1.1.3. Psychology.
- 2.3.1.1.4. Counseling.
- 2.3.1.1.5. Sociology.
- 2.3.1.1.6. Behavioral Science.
- 2.3.1.1.7. Human Services or a related field.

2.3.1.2. A minimum of three (3) years' experience in any of the following areas:

- 2.3.1.2.1. Social Work.
- 2.3.1.2.2. Criminal Justice/Criminology.
- 2.3.1.2.3. Psychology.
- 2.3.1.2.4. Counseling.
- 2.3.1.2.5. Sociology.

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

2.3.1.2.6. Behavioral Science.

2.3.1.2.7. Human Services or a related field.

2.3.1.3. Preferably an additional four (4) years 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.

2.3.1.4. Experience in a management level position involving administration, program planning and evaluation, business management, or related management experience may be counted toward the qualification requirement of supervisory experience.

2.4. Clinical/Shift Supervisors:

2.4.1. The Contractor shall ensure supervisory and or management staff oversee additional management duties, including but not limited to:

2.4.1.1. Staff supervision and scheduling.

2.4.1.2. Staff recruitment.

2.4.1.3. Data tracking and monitoring quality assurance measures.

2.4.1.4. Management of the contract budget.

2.4.1.5. Providing public education regarding the After-Hours Intake process.

2.4.1.6. Monitoring and assisting call screeners while they are taking reports.

2.4.1.7. Supporting screeners in making a preliminary determination about how to screen a report.

2.4.1.8. Initiating requests to the DCYF On-Call Supervisor or Field Administrator.

2.4.2. The Contractor shall ensure supervisory or management staff possess the following qualifications, including but not limited to:

2.4.2.1. A minimum of a Bachelor' degree from a recognized college or university in a human-services related field

2.4.2.2. Experience managing the After-Hours DCYF Central Intake or a call center.

2.4.3. Special Requirements:

2.4.3.1. The Contractor shall ensure all Clinical/Shift Supervisors successfully participate in a structured interview measuring possession of areas including but not limited to:

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

2.4.3.1.1. Knowledge of child abuse and neglect and crisis management.

2.4.3.1.2. Skills and abilities identified as necessary for satisfactory job performance.

2.4.3.2. The Contractor shall ensure Clinical/Shift Supervisors successfully complete the training requirements outlined in Section 4 below.

2.4.3.3. The Contractor shall ensure Clinical/Shift Supervisors upon completion of initial training, must complete ongoing training as outlined in Section 4 below.

2.5. Screeners

2.5.1. The Contractor shall ensure screeners possess the following qualifications that include but are not limited to:

2.5.1.1. Associates or Bachelor's degree from a recognized college or university in a human services related field; or

2.5.1.2. Associates or Bachelor's degree with at least twelve (12) courses or thirty-six (36) credit hours including but not limited to:

2.5.1.2.1. Social Work.

2.5.1.2.2. Criminal Justice/Criminology.

2.5.1.2.3. Psychology.

2.5.1.2.4. Counseling.

2.5.1.2.5. Sociology.

2.5.1.2.6. Behavioral Science.

2.5.1.2.7. Human Services or a related field.

2.5.2. The Contractor shall ensure screener staff possess at a minimum the following experience, including but not limited to:

2.5.2.1. Associates Degree in a human services related field.

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

2.5.3. Special Requirements:

2.5.3.1. Contractor's screeners shall be trained in how to make necessary screening decisions based on DCYF practice and policy.

2.6. Additional Employment and Hiring Requirements for All Staff

2.6.1. The Contractor shall ensure all applicants for employment meet the following requirements, including but not limited to:

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

- 2.6.1.1.1. Participating in a structured interview measuring possession of knowledge, skills and abilities identified as necessary for satisfactory job performance.
- 2.6.1.1.2. Completing the training requirements outlined in Section 4, Orientation and Training.
- 2.6.1.1.3. Proficiency in Microsoft outlook/computer proficiency.
- 2.6.1.1.4. Training in how to make necessary screening decisions based on DCYF practice and policy.
- 2.6.2. The Contractor shall obtain, at their expense, a Criminal Background Check for all staff, including volunteers, providing direct services to clients under the Agreement. The Contractor shall release the results to the Department to ensure no convictions for the following crimes:
 - 2.6.2.1. A felony for child abuse or neglect, spousal abuse, and any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide;
 - 2.6.2.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult; or
 - 2.6.2.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years.
- 2.6.3. The Contractor shall monitor the performance of employees and conduct frequent reviews to ensure work quality and to address performance issues.
- 2.6.4. The Contractor shall ensure all staff have DCYF Central Registry Checks and DHHS Bureau of Elderly and Adult Services (BEAS) checks completed prior to providing services.
- 2.6.5. The Contractor shall ensure that all staff adhere to New Hampshire statutes governing child protection confidentiality and DCYF's Professionalism and Ethics Policy.
- 2.6.6. The Contractor shall obtain references from State of New Hampshire DHHS Human Resources when hiring any applicant who is currently, or has previously been an employee or intern of DHHS/DCYF if necessary;
- 2.6.7. The Contractor shall ensure that vacancies are filled within a timely manner and by a candidate who meets the requirements stated in this Agreement, to ensure that there is no lapse in ongoing service to the community.

3. Routine System and Maintenance

- 3.1. The Contractor understands and agrees that planned routine system maintenance breaks occur:

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

- 3.1.1. Twice per calendar year, from Friday at 5:00 p.m. through Monday at 8:00 a.m.; and once per week from Sunday at 11:00 p.m. through Monday at 5:00 a.m.
- 3.1.2. The Contractor shall maintain notes on a HIPAA compliant terminal server housed onsite in NH during planned routine system maintenance.
- 3.1.3. The Contractor shall ensure that all reports of child 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 staff can be moved to an alternative services location such as the NH home office, that has access to BRIDGES.

4. Orientation and Training

- 4.1. The Contractor shall ensure that all Contractor staff complete pre-service training requirements, provided by DCYF, prior to starting independent coverage of After-Hours DCYF Central Intake.
- 4.2. The Contractor shall ensure staff availability for pre-service training during traditional business hours.
- 4.3. The Contractor shall ensure that staff complete a minimum of ten (10) days of pre-service training including, but not limited to:
 - 4.3.1. One (1) Day DCYF Coordinated Orientation;
 - 4.3.2. A minimum of one (1) day long DCYF Coordinated training of DCYF Policy and Practice;
 - 4.3.3. One (1) Day DCYF Coordinated DCYF Intake Policy and Practice/how to make necessary screening decisions;
 - 4.3.4. One (1) Day DCYF Coordinated Bridges training consisting of general competency and intake specific competency; and
 - 4.3.5. Participate in Field Training at DCYF Central Intake Unit for a minimum of ten (10) days as a component of screener pre-service training.
 - 4.3.6. The Contractor shall ensure all staff are provided ongoing training, which consists 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.
 - 4.3.7. The Contractor shall collaborate with the Department to determine the applicable amount of training time and if additional training is needed prior to answering phones for each new staff member.
 - 4.3.8. The Contractor shall maintain documentation of completed staff training.

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

4.3.9. The Contractor shall provide to the Department copies of all policies and guidelines for staff upon request.

5. Exhibits Incorporated

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

6. Reporting Requirements

The Contractor shall submit quarterly reports to the Department within fifteen (15) days following the reporting period, to ensure the efficiency, decision making and report quality. Topics include but are not limited to:

- 6.1. Volume of calls (wait time, talk time, and missed calls).
- 6.2. Percentage of screened in reports.
- 6.3. Number of community referrals for screen out reports.
- 6.4. Percentage of quality reports as scored by Exhibit B-1, Central Intake Report Quality tool, which is attached hereto and incorporated by reference herein.

7. Performance Measures

7.1. The Contractor shall work with the Department to establish baseline performance indicators within three (3) months of the contract effective date. Monthly performance targets shall be developed based on the baseline data and monthly reports on the relevant metrics provided by the Contractor.

The Department will monitor Contractor performance by a set of performance indicators to measure call volume, time of call, hold time, dropped calls, and other key operational metrics. The Contractor must have a call management system or software that can capture and report these data elements as indicated below and in Section 7.2. Table 1.

- 7.1.1. 50% decrease reported in the wait time for all callers
- 7.1.2. 80% decrease in overall missed call received after hours
- 7.1.3. 80 percent of calls are answered within 5 minutes
- 7.1.4. 80% of all screened out calls have received community referral recommendations

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

7.1.5. 80% of all Central Intake Reports reviewed have a minimum score of ten (10).

7.2. Table 1

Category	Key Performance Metrics
General	<ul style="list-style-type: none"> • Volume of reports • Volume of informational calls • Volume of calls from foster parents
Efficiency	<ul style="list-style-type: none"> • Average/Median time to process a report • Average hold time for caller/reporters • Number of dropped calls
Decision Making	<ul style="list-style-type: none"> • Screen-in rate (i.e., how frequently reports are screened in for assessment) • % of reports screened in at each response priority level (i.e., how urgently DCYF needs to see the alleged victim face-to-face)
Report Quality	<ul style="list-style-type: none"> • Report scores on standardized qualitative continuous quality improvement tool (developed by DCYF central intake)

7.3. The Contractor shall actively collaborate and meet with the Department on a minimal bi-weekly basis to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

7.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

7.5. Where applicable, the Contractor shall collect and share other data with the Department in a format specified by the Department.

8. Additional Terms

8.1. Impacts Resulting from Court Orders or Legislative Changes

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

8.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

8.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

8.3. Credits and Copyright Ownership

- 8.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 8.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 8.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 8.3.3.1. Brochures.
 - 8.3.3.2. Resource directories.
 - 8.3.3.3. Protocols or guidelines.
 - 8.3.3.4. Posters.
 - 8.3.3.5. Reports.
- 8.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

9. Records

- 9.1. The Contractor shall keep records that include, but are not limited to:
 - 9.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 9.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by

TD

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B

the Department.

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

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B-1

Central Intake Report Quality Tool

Criteria	Definition	Examples of this criteria	Scoring
Information and Decision Making			
Complete	<i>Complete reports give DOs as much relevant, accurate information as possible</i>	<input type="checkbox"/> Includes all details relevant to understanding the situation and helping the field respond are included <ul style="list-style-type: none"> <input type="checkbox"/> Demographic Info (address, all phone #s, DOB's, etc.) <input type="checkbox"/> current location of child <input type="checkbox"/> The right people identified (all children in family, absent parents asked about, perpetrators) Directions: all 3 of these must be checked for the overall item to be checked. <input type="checkbox"/> Appears questions were asked to get the needed information (even if key detail unknown by reporter) <input type="checkbox"/> Explains sequence of how reporter came to know the info. <input type="checkbox"/> Clarifies when reporter is correct/incorrect (e.g., mom's boyfriend referred to as father when not) <input type="checkbox"/> References if there are any related assessments (currently open/split/etc.)	<input type="checkbox"/> Met (Meets all criteria)2 <input type="checkbox"/> Partially Met (meets at least 3 criteria) 1 <input type="checkbox"/> Not met 0
Objective	<i>Objective reports provide "just the facts" and refrain from shading into opinion</i>	<input type="checkbox"/> Writes objective statements. Avoid subjectivity or inference <input type="checkbox"/> Obtains factual details instead of subjective impressions (For example: <ul style="list-style-type: none"> <input type="checkbox"/> Asks reporters to describe what home looks like, not just stop at "home was dirty" <input type="checkbox"/> Explains how reporter came to know the information) 	<input type="checkbox"/> Met (Meets all criteria)2 <input type="checkbox"/> Partially Met (meets at least 1 criteria) 1 <input type="checkbox"/> Not met 0
Screening and allegation decisions	<i>Content in the report supports the decision to screen-in or out as well as the allegation selected based on policy</i>	<input type="checkbox"/> Focuses on impact on all children/victims <input type="checkbox"/> Provides clear rationale for the decision to SI/SO based on key components of the specific allegation. (For example: <ul style="list-style-type: none"> <input type="checkbox"/> Caretaker substance abuse: how was child's supervision/care affected, was there another sober caregiver? <input type="checkbox"/> Med. neglect: condition, impact? <input type="checkbox"/> Ed. neglect: actions school has taken?) <input type="checkbox"/> Identifies allegations that reflect policy based on narrative <input type="checkbox"/> Selects allegations only when they meet screening threshold	<input type="checkbox"/> Met (Meets all criteria)2 <input type="checkbox"/> Partially Met (meets at least 2 criteria) 1 <input type="checkbox"/> Not met 0

DS
TD

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT B-1

Response Priority	<i>Content in the report supports response priority level</i>	<input type="checkbox"/> The details in the referral support the response priority level <ul style="list-style-type: none"> <input type="checkbox"/> Follows trees accurately <input type="checkbox"/> Utilizes overrides appropriately Directions: both of these must be checked for the overall item to be checked.	<input type="checkbox"/> Met 2 <input type="checkbox"/> Not Met0
Structure and Clarity			
Clear	<i>Clear reports are well-structured, easy to read and understand. Easy for DOs to quickly find and use information</i>	<input type="checkbox"/> Begins with a 1-2 sentence summary of the report (incl. names and ages of those in household, primary concern) <input type="checkbox"/> Highlights the primary concern or allegation(s), particularly when there is a lot of info or people in the report <input type="checkbox"/> Breaks narrative into paragraphs (For example: separate police reports, CCs onto own lines) <input type="checkbox"/> Avoids redundancy <input type="checkbox"/> Utilizes grammar that is clear & concise <input type="checkbox"/> Uses Pronouns/names used in a way that avoids confusion	<input type="checkbox"/> Meets criteria (Meets all criteria)2 <input type="checkbox"/> Partially Met (meets @ least 3 criteria) 1 <input type="checkbox"/> Does not meet criteria0

Overall Score

Add up scores and each assessment gets a rating out of 2 possible points.

	Assess. 1	Assess. 2	Assess. 3	Assess. 4	Assess. 5	Assess. 6	Assess. 7	Assess. 8	Total
complete	2								2
objective	2								2
allegations	2								2
Response priority	2								2
clear	2								2
total	10								10

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget Sheet.
3. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, as well as supporting cost documentation, which includes, but is not limited to, time sheets, payroll records, receipts, and other proof of payment, as applicable. The Contractor shall ensure the invoice is completed, dated and returned to the Department, along with sufficient supporting cost documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DCYFInvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager, DCYF
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any federal or state law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without

**New Hampshire Department of Health and Human Services
After Hours DCYF Central Intake**

EXHIBIT C

obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

11.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

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

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

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

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

11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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

Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder Name: The Home for Little Wanderers, Inc.

Budget Request for: After Hours DCYF Central Intake

Budget Period: July 1, 2021 to June 30, 2022 (SFY 2022)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 348,394.00	\$ 33,321.00	\$ 381,715.00	\$ -	\$ -	\$ -	\$ 348,394.00	\$ 33,321.00	\$ 381,715.00
2. Employee Benefits	\$ 90,583.00	\$ 9,024.00	\$ 99,607.00	\$ -	\$ -	\$ -	\$ 90,583.00	\$ 9,024.00	\$ 99,607.00
3. Consultants	\$ -	\$ 5,554.00	\$ 5,554.00	\$ -	\$ -	\$ -	\$ -	\$ 5,554.00	\$ 5,554.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 6,000.00	\$ 1,388.00	\$ 7,388.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ 1,388.00	\$ 7,388.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,100.00	\$ -	\$ 3,100.00	\$ -	\$ -	\$ -	\$ 3,100.00	\$ -	\$ 3,100.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 6,248.00	\$ 6,248.00	\$ -	\$ -	\$ -	\$ -	\$ 6,248.00	\$ 6,248.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 12,800.00	\$ 348.00	\$ 13,148.00	\$ -	\$ -	\$ -	\$ 12,800.00	\$ 348.00	\$ 13,148.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 3,471.00	\$ 3,471.00	\$ -	\$ -	\$ -	\$ -	\$ 3,471.00	\$ 3,471.00
Insurance	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 5,554.00	\$ 5,554.00	\$ -	\$ -	\$ -	\$ -	\$ 5,554.00	\$ 5,554.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead	\$ -	\$ 4,510.00	\$ 4,510.00	\$ -	\$ -	\$ -	\$ -	\$ 4,510.00	\$ 4,510.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 465,877.00	\$ 69,418.00	\$ 535,295.00	\$ -	\$ -	\$ -	\$ 465,877.00	\$ 69,418.00	\$ 535,295.00

Indirect As A Percent of Direct

14.9%

Contractor Initials 

Date 6/10/2021



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials TD
Date 6/10/2021



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

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

Vendor Name:

6/10/2021

Date

DocuSigned by:
Thomas L. Durling
 Name: Thomas L. Durling
 Title: CFO

Vendor Initials TD
 Date 6/10/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

6/10/2021

Date



DocuSigned by:

 Name: Thomas L. Durling
 Title: CFO

Exhibit E – Certification Regarding Lobbying

Vendor Initials 
 Date 6/10/2021



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

INSTRUCTIONS FOR CERTIFICATION

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



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

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

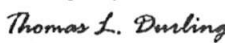
LOWER TIER COVERED TRANSACTIONS


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

Contractor Name:

6/10/2021

Date

DocuSigned by:

 Name: Thomas L. Durling
 Title: CFO

Contractor Initials 
 Date 6/10/2021



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

DS
TD

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:

6/10/2021

Date

DocuSigned by:

Thomas L. Durling

Name: Thomas L. Durling

Title: CFO

Exhibit G

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

Contractor Initials

DS
TD

**New Hampshire Department of Health and Human Services
Exhibit H**



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/10/2021

Date

DocuSigned by:

Thomas L. Durling

Name: Thomas L. Durling

Title: CFO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Contractor Initials TD

Date 6/10/2021



New Hampshire Department of Health and Human Services

Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall not disclose the PHI.

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services

The Home for Little Wanderers

The State by:

Name of the Contractor

Joseph E. Ribsam, Jr.

Thomas L. Durling

Signature of Authorized Representative

Signature of Authorized Representative

Joseph E. Ribsam, Jr.

Thomas L. Durling

Name of Authorized Representative
Director

Name of Authorized Representative

CFO

Title of Authorized Representative

Title of Authorized Representative

6/15/2021

6/10/2021

Date

Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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


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


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

Contractor Name:

6/10/2021

Date

DocuSigned by:

 Name: Thomas L. Durling
 Title: CFO

Contractor Initials 
 Date 6/10/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The DUNS number for your entity is: 0795272710000
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

DS
TD

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov