



Jeffrey A. Meyers
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
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December 4, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth, and Families to exercise a renewal option with Bethany Christian Services of Northern New England, (Vendor #161782-B001), P.O. Box 320, 183 High Street Candia NH 03034, to provide a Community and Faith-Based Initiative for the support of foster, relative, and adoptive families by increasing the price limitation by \$100,000 from \$100,000 to \$200,000 and by extending the completion date from December 31, 2019 to December 31, 2021, effective upon Governor and Executive Council approval. 100% Federal funds.

The original agreement was approved by the Governor and Executive Council on October 11, 2017 (Item # 11).

05-95-42-421010-29730000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT. OF, HHS: HUMAN SERVICES, CHILD PROTECTION, PROMOTING SAFE AND STABLE FAMILIES

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500734	Contracts for Program Services	42107306	\$25,000	\$0	\$25,000
2019	102-500734	Contracts for Program Services	42107306	\$50,000	\$0	\$50,000
2020	102-500734	Contracts for Program Services	42107306	\$25,000	\$25,000	\$50,000
2021	102-500734	Contracts for Program Services	42107306	\$0	\$50,000	\$50,000
2022	102-500734	Contracts for Program Services	42107306	\$0	\$25,000	\$25,000
			Total	\$100,000	\$100,000	\$200,000

EXPLANATION

The purpose of this request is to modify the scope of services for the provision of recruitment, retention, and support services for foster, relative, and adoptive families by adding an additional scope of work to include activities that are specific to the recruitment of families for children who the Department has determined to be difficult to place.

Approximately 350 – 400 individuals will be served from December 31, 2019 through December 31, 2021, directly through receiving goods and services, while hundreds more will be served indirectly through forums and outreach efforts to local churches and businesses.

The original agreement, included language in Exhibit C-1, Revisions to General Provisions, Paragraph 3, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

Foster, relative, and adoptive parents have a critical role in ensuring the safety and well-being of children in New Hampshire who have been removed from their birth families. By recruiting foster, relative, and adoptive parents, and providing assistance to these families, the Department is able to maintain an available pool of providers who can deliver care for these children. Children who enter foster care and are adopted from foster care may have challenges related to the trauma that they have experienced, and access to support and services while in care and after adoption helps to retain families and ensure the well-being of the children. The services provide benefits to the families, the children, and the State.

Recruiting and supporting foster, relative, and adoptive parents improves all child-serving systems because it allows children to have the support they need to remain in their communities, where they can receive other necessary services. Providing stable home environments for children can have positive effects on schools, childcare centers, afterschool programs, family assistance programs, and ultimately housing, homelessness, and even the state correctional system. Modifying the services of this agreement to strengthen the recruitment of foster, relative, and adoptive parents for children who are difficult to place will improve the ability of the Department to be able to serve all children in need of these services.

The Community and Faith-Based Initiative was developed as part of the Department's statewide recruitment and retention plan. The Department seeks to engage leaders in community and faith-based organizations in order to increase the community supports available to assist foster, relative, and adoptive families.

Bethany Christian Services of Northern New England effectiveness in delivering services will be measured through monitoring of the following performance measures:

- The Contractor shall fulfill at least five hundred (500) requests per calendar year for support for foster, relative, and adoptive families and their children. To date, the Contractor has provided direct services and goods to approximately 140 families, however, they served approximately 1900 individuals through their Operation Christmas Joy event. The Contractor has also held seven (7) different events at DCYF District Offices and conducted outreach efforts to approximately 190 churches and businesses.

- The Contractor shall provide a list to the Department of at least sixty (60) people per calendar year who express an interested in becoming foster or adoptive parents and have been referred to DCYF. To date, the Contractor has reported ninety six (96) people expressed interest in becoming foster or adoptive parents and have been referred to DCYF during the first year and a half of this contract at an average of 64 persons per year.
- The Contractor shall provide semi-annual reporting based on Department requirements. To date, the Contractor has submitted timely semi-annual reports of the first three (3) reporting periods of January – June 2018, July – December 2018 and January – June 2019.
- The Contractor shall organize and oversee at least two Faith Forums per year. To date, the Contractor has conducted five (5) forums within the first three (3) reporting periods of the current contract.

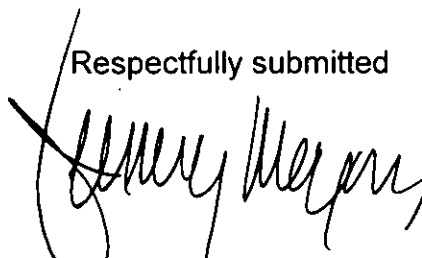
Should the Governor and Executive Council not approve this request, the State may not be able to attract the additional foster, relative and adoptive families who would be recruited through activities described by the additional scope of services, and may not be able find adequate placements for all children who are served by the Department. In addition, the Department may forgo important partnerships with churches, schools, and community organizations that would otherwise be established through the expanded scope of services.

Area served: Statewide

Source of funds: 100% Federal Funds. (CFDA # 93.556 - Promoting Safe and Stable Families Program, FAIN 1901NHFPSS).

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

Respectfully submitted



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Community and Faith Based Initiative to
Support Foster, Relative, and Adoptive Families

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community and Faith Based Initiatives to Support Foster, Relative and
Adoptive Families

This 1st Amendment to the Community and Faith Based Initiatives to Support Foster, Relative and Adoptive Families contract (hereinafter referred to as "Amendment #1"), is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Bethany Christian Services of Northern New England, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 183 High St. Candia, NH 03034.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 11, 2017 (Item #11), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph #3, the State may modify the scope of work 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, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect; 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:
December 31, 2021
2. Form P-37, General Provisions, Block 1.7, Price Limitation, to read:
\$200,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Add Exhibit A, Scope of Services, Section 2, Subsection 2.10, to read:
 - 2.10. The Contractor shall perform activities that are specific to the recruitment of foster and adoptive parents for children that the Department has identified as difficult to place. The Contractor shall provide these services for any child, regardless of their age, race, color, religion, national origin, sex, or sexual orientation. These activities shall include, but are not limited to:
 - 2.10.1. Case mining the paper and electronic case records of the difficult to place children's' records to identify individuals who are potential foster or adoptive parents, or who can provide other support resources. The Contractor shall not



New Hampshire Department of Health and Human Services
Community and Faith Based Initiative to
Support Foster, Relative, and Adoptive Families

discriminate among the individuals identified as potential resources on the basis of race, color, religion, national origin, sex, or sexual orientation.

- 2.10.2 Attending meetings at locations statewide, as scheduled by the Department, to provide information about the needs of specific children, as identified by the Department, to prospective foster and adoptive parents.
- 6. Delete Exhibit B-3, in its entirety and replace with Exhibit B-3, Amendment #1, Budget Sheet.
- 7. Add Exhibit B-4, Amendment #1, Budget Sheet.
- 8. Add Exhibit B-5, Amendment #1, Budget Sheet.
- 9. Delete Exhibit K, DHHS Information Security Requirements, Version CU/DHHS/110713 and replace with: Exhibit K, DHHS Information Security Requirements, Version V5 Last update 10.09.2018.



New Hampshire Department of Health and Human Services
Community and Faith Based Initiative to
Support Foster, Relative, and Adoptive Families

This amendment shall be effective upon the date of Governor and Executive 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

Name: Joseph E. Ribsam
Title: Director, Division for Children, Youth and Families

12-4-19
Date

Bethany Christian Services of Northern New England

Name:
Title: Director BCS Northern New England

12-2-19
Date

Acknowledgement of Contractor's signature:

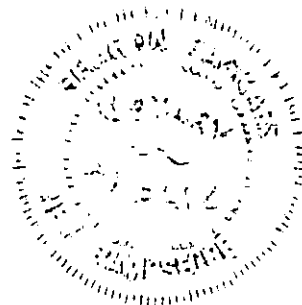
State of New Hampshire, County of Rockingham on 12-2-19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Sharon Packard
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

SHARON PACKARD, Notary Public
My Commission Expires October 2, 2024



New Hampshire Department of Health and Human Services
Community and Faith Based Initiative to
Support Foster, Relative, and Adoptive Families



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

OFFICE OF THE ATTORNEY GENERAL

12/4/19
Date

Catherine Pinos
Name: CATHERINE PINOS
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-3, Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Bethany Christian Services of Northern New England

Budget for: Community and Faith Based Initiative to Support Foster, Relative, and Adoptive Families

Budget Period: SFY 2020 (07/01/19-06/30/2020)

Line/Item	Total Program Cost			Contractor/Share/Match			Funded by DHHS/contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 42,676.00	\$ -	\$ 42,676.00	\$ 3,937.00	\$ -	\$ 3,937.00	\$ 38,739.00	\$ -	\$ 38,739.00
2. Employee Benefits	\$ 9,282.00	\$ -	\$ 9,282.00	\$ 876.00	\$ -	\$ 876.00	\$ 8,406.00	\$ -	\$ 8,406.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
7. Occupancy	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 432.00	\$ -	\$ 432.00	\$ 432.00	\$ -	\$ 432.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 455.00	\$ -	\$ 455.00	\$ -	\$ -	\$ -	\$ 455.00	\$ -	\$ 455.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Recruitment Event):	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
Volunteers	\$ 2,370.00	\$ -	\$ 2,370.00	\$ 2,370.00	\$ -	\$ 2,370.00	\$ -	\$ -	\$ -
Direct Assistance to Foster/Adoptive Families	\$ 1,041.00	\$ -	\$ 1,041.00	\$ 1,041.00	\$ -	\$ 1,041.00	\$ -	\$ -	\$ -
Administrative Overhead	\$ -	\$ 5,842.00	\$ 5,842.00	\$ -	\$ 5,842.00	\$ 5,842.00	\$ -	\$ -	\$ -
TOTAL	\$ 60,856.00	\$ 5,842.00	\$ 66,698.00	\$ 10,856.00	\$ 5,842.00	\$ 16,698.00	\$ 50,000.00	\$ -	\$ 50,000.00

Indirect As A Percent of Direct

9.6%

Contractor Initials **JLP**
Date **12-2-19**

Exhibit B-4, Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Bethany Christian Services of Northern New England

Budget for: Community and Faith Based Initiative to Support Foster, Relative, and Adoptive Families

Budget Period: SFY 2021 (07/01/20 - 06/30/21)

Line/Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 43,231.00	\$ -	\$ 43,231.00	\$ 4,323.00	\$ -	\$ 4,323.00	\$ 38,908.00	\$ -	\$ 38,908.00
2. Employee Benefits	\$ 9,478.00	\$ -	\$ 9,478.00	\$ 786.00	\$ -	\$ 786.00	\$ 8,692.00	\$ -	\$ 8,692.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 50.00	\$ -	\$ 50.00	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -
6. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
7. Occupancy	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 480.00	\$ -	\$ 480.00	\$ 480.00	\$ -	\$ 480.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 910.00	\$ -	\$ 910.00	\$ 910.00	\$ -	\$ 910.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Recruitment Event):	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
Volunteers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Assistance to Foster/Adoptive Families	\$ 2,080.00	\$ -	\$ 2,080.00	\$ 2,080.00	\$ -	\$ 2,080.00	\$ -	\$ -	\$ -
Administrative Overhead	\$ -	\$ 5,839.00	\$ 5,839.00	\$ -	\$ 5,839.00	\$ 5,839.00	\$ -	\$ -	\$ -
TOTAL	\$ 60,829.00	\$ 5,839.00	\$ 66,668.00	\$ 10,829.00	\$ 5,839.00	\$ 16,668.00	\$ 50,000.00	\$ -	\$ 50,000.00

Indirect As A Percent of Direct

9.6%

Exhibit B-5, Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Bethany Christian Services of Northern New England

Budget for: Community and Faith Based Initiative to Support Foster, Relative, and Adoptive Families

Budget Period: SFY 2022 (07/01/21-12/31/2021)

Line/Item	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 21,616.00	\$ -	\$ 21,616.00	\$ 2,162.00	\$ -	\$ 2,162.00	\$ 19,454.00	\$ -	\$ 19,454.00
2. Employee Benefits	\$ 4,739.00	\$ -	\$ 4,739.00	\$ 393.00	\$ -	\$ 393.00	\$ 4,346.00	\$ -	\$ 4,346.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
7. Occupancy	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 240.00	\$ -	\$ 240.00	\$ 240.00	\$ -	\$ 240.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 480.00	\$ -	\$ 480.00	\$ 480.00	\$ -	\$ 480.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Volunteers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Assistance to Foster/Adoptive Families	\$ 1,539.00	\$ -	\$ 1,539.00	\$ 1,539.00	\$ -	\$ 1,539.00	\$ -	\$ -	\$ -
Administrative Overhead	\$ -	\$ 2,920.00	\$ 2,920.00	\$ -	\$ 2,920.00	\$ 2,920.00	\$ -	\$ -	\$ -
TOTAL	\$ 30,414.00	\$ 2,920.00	\$ 33,334.00	\$ 5,414.00	\$ 2,920.00	\$ 8,334.00	\$ 25,000.00	\$ -	\$ 25,000.00

Indirect As A Percent of Direct

9.6%

Contractor Initials

Date 12-2-19

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

JW

12-2-19



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

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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

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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

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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.).

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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

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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.

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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



-
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

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12-2-19

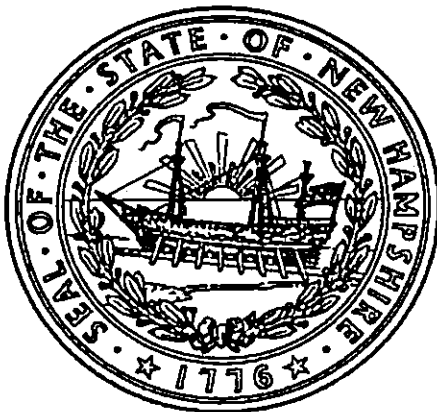
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BETHANY CHRISTIAN SERVICES OF NORTHERN NEW ENGLAND is a Michigan Nonprofit Corporation registered to transact business in New Hampshire on January 06, 2017. 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: 762740

Certificate Number: 0004513432



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Bethany Christian Services of Northern New England.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on December 2, 2019:
(Date)

RESOLVED: That the Director of the New Hampshire Branch of Bethany Christian Services of New England
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 2 day of December, 2019.
(Date Contract Signed)

4. Janice Lessard Peightell is the duly elected Director of the NH Branch of Bethany Christian Services of Northern
New England.
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Nicole Johnson
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 2nd day of December, 2019.

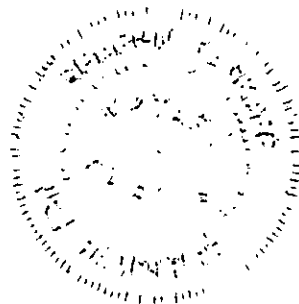
By Nicole Johnson
(Name of Elected Officer of the Agency)

Sharon Packard
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

SHARON PACKARD, Notary Public
My Commission Expires October 2, 2024

Commission Expires: _____





BETHA-1

OP ID: JN

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
08/14/2019

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

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

PRODUCER BUITEN & ASSOCIATES, LLC. 5738 FOREMOST DRIVE, SE GRAND RAPIDS, MI 49546 PAUL S BUITEN	616-284-3018	CONTACT NAME: JEAN NOLF PHONE (A/C, No, Ext): 616-284-3018 FAX (A/C, No): 616-956-8057 E-MAIL ADDRESS: jean.nolf@buiteninsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : PHILADELPHIA INDEMNITY INS CO</td> <td>18058</td> </tr> <tr> <td>INSURER B : ACCIDENT FUND INS CO OF AMER</td> <td>10166</td> </tr> <tr> <td>INSURER C : TRAVELERS INS CO</td> <td>25615</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : PHILADELPHIA INDEMNITY INS CO	18058	INSURER B : ACCIDENT FUND INS CO OF AMER	10166	INSURER C : TRAVELERS INS CO	25615	INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED BETHANY CHRISTIAN SERVICES INC BETHANY CHRISTIAN SERVICES USA LLC; BETHANY CHRISTIAN SERVICES GLOBAL LLC 901 EASTERN AVE NE PO BOX 294 GRAND RAPIDS, MI 49501-0294															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> PROFESSIONAL <input type="checkbox"/> SEX ABUSE/MOLESTA GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2023144 \$3 MIL AGG/\$1 MIL OCC \$3 MIL AGG/\$1 MIL EA ACT	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMP/COLL <input type="checkbox"/> 500/1000 D			PHPK2023144	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			PHUB689304	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 ABUSE/MOL \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6106734 BLK WAIVER OF SUBROGATION	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EMPLOYEE THEFT			105663451	09/01/2019	09/01/2020	500,000
A	CYBER / MEDIA LIAB			PHSD1471833/PHSD1471835	09/01/2019	09/01/2020	EA AGGR 3,000,000

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

RE: 183 HIGH STREET, CANDIA NH

CERTIFICATE HOLDER NEWHAMP NEW HAMPSHIRE DEPT OF HEALTH & HUMAN SERVICES; DIVISION FOR CHILDREN, YOUTH & FAMILIES 129 PLEASANT ST CONCORD, NH 03301 3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE PAUL S BUITEN
---	--



MISSION STATEMENT:

Bethany demonstrates the love and compassion of Jesus Christ by protecting and enhancing the lives of children and families through quality social services.

NORTHERN NEW ENGLAND OFFICES

PO Box 320, Candia, NH 03034-0320 * T:603.483.2886 * F:603.483.0161 * bcscandia@bethany.org
PO Box 233, Barre, VT 05461-0233 * T:802.877.6500 * F:802.877.6506 * bcsvrmont@bethany.org

Bethany Christian Services

**Consolidated Financial Report
December 31, 2018**

Independent Auditor's Report	1-2
Consolidated Financial Statements	
Statement of Financial Position	3
Statement of Activities and Changes in Net Assets	4
Statement of Functional Expenses	5-6
Statement of Cash Flows	7
Notes to Consolidated Financial Statements	8-20

Independent Auditor's Report

To the Board of Directors
Bethany Christian Services

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Bethany Christian Services and its subsidiaries (the "Organization"), which comprise the consolidated statement of financial position as of December 31, 2018 and 2017 and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

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

Opinions

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Bethany Christian Services and its subsidiaries as of December 31, 2018 and 2017 and the changes in their net assets, functional expenses, and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As described in Note 2 to the consolidated financial statements, the Organization adopted the provisions of Accounting Standards Update No. 2016-14, *Not-for-Profit Entities*, as of December 31, 2018. Our opinion is not modified with respect to this matter.

To the Board of Directors
Bethany Christian Services

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2019 on our consideration of Bethany Christian Services' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bethany Christian Services' internal control over financial reporting and compliance.

Plante & Morse, PLLC

March 26, 2019

Bethany Christian Services**Consolidated Statement of Financial Position**

December 31, 2018 and 2017

	2018	2017
Assets		
Current Assets		
Cash and cash equivalents	\$ 4,143,637	\$ 3,562,701
Investments (Note 4)	28,958,055	33,692,845
Receivables - Net of allowances	13,517,067	14,144,705
Prepaid expenses and other current assets:		
Prepaid expenses	1,360,722	1,285,223
Deposits	189,629	311,868
Total current assets	<u>48,169,110</u>	<u>52,997,342</u>
Property and Equipment - Net (Note 5)	18,587,682	17,715,895
Other Assets	220,000	220,000
Investment in Unconsolidated Affiliate (Note 4)	561,518	538,148
Total assets	<u><u>\$ 67,538,310</u></u>	<u><u>\$ 71,471,385</u></u>
Liabilities and Net Assets		
Current Liabilities		
Accounts payable	\$ 3,089,442	\$ 2,839,164
Accrued employee compensation and benefits	6,366,302	6,453,162
Deferred revenue	2,219,169	2,544,086
Other liabilities	856,187	-
Current portion of long-term debt (Note 8)	635,865	4,831,503
Total current liabilities	<u>13,166,965</u>	<u>16,667,915</u>
Long-term Debt - Net of current portion (Note 8)	6,029,583	3,506,743
Annuities Payable (Note 6)	245,625	297,235
Total liabilities	<u>19,442,173</u>	<u>20,471,893</u>
Net Assets		
Net assets without donor restrictions:		
Undesignated	27,700,384	29,620,718
Board designated (Note 11)	17,529,809	19,569,081
Total net assets without donor restrictions	<u>45,230,193</u>	<u>49,189,799</u>
Net assets with donor restrictions (Notes 11 and 12)	2,865,944	1,809,693
Total net assets	<u>48,096,137</u>	<u>50,999,492</u>
Total liabilities and net assets	<u><u>\$ 67,538,310</u></u>	<u><u>\$ 71,471,385</u></u>

Bethany Christian Services

Consolidated Statement of Activities and Changes in Net Assets

Years Ended December 31, 2018 and 2017

	2018			2017		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenue, Gains, and Other Support						
Contributions	\$ 17,126,491	\$ 1,937,674	\$ 19,064,165	\$ 16,476,922	\$ 483,441	\$ 16,960,363
Child support	82,531,401	-	82,531,401	74,489,333	-	74,489,333
Service fees	20,657,512	-	20,657,512	23,349,440	-	23,349,440
Investment (loss) income	(2,347,409)	(55,089)	(2,402,498)	3,874,954	95,629	3,970,583
Other income	1,382,237	-	1,382,237	1,305,526	-	1,305,526
Total revenue, gains, and other support	119,350,232	1,882,585	121,232,817	119,496,175	579,070	120,075,245
Net Assets Released from Restrictions	826,334	(826,334)	-	693,427	(693,427)	-
Total revenue, gains, other support, and net assets released from restrictions	120,176,566	1,056,251	121,232,817	120,189,602	(114,357)	120,075,245
Expenses						
Program expenses:						
Adoption	22,281,764	-	22,281,764	22,605,733	-	22,605,733
Foster care	33,988,537	-	33,988,537	30,934,269	-	30,934,269
International social services	1,671,937	-	1,671,937	1,336,642	-	1,336,642
Refugee and immigrant services	28,178,008	-	28,178,008	25,199,502	-	25,199,502
Counseling	10,753,754	-	10,753,754	10,601,627	-	10,601,627
Residential treatment	2,117,116	-	2,117,116	2,016,925	-	2,016,925
Sponsorship	882,244	-	882,244	826,860	-	826,860
Other programs	2,832,585	-	2,832,585	2,794,950	-	2,794,950
Youth services	2,572,251	-	2,572,251	2,463,194	-	2,463,194
Total program expenses	105,278,196	-	105,278,196	98,779,702	-	98,779,702
Support services:						
Management and general	11,625,750	-	11,625,750	10,989,423	-	10,989,423
Fundraising	6,376,039	-	6,376,039	5,929,597	-	5,929,597
Total support services	18,001,789	-	18,001,789	16,919,020	-	16,919,020
Total expenses	123,279,985	-	123,279,985	115,698,722	-	115,698,722
(Decrease) Increase in Net Assets - Before transfer of assets	(3,103,419)	1,056,251	(2,047,168)	4,490,880	(114,357)	4,376,523
Transfer of Assets	(856,187)	-	(856,187)	-	-	-
(Decrease) Increase in Net Assets	(3,959,606)	1,056,251	(2,903,355)	4,490,880	(114,357)	4,376,523
Net Assets - Beginning of year	49,189,799	1,809,693	50,999,492	44,698,919	1,924,050	46,622,969
Net Assets - End of year	\$ 45,230,193	\$ 2,865,944	\$ 48,096,137	\$ 49,189,799	\$ 1,809,693	\$ 50,999,492

See notes to consolidated financial statements.

Bethany Christian Services

Consolidated Statement of Functional Expense
Year Ended December 31, 2018

	<u>Adoption</u>	<u>Foster Care</u>	<u>Youth Services</u>	<u>International Social Services</u>	<u>Refugee and Immigrant Services</u>	<u>Counseling</u>	<u>Residential Treatment</u>	<u>Sponsorship</u>	<u>Other Programs</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Operating Expenses												
Salaries	\$11,852,625	\$12,972,755	\$1,048,471	\$ 148,694	\$11,819,404	\$ 5,593,399	\$1,286,932	\$ 181,405	\$1,248,964	\$ 6,321,108	\$ 2,804,548	\$ 55,156,305
Fringes	2,294,950	2,512,973	310,900	34,173	2,419,164	1,008,487	247,663	45,825	249,815	1,068,278	482,965	10,885,191
Taxes	878,600	951,311	75,089	10,484	872,432	411,363	95,611	11,437	91,788	444,186	189,992	4,030,293
Professional fees	637,377	239,016	254,210	53,272	1,348,733	347,074	978	143,162	117,007	1,212,182	880,492	5,233,503
Supplies	188,635	138,346	63,832	1,168	174,409	62,489	26,567	511	38,112	60,180	11,431	741,680
Telephone	313,172	294,154	9,994	2,752	281,224	142,768	5,709	1,973	19,011	49,357	26,320	1,126,434
Postage	171,690	42,301	1,802	620	18,819	26,850	1,008	2,480	3,354	68,866	135,826	473,416
Occupancy	1,591,886	1,251,728	161,422	6,581	1,237,227	643,001	63,700	604	13,143	273,233	143,042	5,385,567
Printing	149,092	43,563	1,779	274	25,733	95,577	469	9,082	35,428	38,297	403,291	802,585
Information technology	438,192	479,180	43,698	10,155	489,694	177,286	44,778	4,358	29,078	20,142	64,204	1,800,785
Equipment and furnishings	252,494	142,531	16,167	-	167,372	46,374	17,348	304	32,200	71,528	26,766	773,082
Travel	787,243	1,146,289	35,189	49,236	756,273	483,663	27,016	52,372	139,659	527,996	290,447	4,295,363
Conferences and meetings	220,259	221,964	17,591	1,643	170,496	75,388	6,773	300	50,587	209,384	32,982	1,007,369
Advertising	694,623	348,851	7,396	-	114,982	569,884	448	24,953	32,646	383,760	29,014	2,206,557
Special assistance	835,342	12,859,015	495,003	-	8,015,223	937,264	212,255	2,690	120,047	-	11	23,476,850
Overseas contributions	111,753	-	-	1,200,479	-	-	-	332,549	201,887	-	-	1,846,668
Program development	57	-	-	-	617	-	-	-	7,533	-	74	8,261
Payment processing fees	288,327	2,331	11	1,505	579	21,359	-	5,241	42,897	2,808	2,992	348,050
Educational and promotional materials	9,860	9,193	29	827	5,912	9,970	541	83	19,274	183,639	6,822	246,150
Miscellaneous fund raising	-	-	-	-	-	-	-	-	67,714	-	952,747	1,020,461
Bad debt	45,672	22,058	-	-	-	14,141	10,677	-	(1)	-	-	92,547
Miscellaneous	323,438	172,166	7,912	151,317	70,179	43,715	15,500	1,310	137,932	228,146	48,853	1,200,468
Depreciation	138,477	140,812	21,976	757	209,534	43,702	53,145	81,605	136,510	462,662	33,220	1,322,400
Total Operating Expenses	\$22,281,764	\$33,988,637	\$2,672,251	\$ 1,671,937	\$28,178,006	\$10,753,754	\$2,117,116	\$ 882,244	\$2,832,585	\$ 11,625,750	\$ 6,376,039	\$123,279,985

Bethany Christian Services

Consolidated Statement of Functional Expense
Year Ended December 31, 2017

	Adoption	Foster Care	Youth Services	International Social Services	Refugee and Immigrant Services	Counseling	Residential Treatment	Sponsorship	Other Programs	Management and General	Fundraising	Total
Operating Expenses												
Salaries	\$11,937,854	\$11,671,485	\$1,001,999	\$ 130,095	\$10,454,981	\$ 5,406,858	\$1,213,952	\$ 155,353	\$1,377,185	\$ 5,867,690	\$ 2,090,470	\$ 51,307,922
Fringes	2,674,571	2,449,300	305,350	33,970	2,359,488	987,299	252,465	48,910	355,412	1,058,672	471,002	10,996,439
Taxes	877,292	858,843	72,274	9,268	769,761	397,876	90,143	11,209	101,705	420,427	154,737	3,763,535
Professional fees	554,694	193,154	291,444	69,181	1,174,875	435,391	1,260	194,489	50,545	952,034	773,809	4,890,878
Supplies	179,784	128,985	59,867	489	166,195	72,187	29,175	113	39,574	60,274	18,280	754,723
Telephone	314,630	276,203	8,802	438	197,979	146,452	3,021	-	27,107	36,849	24,296	1,035,777
Postage	178,253	40,065	737	104	15,645	21,446	647	2,118	5,801	81,807	107,505	454,128
Occupancy	1,787,591	1,134,873	88,690	4,051	1,245,123	618,108	81,525	39	124,514	279,943	113,675	5,458,132
Printing	137,331	47,411	1,877	275	24,758	32,389	499	21,834	20,413	70,117	424,324	781,228
Information technology	421,947	461,671	35,931	2,797	351,850	165,148	37,589	20,869	30,250	9,957	37,236	1,575,045
Equipment and furnishings	48,890	28,856	3,937	8	38,883	17,028	6,178	-	9,974	29,166	5,470	188,390
Travel	600,352	1,049,153	50,727	41,763	636,275	490,333	26,717	36,127	54,847	513,883	278,379	3,978,556
Conferences and meetings	282,305	195,503	35,727	1,050	110,659	61,577	2,697	1,157	54,071	196,523	147,506	1,088,775
Advertising	822,992	367,346	6,772	-	114,491	490,445	300	13,335	43,239	393,522	4,169	2,256,611
Special assistance	679,815	11,718,762	468,589	40	7,245,268	1,062,856	215,022	1,678	206,713	-	5,322	21,604,065
Overseas contributions	218,577	-	-	938,461	-	-	-	264,524	1,039	-	-	1,418,601
Program development	7,000	-	-	6,599	1,568	-	-	-	-	-	-	15,167
Payment processing fees	306,682	1,997	11	1,174	855	20,664	-	3,392	35,151	4,506	2,690	377,122
Educational and promotional materials	17,223	21,474	382	196	4,118	9,909	863	782	6,808	139,904	73,637	275,296
Miscellaneous fund raising	-	-	-	-	-	-	-	-	-	-	1,110,858	1,110,858
Bad debt	7,692	16,416	-	-	1,000	45,750	-	-	-	39,000	-	109,858
Miscellaneous	215,186	152,086	12,994	98,238	64,247	86,173	3,916	3,333	83,318	366,511	58,959	1,144,961
Depreciation	157,072	120,686	17,284	445	221,683	33,738	50,956	47,598	167,284	468,638	27,273	1,312,657
Total Operating Expenses	\$22,605,733	\$30,934,269	\$2,463,194	\$ 1,338,642	\$25,199,502	\$10,601,627	\$2,016,925	\$ 826,860	\$2,794,950	\$10,989,423	\$5,929,597	\$115,696,722

See notes to consolidated financial statements.

Bethany Christian Services**Consolidated Statement of Cash Flows**

Years Ended December 31, 2018 and 2017

	2018	2017
Cash Flows from Operating Activities		
(Decrease) increase in net assets	\$ (2,903,355)	\$ 4,376,523
Adjustments to reconcile (decrease) increase in net assets to net cash and cash equivalents from operating activities:		
Depreciation	1,322,400	1,312,657
Loss on disposal of property and equipment	3,230	69,497
Bad debt expense	92,547	109,858
Net realized and unrealized losses (gains) on investments	3,793,400	(2,679,949)
Earnings on unconsolidated affiliate	(92,370)	(42,335)
Distributions from unconsolidated affiliate	69,000	64,000
Net present value adjustment of annuities payable	(21,081)	27,754
Donor permanent endowment contributions	(4,577)	(3,620)
Changes in operating assets and liabilities that provided (used) cash and cash equivalents:		
Receivables	535,091	(1,039,990)
Prepaid expenses and other assets	46,740	(554,029)
Accounts payable	250,278	176,350
Accrued and other liabilities	769,327	929,436
Deferred revenue	(324,917)	(292,706)
Net cash and cash equivalents provided by operating activities	3,535,713	2,453,446
Cash Flows from Investing Activities		
Purchase of property and equipment	(2,198,537)	(2,595,486)
Proceeds from disposition of property and equipment	1,120	911,333
Purchases of investments	(795,946)	(3,786,856)
Proceeds from sales and maturities of investments	1,737,336	3,487,031
Net cash and cash equivalents used in investing activities	(1,256,027)	(1,983,978)
Cash Flows from Financing Activities		
Proceeds from debt	1,654,670	864,168
Payments on debt	(3,327,468)	(1,118,727)
Payments on annuities payable	(30,529)	(39,986)
Payments on revolving credit facilities	8,500,000	750,000
Draws on revolving credit facilities	(8,500,000)	(750,000)
Permanently restricted contributions received	4,577	3,620
Net cash and cash equivalents used in financing activities	(1,698,750)	(290,925)
Net Increase in Cash and Cash Equivalents	580,936	178,543
Cash and Cash Equivalents - Beginning of year	3,562,701	3,384,158
Cash and Cash Equivalents - End of year	<u>\$ 4,143,637</u>	<u>\$ 3,562,701</u>
Supplemental Cash Flow Information - Cash paid for interest	\$ 237,553	\$ 185,722

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Note 1 - Nature of Business

Bethany Christian Services (the "Organization") is a not-for-profit corporation whose sources of revenue are derived principally from public contributions, government grants, and service fees. The Organization operates a child placement agency and provides such services as foster care, pregnancy counseling, adoptive services, and other related social services as may be appropriate in stabilizing and/or improving human relationships and conditions. Currently, these services are provided in 38 home offices in 36 states plus Washington, D.C., with the central business office located in Grand Rapids, Michigan. Approximately 68 and 62 percent of operating revenue in 2018 and 2017, respectively, was derived from services provided under contract with governmental units.

Note 2 - Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the Organization and all of its wholly owned subsidiaries, which include all of the various branches and related legal entities including Bethany Christian Services USA, LLC; Bethany Christian Services Global, LLC; and Bethany Christian Foundation, LLC. All material intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

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

Basis of Presentation

The Organization prepares its consolidated financial statements in accordance with the accounting principles outlined in the American Institute of Certified Public Accountants' *Audit and Accounting Guide for Not-for-Profit Entities* and accounting standards for financial statements of not-for-profit organizations.

Cash Equivalents

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

Concentration of Credit Risk Arising from Deposit Accounts

The Organization maintains cash balances at several banks. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000 and certain other federally managed programs. As of December 31, 2018 and 2017, the Organization had depository accounts with a financial institution in excess of federally insured limits.

Investments

Investments are stated at fair value, except for the investment in unconsolidated affiliate, which is recorded using the equity method. Gains or losses on investments are reported in the consolidated statement of activities and changes in net assets as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or by law.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Note 2 - Significant Accounting Policies (Continued)

Receivables

Receivables are stated at invoice amounts. An allowance for doubtful accounts is established based on a specific assessment of all invoices that remain unpaid following normal payment periods. In addition, a general valuation allowance is established for other accounts receivable based on historical loss experience. All amounts deemed uncollectible are charged against the allowance for doubtful accounts in the period that determination is made. The allowance was \$203,031 and \$200,000 at December 31, 2018 and 2017, respectively.

Property and Equipment

Property and equipment are recorded at cost when purchased or at fair value at the date of donation and are being depreciated on a straight-line basis over their estimated useful lives. Costs of maintenance and repairs are charged to expense when incurred. Estimated useful lives are 40 years for buildings, 20 years for land improvements (or the lease term, whichever is shorter), 10 years for furniture and fixtures, and three to five years for vehicles.

The Organization reports gifts of property and equipment as unrestricted support, unless explicit donor stipulations specify how the donated assets must be used. Gifts of property and equipment with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire property and equipment are reported as restricted support.

Certain property and equipment were acquired with funds from grant contracts that include the option for the grantor to require reversion of title at the end of the grant contract. These assets are insignificant to the consolidated financial statements as a whole and were fully depreciated as of December 31, 2018 and 2017.

Deferred Revenue

Deferred revenue consists primarily of adoption fees billed to prospective parents and collected in advance of providing adoption services and grant revenue received in advance of expenditures incurred.

Classification of Net Assets

Net assets of the Organization are classified based on the presence or absence for donor-imposed restrictions.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions or the donor-imposed restrictions have expired or been fulfilled. Net assets in this category may be expended for any purpose in performing the primary objectives of the Organization.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Earnings, gains, and losses on donor-restricted net assets are classified as net assets without donor restrictions unless specifically restricted by the donor or by applicable state law.

Contributions

Contributions of cash and other assets, including unconditional promises to give in the future, are reported as revenue when received, measured at fair value. Donor promises to give in the future are recorded at the present value of estimated future cash flows. Contributions resulting from split-interest agreements, measured at the time the agreements are entered into, are based on the difference between the fair value of the assets received or promised and the present value of the obligation to the third-party recipient(s) under the contract.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Note 2 - Significant Accounting Policies (Continued)

Contributions without donor-imposed restrictions and contributions with donor-imposed time or purpose restrictions that are met in the same period as the gift are both reported as contributions without donor restrictions.

Grant Revenue

Grant revenue received for grants determined to be exchange transactions is recognized as services are provided. Grant money received in excess of that earned is recorded as deferred revenue. Grant revenue is primarily received for child support services.

Service Fee Revenue

Prospective parents involved in the domestic infant and international adoption process are charged a fee for services, which consists of the home study, placement of the child, and supervision during the postplacement probationary time period. The international adoption process also includes fees charged by the Organization for acting as a liaison with the international agency. These fees are billed at the time the home study is complete. The Organization's policy is to recognize a portion of the fee as revenue at the time of home study completion and record a deferred revenue related to the remaining balance. A portion of the deferred revenue is recognized at the time of placement, with the remainder balance being recognized when the adoption is closed.

Functional Allocation of Expenses

The financial statements report certain categories of expenses that are attributable to one or more program or supporting functions of the Organization. Those expenses include salaries and wages, employee benefits, depreciation, and occupancy expenses. Salaries, wages, and associated employee benefits are allocated based on estimates of time and effort. Depreciation and occupancy expenses are allocated based on square footages. All other expenses are allocated based on direct identification and utilization. Although the methods of allocation used are considered appropriate, other methods could be used that would produce different amounts.

Income Taxes

The Organization is a not-for-profit corporation and is exempt from tax under the provisions of Internal Revenue Code Section 501(c)(3).

Advertising Expense

Advertising expense is charged to income during the year in which it is incurred. Advertising expense for 2018 and 2017 was \$2,206,557 and \$2,256,611, respectively.

Transfer of Assets

On November 1, 2018, Bethany Christian Services of Mississippi (BCSM) entered into an assignment and assumption agreement with a third-party nonprofit based in Alabama that provides adoption-related services in Alabama and Mississippi. The agreement transfers certain assets and liabilities of BCSM to this third-party organization. Operating revenue and expenses are those directly related to the purpose and primary mission of the Organization; therefore, the transfer of assets was reported as nonoperating expenses.

Risks and Uncertainties

The Organization invests in various investment securities. Investment securities are exposed to various risks, such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the consolidated statement of financial position.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Note 2 - Significant Accounting Policies (Continued)

The Organization's child support revenue category is made up of approximately 32 percent of contracts with state and federal agencies for international refugee services as of December 31, 2018 and 2017.

Reclassification

Certain 2017 amounts have been reclassified to conform to the 2018 presentation.

Adoption of New Accounting Pronouncement

As of December 31, 2018, the Organization adopted Accounting Standards Update No. 2016-14, *Not-for-Profit Entities*. This standard requires net assets to be classified in two categories, net assets without donor restrictions and net assets with donor restrictions, rather than the three previous classifications. In addition, the underwater portion of donor-restricted endowments is now reported as net assets with donor restrictions. This standard also requires changes in the way certain information is aggregated and reported by the Organization, including disclosures of quantitative and qualitative information about the liquidity and availability of resources and the presentation of expenses by both functional and natural classification. The standard also clarifies the definition of management and general and prohibits certain expenses from being allocated out of management and general. As a result of the adoption of this standard, the financial information for the year ended December 31, 2017 has been restated, as follows: net assets of \$1,623,883 previously reported as temporarily restricted net assets and net assets of \$185,810 previously reported as permanently restricted net assets have been combined into net assets with donor restrictions.

Upcoming Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which will supersede the current revenue recognition requirements in Topic 605, *Revenue Recognition*. The ASU is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU also requires additional disclosure about the nature, amount, timing, and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. The new guidance will be effective for the Organization's year ending December 31, 2019. The ASU permits application of the new revenue recognition guidance using one of two retrospective application methods. The Organization has not yet determined which application method it will use. This Organization anticipates this standard will have an impact on the consolidated financial statements specifically related to certain child support and service fee contracts with customers. The Organization is continuing to assess all potential impacts.

In February 2016, the FASB issued ASU No. 2016-02, *Leases*, which will supersede the current lease requirements in ASC 840. The ASU requires lessees to recognize a right-of-use asset and related lease liability for all leases, with a limited exception for short-term leases. Leases will be classified as either finance or operating, with the classification affecting the pattern of expense recognition in the statement of operations. Currently, leases are classified as either capital or operating, with only capital leases recognized on the balance sheet. The reporting of lease-related expenses in the statements of operations and cash flows will be generally consistent with the current guidance. The new lease guidance will be effective for the Organization's year ending December 31, 2020 and will be applied using a modified retrospective transition method to either the beginning of the earliest period presented or the beginning of the year of adoption. Upon implementation, the Organization's lease payment obligations will be recognized at their estimated present value along with a corresponding right-of-use asset. Lease expense recognition will be generally consistent with current practice.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Note 2 - Significant Accounting Policies (Continued)

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which provides enhanced guidance to assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) or as exchange (reciprocal transactions) and (2) determining whether a contribution is conditional. The accounting guidance will result in more governmental contracts being accounted for as contributions and may delay revenue recognition for certain grants and contributions that no longer meet the definition of unconditional. The new guidance will be effective for the Organization's year ending December 31, 2020 and will be applied on a modified prospective basis. The Organization does not expect the standard to have a significant impact on the timing of revenue recognition for government grants and contracts but has not yet determined the impact on the timing of recognition of foundation and individual grants and contributions.

Subsequent Events

The consolidated financial statements and related disclosures include evaluation of events up through and including March 26, 2019, which is the date the consolidated financial statements were available to be issued.

Note 3 - Liquidity and Availability of Resources

The following reflects the Organization's financial assets as of the consolidated statement of financial position date, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the consolidated statement of financial position date.

	2018	2017
Cash and cash equivalents	\$ 4,143,637	\$ 3,562,701
Accounts receivable - Net	13,517,067	14,144,705
Investments	28,958,055	33,692,845
Financial assets - At year end	46,618,759	51,400,251
Less those unavailable for general expenditures within one year, due to contractual or donor-imposed restrictions:		
Restricted by donor with time or purpose restrictions	1,424,941	588,904
Restricted by donors in perpetuity	188,723	185,810
Less amounts unavailable to management without board approval - Board-designated endowments	16,653,319	18,590,627
Financial assets available to meet cash needs for general expenditures within one year	\$ 28,351,776	\$ 32,034,910

The Organization's endowment funds consist of donor-restricted endowments and board-designated quasi-endowments. Income from donor-restricted endowments is not restricted for specific purposes and is available for general expenditure. As described in Note 11, the Organization applies a spending rate of 5 percent; therefore, \$876,490 and \$978,454 of appropriations from the endowment will be available within the next 12 months as of December 31, 2018 and 2017, respectively. Although the Organization does not intend to spend from its quasi-endowment other than amounts appropriated for general expenditure as part of its annual budget approval and appropriation process, amounts from its quasi-endowment could be made available if necessary.

The Organization's cash flows have seasonal variations during the year attributable to service reimbursement from various governmental entities and a concentration of approximately 40 percent of contributions received in the fourth quarter. The Organization maintains a \$5 million unsecured line of credit that can be drawn upon to manage liquidity needs.

Bethany Christian Services

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Note 4 - Investments

The details of the Organization's investments at December 31 are as follows:

	2018	2017
Mutual funds	\$ 22,504,415	\$ 26,342,411
Pooled funds	264,853	320,299
Exchange-traded funds	6,188,787	7,030,135
Subtotal	28,958,055	33,692,845
Investment in unconsolidated affiliate	561,518	538,148
Total	<u>\$ 29,519,573</u>	<u>\$ 34,230,993</u>

Investment (loss) income consists of the following:

	2018	2017
Interest and dividends	\$ 1,391,467	\$ 1,279,847
Realized and unrealized (losses) gains	(3,793,965)	2,690,736
Total	<u>\$ (2,402,498)</u>	<u>\$ 3,970,583</u>

During 2005, the Organization purchased a 40 percent minority interest in a limited liability company for \$802,060. This investment in the unconsolidated affiliate is accounted for using the equity method of accounting. The Organization recognized income of approximately \$49,000 and \$42,000 and received a distribution of \$69,000 and \$64,000 for the years ended December 31, 2018 and 2017, respectively. The Organization is the sole tenant of the real estate limited liability company and has incurred lease expenses of \$179,346 in 2018 and \$174,123 in 2017 related to an operating lease entered into in conjunction with the investment.

Note 5 - Property and Equipment

Property and equipment are summarized as follows:

	2018	2017
Land	\$ 1,456,935	\$ 1,431,935
Land improvements	1,516,713	1,516,713
Buildings and improvements	22,073,129	20,947,064
Transportation equipment	591,794	565,551
Furniture and fixtures	8,586,070	7,811,840
Construction in progress	553,785	381,722
Total cost	34,778,426	32,654,825
Accumulated depreciation	16,190,744	14,938,930
Net property and equipment	<u>\$ 18,587,682</u>	<u>\$ 17,715,895</u>

Depreciation expense for 2018 and 2017 was \$1,322,400 and \$1,312,657, respectively.

As of December 31, 2018, the Organization has \$2,300,000 of open commitments related to capital expenditures.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Note 6 - Annuities Payable

The Organization sponsors a program in which donors may transfer assets to the Organization for the right to receive a predetermined return during their lifetimes (an annuity). Based upon the terms of each annuity agreement, the Organization determines its liability under the agreement using the estimated present value of future payments to the annuitant. Such future payments are determined utilizing the life expectancy of the annuitant (based on Annuity 2012 Table for males and females) and the interest rate (discount rate), the applicable federal midterm rate for U.S. Treasury bills, in effect at the time of the gift. At December 31, 2018 and 2017, the Organization recorded \$245,625 and \$297,235, respectively, in annuities payable relating to such program.

Note 7 - Operating Leases

The Organization is obligated under operating leases primarily for office space and certain equipment and vehicles that expire through 2023.

Future minimum annual commitments under these operating leases are as follows:

Years Ending December 31	Amount
2019	\$ 3,705,884
2020	2,660,259
2021	1,662,687
2022	1,121,147
2023	784,221
Total	<u>\$ 9,934,198</u>

Total rent expense on these leases for 2018 and 2017 was \$3,470,409 and \$3,078,862, respectively.

Note 8 - Long-term Debt and Line of Credit

The Organization has a \$5,000,000 line of credit from the bank. There were no outstanding borrowings at December 31, 2018 and 2017. The line of credit bears interest at LIBOR, plus 1.75 percent (an effective rate of 4.25 and 3.31 percent at December 31, 2018 and 2017, respectively). The line of credit is collateralized by the Organization's brokerage accounts and expires on May 9, 2019.

As of December 31, 2018 and 2017, the Organization had outstanding notes payable as follows:

	2018	2017
Barnabas Foundation note payable with principal payable upon the termination of the loan and interest due quarterly. During 2018, the note was amended to accrue interest at a fixed interest rate of 3.0 percent. In 2017, interest accrued at a variable rate of LIBOR plus 1 percent (an effective rate of 2.56 percent at December 31, 2017). The loan matures on June 21, 2020 and is unsecured	\$ 1,500,000	\$ 1,500,000
Holland building promissory note collateralized by the Holland property with principal payable upon the termination of the loan and interest due monthly. Interest is a variable rate of LIBOR plus 1.75 percent (an effective rate of 3.31 percent at December 31, 2017). The loan was paid off in 2018	-	1,354,670
Holland building promissory note payable in monthly principal installments of \$10,860, including interest at a fixed rate of 5.0 percent. The loan matures on July 5, 2023 and is collateralized by the Holland property	1,635,898	-

Bethany Christian Services

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Note 8 - Long-term Debt and Line of Credit (Continued)

	<u>2018</u>	<u>2017</u>
Term loan payable in monthly principal installments of \$57,350, plus interest at LIBOR plus 1.75 percent (an effective rate of 4.25 and 3.31 percent at December 31, 2018 and 2017, respectively). The loan matures on February 29, 2023 and is unsecured	\$ 2,809,550	\$ 3,381,834
52nd Street promissory note collateralized by the 52nd Street property, with principal payable upon the termination of the loan and interest due monthly. Interest is a variable rate of LIBOR plus 1.75 percent (an effective rate of 3.31 percent at December 31, 2017). The loan was paid off in 2018	-	1,381,742
Federal Home Loan Bank Affordable Housing Program notes payable, received to assist in the building of low-income housing units. This loan has no repayment requirements, no interest, and will be forgiven at the end of the 15-year compliance period if the related projects are operated in compliance with the grant terms. The loan is expected to be forgiven on March 27, 2028. The loan is secured by the housing units associated with the loan	<u>720,000</u>	<u>720,000</u>
Total	6,665,448	8,338,246
Less current portion	<u>635,865</u>	<u>4,831,503</u>
Long-term portion	<u>\$ 6,029,583</u>	<u>\$ 3,506,743</u>

The balance of the above debt matures as follows:

<u>Years Ending</u>	<u>Amount</u>
2019	\$ 635,865
2020	2,162,424
2021	690,545
2022	719,634
2023	1,736,980
Thereafter	<u>720,000</u>
Total	<u>\$ 6,665,448</u>

Interest expense for the line of credit and long-term debt totaled \$237,553 and \$185,722 for 2018 and 2017, respectively.

The Organization is required to meet quarterly debt covenants that include liquidity requirements in relation to the term loan payables and line of credit.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Note 9 - Employee Benefit Plan

The Organization has a 403(b) retirement plan. Under the plan, employees can elect to defer up to 85 percent of their annual compensation up to the maximum dollar amount determined by the Internal Revenue Code.

The Organization provides a discretionary match for eligible employee contributions in an amount equal to 100 percent of elective deferral contributions according to the following schedule:

<u>Years of Service</u>	<u>Limit on Contributions Matched</u>
Less than 2	No matching contribution
2-4	4 percent
5-9	6 percent
10 or more	8 percent

In addition, the Organization can make a discretionary contribution of 2 percent of salary for each participant employed at the end of the year, with at least two years of service, and who has worked at least 1,000 hours during the year. The discretionary contribution was not made for 2018. The contribution was made for 2017.

The Organization made contributions of \$1,669,456 and \$2,028,936 to the plan for the years ended December 31, 2018 and 2017, respectively.

Note 10 - Fair Value Measurements

Accounting standards require certain assets and liabilities be reported at fair value in the consolidated financial statements and provide a framework for establishing that fair value. The framework for determining fair value is based on a hierarchy that prioritizes the inputs and valuation techniques used to measure fair value.

The following tables present information about the Organization's assets measured at fair value on a recurring basis at December 31, 2018 and 2017 and the valuation techniques used by the Organization to determine those fair values.

Fair values determined by Level 1 inputs use quoted prices in active markets for identical assets that the Organization has the ability to access.

Fair values determined by Level 2 inputs use other inputs that are observable, either directly or indirectly. These Level 2 inputs include quoted prices for similar assets in active markets and other inputs, such as interest rates and yield curves, that are observable at commonly quoted intervals.

Level 3 inputs are unobservable inputs, including inputs that are available in situations where there is little, if any, market activity for the related asset. These Level 3 fair value measurements are based primarily on management's own estimates using pricing models, discounted cash flow methodologies, or similar techniques taking into account the characteristics of the asset.

In instances whereby inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. The Organization's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Note 10 - Fair Value Measurements (Continued)

	Assets Measured at Fair Value on a Recurring Basis at December 31, 2018			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Balance at December 31, 2018
Assets				
Investments:				
Mutual funds - Domestic stock	\$ 6,534,384	\$ -	\$ -	\$ 6,534,384
Mutual funds - Foreign stock	4,469,797	-	-	4,469,797
Mutual funds - Bonds	10,906,220	-	-	10,906,220
Mutual funds - Real estate	594,014	-	-	594,014
Exchange-traded funds - Domestic stock	3,430,312	-	-	3,430,312
Exchange-traded funds - Foreign stock	1,719,140	-	-	1,719,140
Exchange-traded funds - Real estate	1,039,335	-	-	1,039,335
Pooled funds - Balanced	-	80,375	-	80,375
Pooled funds - Domestic stock	-	37,005	-	37,005
Pooled funds - Foreign equity	-	56,748	-	56,748
Pooled funds - Bonds	-	45,101	-	45,101
Equity securities measured at net asset value				45,624
Total investments	\$ 28,693,202	\$ 219,229	\$ -	\$ 28,958,055

	Assets Measured at Fair Value on a Recurring Basis at December 31, 2017			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Balance at December 31, 2017
Assets				
Investments:				
Mutual funds - Domestic stock	\$ 8,488,966	\$ -	\$ -	\$ 8,488,966
Mutual funds - Foreign stock	5,704,076	-	-	5,704,076
Mutual funds - Bonds	11,477,323	-	-	11,477,323
Mutual funds - Real estate	672,046	-	-	672,046
Exchange-traded funds - Domestic stock	3,890,351	-	-	3,890,351
Exchange-traded funds - Foreign stock	2,030,722	-	-	2,030,722
Exchange-traded funds - Real estate	1,109,062	-	-	1,109,062
Pooled funds - Balanced	-	92,557	-	92,557
Pooled funds - Domestic stock	-	47,922	-	47,922
Pooled funds - Foreign equity	-	71,411	-	71,411
Pooled funds - Bonds	-	51,937	-	51,937
Equity securities measured at net asset value				56,472
Total investments	\$ 33,372,546	\$ 263,827	\$ -	\$ 33,692,845

The fair value of pooled funds at December 31, 2018 and 2017 was determined primarily based on Level 2 inputs. The Organization estimates the fair value of these investments using quoted prices for similar assets in active markets and other inputs such as interest rates and yield curves.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Note 10 - Fair Value Measurements (Continued)

The Organization's policy is to recognize transfers in and transfers between levels of the fair value hierarchy as of the end of the reporting period. For the years ended December 31, 2018 and 2017, there were no transfers between levels of the fair value hierarchy.

Note 11 - Donor-restricted and Board-designated Endowments

The Organization's endowment includes both donor-restricted endowment funds and funds designated by the board of directors to function as endowments. Net assets associated with endowment funds, including funds designated by the board of directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization is subject to the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and, thus, classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the board of directors appropriates such amounts for expenditures. Most of those net assets also are subject to purpose restrictions that must be met before reclassifying those net assets to net assets without donor restrictions. The board of directors of the Organization had interpreted UPMIFA as not requiring the maintenance of purchasing power of the original gift amount contributed to an endowment fund, unless a donor stipulates the contrary. As a result of this interpretation, when reviewing its donor-restricted endowment funds, the Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund, and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law. Additionally, in accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purpose of the Organization and the donor-restricted endowment fund
- General economic conditions
- The possible effect of inflation and deflation
- The expected total return from income and the appreciation of investments
- Other resources of the Organization
- The investment policies of the Organization

Endowment Net Asset Composition by Type of Fund
as of December 31, 2018

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	\$ 17,529,809	\$ -	\$ 17,529,809
Donor-restricted endowment funds:	-	633,121	633,121
Total	\$ 17,529,809	\$ 633,121	\$ 18,162,930

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Note 11 - Donor-restricted and Board-designated Endowments (Continued)

	Changes in Endowment Net Assets for the Fiscal Year Ended December 31, 2018		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets - Beginning of year	\$ 19,569,081	\$ 712,594	\$ 20,281,675
Investment return:			
Investment income	834,368	-	834,368
Net depreciation	(2,347,971)	(55,820)	(2,403,791)
Total investment return	(1,513,603)	(55,820)	(1,569,423)
Contributions	612,604	4,573	617,177
Appropriation of endowment assets for expenditure	(878,997)	(28,226)	(907,223)
Other changes - Transfers to net assets without donor restrictions - Undesignated	(259,276)	-	(259,276)
Endowment net assets - End of year	<u>\$ 17,529,809</u>	<u>\$ 633,121</u>	<u>\$ 18,162,930</u>
	Endowment Net Asset Composition by Type of Fund as of December 31, 2017		
	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	\$ 19,569,081	\$ -	\$ 19,569,081
Donor-restricted endowment funds:	-	712,594	712,594
Total	<u>\$ 19,569,081</u>	<u>\$ 712,594</u>	<u>\$ 20,281,675</u>
	Changes in Endowment Net Assets for the Fiscal Year Ended December 31, 2017		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets - Beginning of year	\$ 18,213,840	\$ 665,814	\$ 18,879,654
Investment return:			
Investment income	773,486	-	773,486
Net appreciation	1,580,145	86,170	1,666,315
Total investment return	2,353,631	86,170	2,439,801
Contributions	124,490	3,620	128,110
Appropriation of endowment assets for expenditure	(885,506)	(43,010)	(928,516)
Other changes - Transfers to net assets without donor restrictions - Undesignated	(237,374)	-	(237,374)
Endowment net assets - End of year	<u>\$ 19,569,081</u>	<u>\$ 712,594</u>	<u>\$ 20,281,675</u>

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Note 11 - Donor-restricted and Board-designated Endowments (Continued)

Return Objectives and Risk Parameters

The Organization 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 Organization must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. Under this policy, as approved by the board of directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results while assuming a moderate level of investment risk. The Organization expects its endowment funds, over time, to provide an average rate of return of approximately 8 percent annually. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending Policy and How the Investment Objectives Relate to Spending Policy

The Organization has a policy of appropriating for distribution each year 5 percent of its endowment fund's average fair value over the prior eight quarters through the calendar year end preceding the fiscal year in which the distribution is planned. In establishing this policy, the Organization considered the long-term expected rate of return on its endowment. Accordingly, over the long term, the Organization expects the current spending policy to allow its endowment to grow an average of 3 percent annual. The Organization has a policy that permits spending from underwater endowment funds depending on the degree to which the fund is underwater, unless otherwise precluded by donor intent or relevant laws and regulations.

Note 12 - Net Assets

Net assets with donor restrictions as of December 31 are available for the following purposes:

	2018	2017
Subject to expenditures for a specified purpose:		
Term endowments	\$ 440,954	\$ 504,279
Accumulated earnings on donor endowments	58,752	84,625
Washington Foster Care	158,375	-
Unaccompanied Children Crisis	1,082,099	-
Total subject to expenditures for a specified purpose	1,740,180	588,904
Subject to the passage of time - Pledges	937,041	1,034,979
Subject to the Organization's spending policy and appropriation - Donor endowment	188,723	185,810
Total	<u>\$ 2,865,944</u>	<u>\$ 1,809,693</u>

**BETHANY CHRISTIAN SERVICES OF NORTHERN NEW ENGLAND
NEW ENGLAND BOARD MEMBERS**

Alisa Barthelemy (NNE Interim Vice President) Job Title: Social Worker	<u>2015</u>	Nicole Johnson (NNE Interim President) Job Title: Stay-at-home mom	<u>2015</u>
Robert Crain Job Title: Director and Founder	<u>2019</u>	Darlene Kimball Job Title: Homemaker	<u>2011</u>
Nick DeYoung Job Title: Lead Pastor	<u>2019</u>	Jennessa Kimball Job Title: Engineer	<u>2012</u>
Wanda Green (NNE Treasurer) Job Title: Accountant	<u>2015</u>	Deanna Smith (NNE Secretary) Job Title: Bookkeeper and Stay at home mom	<u>2014</u>
Joseph Johnson Job Title: Civil Engineer	<u>2015</u>		

JENNIFER LAMONTAGNE

EMPLOYMENT

2014-Present In home child care provider

Owner

Providing quality child care and related services to children in my home

2014-2015 CASA Volunteer

Volunteered for CASA of NH

Visited assigned children monthly and attended court to advocate on their behalf while looking out for their best interests.

2007-2014 Independent Home Care Service Provider

Administrator/Care provider

NH Licensed-providing care for the elderly in their homes, whole patient focused, coordinating care, scheduling, and payroll

2005-2007 NH Community Technical College

Berlin, NH

Teacher

NH credentialed preschool teacher serving children 3-5 years and families, NAEYC accredited school, created and taught DAP curriculum, worked individually with developmentally disabled preschoolers, progress reporting, assessments

2004-2005 Dartmouth Hitchcock Medical Center

Lebanon, NH

LNA Hematology/Oncology Inpatient

In collaboration with unit staff performed assigned patient care activities, clerical, and environmental duties, skilled in advanced and postmortem care, pt function assessments to include vital signs, specimen collection, suction, wound care assistance, oxygen application. Initiate and maintain clinical charts. Participated in committees and projects as assigned. Capable of completing a high volume of requests quickly and efficiently in multiple roles.

2000-2002 Cottage Hospital
Woodsville, NH
MIS/Billing

Calculated daily patient charges , posted to accounts, ran computerized ER/Clinic reports, gained knowledge in computer repair, used spreadsheets to track monthly department charges.

Promoted to Business Office, Patient Account Representative. Accurate and timely processing of claims to third -party carriers and intermediaries while answering inquiries on a timely basis. Monitoring late charges to accounts, rebilled/reviewed/verified and Keyed third-party remittances to proper accounts within 24 hours, attended billing meetings and fiscal service meetings as necessary. electronically billed batched to NH/VT medicaid, keyed stat link claims, optical scanning

EDUCATION

2014 Casa Training
Became a Casa/GAL

2008 EMT Course Berlin, NH
Graduated written and clinical

2004 Clinical Career Training, LLC
Graduated theory and clinical studies through NH Board of Nursing as Licensed Nursing Assistant

2004-2007 Springfield College St Johnsbury, VT
Human services/ counseling
Maintained Deans list status as a student in the Bachelor of Human Service Program.

2001-2004 NH Community Technical College Berlin, NH
Health Science Technology-graduate, high honors. Early Childhood Education, Special Education.

CYNTHIA A. THOMAS

EXPERIENCE

HUMAN RESOURCES MANAGER

8/2014 – 1/2015

McClellan Automation Systems, Merrimack, NH

- Performed full HR function audit of all services, benefits & files. Assisted the company in downsizing from 235 to 35 due to a major contract loss. Full benefits management, open enrollment, implementation of financial wellness program and new 401k vendor.

HUMAN RESOURCES & BENEFITS

11/2013 – 7/2014

Robert Half & Kelly Services, Bedford, NH

- Temporary positions involving recruitment, benefits audits, human resources audits, consulting regarding employment and benefits laws, bringing HR department into compliance with ERISA and employment laws, preparation of employee handbook and company policies.

HUMAN RESOURCE & PAYROLL MANAGER

10/2008 – 01/2013

SAI Communications- Corporate headquarters (Company operates in 10 states)

- New start up HR department at corporate headquarters
- Hired 100+ employees in one year
- Implemented HRIS system, new ADP payroll Payexpert/HRB, IPAY, employee self-service, added new benefits, setup carrier feeds for enrollment, payroll processing/management for 250 employees in ten (10) states, including tax administration and state reporting.
- Developed and implemented management training program nationwide, worker's compensation and loss prevention, employee handbook and company policies
- Managed COBRA, FmLA benefits, LOA, worker's compensation, STD and all benefit plans.

COMMUNITY LIAISON

07/2009 - present

Bethany Christian Services USA LLC (NH)

- Outreach to churches, businesses and organizations statewide on behalf of NH foster children and children awaiting adoptive homes
- Recruitment of foster families, organize events, rally support for items needed for children coming into care, form alliances to raise awareness and provide ongoing support. Recruited 70+ families in 2013
- This work is performed under a grant from the NH Division of Children, Youth & Families

HUMAN RESOURCE DIRECTOR

11/2005 – 02/2007

Newick's Hospitality Group, Inc. (ME & NH)

- Opened new restaurant, closed two restaurant locations, hired 125 in three weeks
- Conducted job fairs, job orientation, processing payroll for 300+ multi-state
- 401k plan administrator, implemented management and employee training programs
- Complete benefits review and sourcing of new vendors
- Managed all benefits, COBRA, 401k, FmLA, worker's compensation, attendance.

BENEFITS & RETIREMENT MANAGER

08/1998 – 06/2001

Textron Automotive Co., Inc., Farmington, NH 03835, Div. of Textron, Inc.

- Managed the benefit and retirement plans for five locations and a base of 1000 employees, 2000 vested former employees, and 700 retirees
- Performed proactive benefits sourcing, assisting employees and retirees with benefit issues, coordination of benefits administration with TPA's and other vendors
- As retirement plan administrator I performed plan audits, FAS87 and FAS106 reporting, preparation of retirement calculations
- Responsible for Peoplesoft database and consulting with Division to bring 27 plants on line for vendor interface

CORPORATE BENEFITS, 401k & PENSION MANAGER

04/1992 – 06/1997

Prime Tanning Co., Inc., Rochester, NH 03866 (Multi-state ME, NH & MO)

- Established a flexible benefits plan, prescription retail & mail plan, Behavioral Health/EAP network resulting in significant cost savings for the company
- Conducted a complete overhaul of personnel and benefit records to assure compliance
- Established new relationships with benefit vendors. Implemented a 401(k) plan Prepared SPD's and Plan Documents for benefit and pension plans, revised vendor contracts to minimize company exposure
- Management and administration of Defined Contribution, Profit Sharing/401k & Defined Benefit Plans, as well as Health & Welfare Benefit Plans

OWNER, ACCOUNTANT, PROPERTY MANAGER

Thomas Seacoast Rentals, NH

01/1998 – 03/2014

- Purchased, renovated, and managed property rentals for up to 21 units, 7 properties
- Accounting, AP/AR, contracted for renovations, tax filings, leases, tenant relations

HUMAN RESOURCE & SAFETY MANAGER

08/1989 – 11/1991

Teledyne Laars, division of Teledyne, Inc.

I was the first person hired for the start-up company and recruited all management, exempt and non-exempt employees and established the HR department.

- Established company benefit plans, company procedures, policies and a handbook
- Member of strategic development team that developed a 5-year strategic plan
- Established company safety program, safety training, safety policies and procedures, and a First Aid team. Successfully underwent a complete OSHA review and DOL review Lowest worker's compensation costs out of all Teledyne's divisions that was especially remarkable considering we were a start-up with all new employees
- Established a wage and salary program for the facility, implemented a 401(k) plan
- Managed payroll, recruitment of over 100 employees, exempt and non-exempt

HUMAN RESOURCE MANAGER

07/1986 – 07/1989

NESLAB Instruments Inc. -now Thermo NESLAB (Fisher Scientific), Newington, NH

The Human Resource Department was newly established. I brought the company from a small privately owned company with 140 employees to 260 employees during this time. This was done during a period of less than 2% unemployment on the Seacoast.

- Managed HR, employee relations, safety, training, 401k and pension administration, profit sharing, wage and salary administration, benefits, and employment
- Established a company handbook, open houses for employees and employment, awards program, management training program, employee newsletter, HRIS
- I developed a complete wage and compensation program including Executive management, sales, engineering, staff, and manufacturing job descriptions, salary surveys, benefits surveys, wage and salary scales, and performance review plan
- Managed payroll function

COMPUTER BACKGROUND

Extensive HRIS & Payroll: ADP HR Partner and Payroll, PC Payroll, PayExpert, ADP HR and Benefits, MAS90, ADP IPAY, Control Data Payroll, Peoplesoft HR, ABRA HR 2000. Competent in Excel, Wordperfect, Word, Publisher, Powerpoint, Quicken, Quickbooks, Outlook, Access.

EDUCATION

MBA	2001	Business Management	Southern NH University
Bachelor's Degree	1986	Business Management & Accounting	Franklin Pierce College
SPHR Certification	2000	Society of Human Resource Management	

DEBORAH J. MILLER

PROFESSIONAL EXPERIENCE

Bethany Christian Services, North Andover, Massachusetts

Office Coordinator, April 2001 through the present

- Facilitate and provide office support for multiple social workers covering four New England states.
- Create and implement efficient office procedures to improve both internal and customer focused communications
- Copy editor for New Hampshire Community and Faith Based Initiative newsletter
- Establish strong, customer focused relationships with clients through all communications channels; phone, face to face or web inquires.
- Coordinate all travel arrangements and itineraries
- Crisis management. Facilitate communication between social workers, clients in crisis, and State Agencies.
- Responsible for data entry for all client and financial based systems.

Park Street Travel, Andover, Massachusetts

Office Assistant, August 2000 through April 2001

- Provided administrative and organizational support to eight travel agents by answering multiple telephone lines, separating tickets and invoices for clients, preparing Federal Express and local deliveries, loading various forms into printers, preparing itineraries for foreign travel, computer support and filing.

MarchFirst, Inc., Salem, New Hampshire

Senior Consultant, October 1998 through August 2000

- J. D. Edwards technical consultant responsibilities included program modifications, analysis and design of conversion programs, training, technical documentation and implementation documentation.
- Completed the J. D. Edwards One World technical immersions five-week training class.
- Applications included Accounts Receivable, Accounts Payable, General Ledger, Distribution and Manufacturing.
- Clients included: Asahi America, Data Instruments, and Lynn Ladder in Massachusetts, Spirol International in Connecticut and William Grant and Sons in New Jersey.

Asahi/America, Malden, Massachusetts

Senior Programmer/Analyst, August 1996 through October 1998

- Friedman Associates Software Modules included A/R, A/P, Customer Order Processing, ATO and Inventory.
- Troubleshoot various user problems from Friedman Software to AS400 operational issues.
- Design, Code, Test and Implement a Complaint database.
- Train junior staff member in RPG.
- Write reports for A/R, Purchasing and Sales.
- Download A/R data to a Dun & Bradstreet RAM system
- Completed Technical Foundations training for J. D. Edwards

Dana-Farber Cancer Institute, Boston, Massachusetts

Senior Software Engineer, November 1992 through 1996

- Training of junior staff members in SDLC, RPG, CLP and application function for patient accounting.
- Project leader for Aldon Change Management system. Managed all phases of project:
- Selection, justification, planning, implementation and training.
- Served as customer liaison handling communications between customers and programming staff.
- Heavy customer interaction for throughout testing and implementation phases.
- Implementation coordinator during system installations.
- Technical Coordinator for Patient Accounting Applications handling trouble calls and serving as on-call programmer
- Continuous Quality Improvement Teams included: Systems Development Life Cycle, On-Call Process, IS CQI Support and Interdepartmental Communication.

DEBORAH J. MILLER

EDUCATION & TRAINING

Received GED Diploma in 1982

Northern Essex Community College – Business Management w/Data Processing Concentration

IBM RPG Programming Classes

Various HIPAA and Cultural Diversity Workshops Classes

COMPUTER SKILLS

Proficient in Microsoft Word, Excel, Lotus Notes, Windows 95/98, XP & 7, Team Viewer

VOLUNTEERISM

Trauma Intervention Program 96 hour training

Host a home group for Northland: A Church Distributed

REFERENCES

Furnished upon request.

Janice Lessard Peightell, MSW, LICSW

EDUCATION

1998 - NH Certified Clinical Social Worker

1986 - Portsmouth Family Institute.

Completed "Advanced Supervision Group in Family and Couples Therapy".

1985 - Portsmouth Family Institute completed "Family and Couples Therapy".

1981 - ACSW Certification

1979 - Master of Social Work, Syracuse University, Dean's List

1978 - Bachelor of Science- Social Work. State University at Brockport, Magna Cum Laude.

1976 - State University at Geneseo – Sociology, Dean's List.

EXPERIENCE

2015-Present: Bethany Christian Services of Northern New England - Director
Responsible for direction of the adoption, pregnancy counseling programs in New Hampshire and Vermont. Oversight of the Community and Faith Based Initiative grant; Wendy's Wonderful Kids grant; and Safe Families for Children's program in New Hampshire. Position includes staff supervision and some clinical work in pregnancy counseling and adoption programs.

2012-2014 Bethany Christian Services of New England - Interim Director

Responsible for the direction of the adoption, pregnancy counseling, and grant programs in New Hampshire, Vermont, Rhode Island, and Massachusetts. Position includes staff supervision, adoptive home studies, pregnancy counseling, budget preparation, and over site of the Wendy's Wonderful Kid and the Community and Faith Based Initiative programs.

1998-2011 Bethany Christian Services of New England - Co-Director.

Responsibilities include directing the adoption and pregnancy counseling programs in New Hampshire and Vermont. Current position includes completing domestic and international adoptive home assessments, providing counseling to women experiencing unplanned pregnancies and their partner and/or extended family members. Providing staff support and supervision.

1987-1998 Bethany Christian Services of New England - Social Worker,

Responsibilities included completing all pregnancy counseling for clients in New Hampshire and Vermont who requested counseling regarding their unplanned pregnancy. Completed adoptive family assessments for couples and single applicants in New Hampshire and Vermont.

1989-1990 WHITE PINES COLLEGE - Instructor in Social Work Department

Taught methods of social work and supervised student field placements.

1986-1987 CROTCHED MOUNTAIN REHABILITATION CENTER

Senior Case Manager/Social Worker

Supervision of staff, filled in for Director in his absence, led study team, other administrative duties as assigned as well as carrying full caseload.

1979 -1986 CROTCHED MOUNTAIN REHABILITATION CENTER

Case Manager/Social Worker

Duties included acting as the primary client advocate for thirty-five to forty-five multiply-handicapped students, coordinating the student's programming, acting as the liaison between the Center, the students' families, and other outside parties. Leader of the Parent Support Group for the pre-school program.

PUBLICATIONS EDITED

"You Too?" A handbook written by parents of special needs children for parents of a special needs child. Crotched Mountain Rehabilitation Center, January 1983.

REFERENCES

Furnished upon request.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jennifer Lamontagne	Community Coordinator	\$19.00 per hour	7 hours a week	\$6,910
Cynthia Thomas	Community Coordinator	\$57,677	18 hours a week	\$25,946
Debbie Miller	Office Administrator	\$48,703	2 hours a week	\$2,435
Janice Lessard Peightell	Branch Director	\$74,670	4 hours a week	\$7,465



Jeffrey A. Meyers
Commissioner

Christine Tappan
Interim Director

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4455 1-800-852-3345 Ext. 4455
Fax: 603-271-4729 TDD Access: 1-800-735-2964
www.dhhs.nh.gov/dcyf

August 29, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth, and Families, to enter into an agreement with Bethany Christian Services of Northern New England, Vendor #161782-B001, P.O. Box 320, 183 High Street Candia, NH 03034, in an amount not to exceed \$100,000, to provide a Community and Faith Based Initiative for the support of Foster, Relative, and Adoptive Families, effective January 1, 2018 or upon date of Governor and Council approval, whichever is later, through December 31, 2019. 100% Federal Funds.

Funds are available in the following account(s) for SFY 2018 and SFY 2019 and are anticipated to be available in SFY 2020, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-42-421010-29730000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT of, HHS: HUMAN SERVICES, CHILD PROTECTION, PROMOTING SAFE-STABLE FAMILIES

SFY	Class	Title	Activity Code	Budget
2018	102-500734	Contracts for Program Services	42107306	\$25,000
2019	102-500734	Contracts for Program Services	42107306	\$50,000
2020	102-500734	Contracts for Program Services	42107306	\$25,000
			Total	\$100,000

EXPLANATION

The purpose of this request is for the provision of recruitment, retention, and support for foster, relative, and adoptive families by engaging community and faith based organizations to provide families for children in need of a home, and to provide supportive services to those families. The Community and Faith Based Initiative was developed to augment the Division's annual statewide recruitment and retention plan. The Division seeks to engage leaders in community and faith based agencies in order to increase the accessibility of natural supports available in the community that can assist foster, relative, and adoptive families.

Foster, relative, and adoptive parents have a critical role in ensuring the safety and wellbeing of the children in New Hampshire who have been removed from their birth family. Recruiting and providing assistance to these families is crucial to having a readily available pool of providers who can provide that care. Children who enter foster care and are adopted from foster care may have challenges related to the trauma they have experienced and having access to supports and services while in care and after adoption not only helps retain families but ensures the children's well-being. This benefits the family, the children, and the State of New Hampshire as a whole.

Recruiting and supporting foster, relative, and adoptive parents impacts all child-serving systems because it allows children to have the supports they need to remain in their communities, addresses trauma, and improve overall well-being. The improved outcomes for children can have positive effects on schools, childcare centers, afterschool programs, family assistance programs, and ultimately housing, homelessness, and even the state correctional system.

Bethany Christian Services was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from June 5, 2017 through July 13, 2017. The Department received one (1) proposal. The proposal was reviewed and scored by a team of individuals with program specific knowledge. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Council.

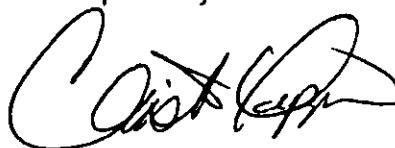
Should the Governor and Executive Council decide not to approve this request, the foster and adoptive parents in the state will lose out on much needed supports, and the state will lose the additional families who are recruited through the activities of the grant. In addition the state will lose many important partnerships that are forged through this initiative.

Area served: statewide

Source of funds: 100% Federal Funds. (CFDA # 93.556 - Promoting Safe and Stable Families Program, FAIN 1701NHPSS)

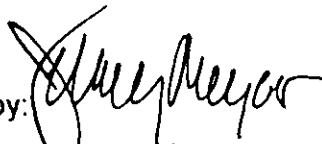
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program

Respectfully submitted



Christine Tappan
Interim Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

Community and Faith Based Initiative to Support
Foster, Relative, and Adoptive Families

RFP-2018-DCYF-08-COMMU

RFP Name

RFP Number

Reviewer Names

Bidder Name
1. Bethany Christian Service of Northern New England
2. 0
3. 0
4. 0
5. 0
6. 0
7. 0
8. 0
9. 0
10. 0
11. 0

Pass/Fail	Maximum Points	Actual Points
	205	201
	205	0
	205	0
	205	0
	205	0
	205	0
	205	0
	205	0
	205	0
	205	0
	205	0

1. Rebecca Lorden, Fiscal Administrator, DCYF (Cost)
2. Seung Kim, financial analyst, DCYF (Cost)
3. Candace Abood, Post Adoption Coordinator, DCYF (Tech)
4. Amy Byers, Resource Worker, DCYF (Tech)
5. Catherine Meister, Adoption Prog. Supervisor, DCYF (Tech)
- 6.
- 7.
- 8.
- 9.

Subject: Community and Faith Based Initiative to Support Foster, Relative, and Adoptive Families (RFP-2018-DCYF-08-COMMU)

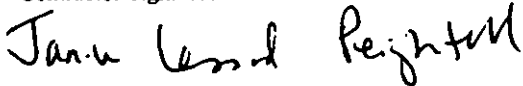
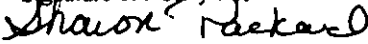


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Bethany Christian Services of Northern New England		1.4 Contractor Address P.O. Box 320 183 High Street Candia, NH 03034	
1.5 Contractor Phone Number 603-483-2886	1.6 Account Number 05-95-42-421010-29730000-102-500734	1.7 Completion Date December 31, 2019	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Janice Lessard Peightell Branch Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>9/18/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		SHARON PACKARD, Notary Public My Commission Expires October 29, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Sharon Packard			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christie Egan, Senior Division Director	
1.16 Approval by the NH Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>9-12-17</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Yspir Attorney 9/28/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall maintain a license as a child-placement agency and shall meet the training and qualifications in accordance with He-C 6448.
- 2.2. The Contractor shall engage community and faith based organizations in promoting recruitment and retention of foster, relative, and adoptive parents which shall include, but not be limited to:
 - 2.2.1. Introductions from current partners.
 - 2.2.2. Emails.
 - 2.2.3. Phone calls.
 - 2.2.4. Face-to-face meetings.
 - 2.2.5. "Faith Forums" which are meetings to discuss the needs in specific communities and ways to work together more effectively. Members include, but are not limited to:
 - 2.2.5.1. Faith leaders.
 - 2.2.5.2. Other agency representatives.
 - 2.2.5.3. Interested citizens.
- 2.3. The Contractor shall assist the Division for Children, Youth, and Families (DCYF) with outreach to community and faith based organizations which shall include, but not be limited to:
 - 2.3.1. Inviting all representatives from faith communities within a half hour of a "Faith Forum" event by:
 - 2.3.1.1. Creating a list of invitees based on an internet search.
 - 2.3.1.2. Sending out emails.

**New Hampshire Department of Health and Human Services
Community and Faith Based Initiative to
Support Foster, Relative, and Adoptive Families
Exhibit A**



- 2.3.1.3. Making phone calls.
- 2.3.2. Providing a "Heart Gallery" which includes child-specific information and waiting child profiles and pictures, to churches and community groups willing to display current photos and information.
- 2.4. The Contractor shall act as a clearinghouse of information on recruitment and retention of foster and adoptive parents within community and faith based organizations. Clearinghouse information shall be provided to these organizations using various methods including, but not limited to:
 - 2.4.1. Sending out monthly or bi-monthly email updates.
 - 2.4.2. Building the "Helping Hands" list for each region for the Faithfully One by One Program. This list contains volunteers interested in how they can support families who foster or adopt a child.
- 2.5. The Contractor shall expand participation in the Community and Faith Based Advisory Council to include a greater representation of community and faith based organizations as evidenced by attendance at council meetings by using strategies including, but not limited to:
 - 2.5.1. Planning and managing events including, but not limited to:
 - 2.5.1.1. Annual May foster, kinship, and adoptive family celebration (hereafter "May celebration").
 - 2.5.1.2. Campership committee.
 - 2.5.1.3. Subcommittee to assist youth returning to home communities from the Sununu Youth Center.
 - 2.5.2. Organizing and leading "Faith Forums."
- 2.6. The Contractor shall provide education and training to community and faith based coordinators in each organization participating in this initiative including, but not limited to:
 - 2.6.1. Presenting on current needs at faith communities.
 - 2.6.2. Having other agencies present at "Faith Forums" which may include, but are not limited to:
 - 2.6.2.1. DCYF.
 - 2.6.2.2. Grant staff.
 - 2.6.2.3. CASA.
 - 2.6.2.4. Individuals who can provide testimonials of how needs have been met or what needs remain unmet.

**New Hampshire Department of Health and Human Services
Community and Faith Based Initiative to
Support Foster, Relative, and Adoptive Families
Exhibit A**



- 2.6.3. Presenting on topics such as:
 - 2.6.3.1. Adoption options.
 - 2.6.3.2. Foster parent application process.
 - 2.6.3.3. Safe Families for Children.
 - 2.6.3.4. Ways to support children and families already in local communities.
 - 2.6.3.5. What is the Community and Faith Based Initiative?
- 2.6.4. Having a Bethany Fellowship Dinner to share testimonials.
- 2.7. The Contractor shall promote the support of foster, relative, and adoptive parents within their identified community and faith based organizations by facilitating connections and assisting in sustaining connections between organizations and foster, relative, and adoptive parents through methods including, but not limited to:
 - 2.7.1. Collaborating with current partners, such as Make Over Ministry.
 - 2.7.2. Employing online resources, such as the virtual clothes closet.
 - 2.7.3. Requesting assistance from churches and agencies via the Helping Hands email list.
 - 2.7.4. Requesting assistance from to local groups, community agencies, or church teams for specific requests, such as the need for a home renovation.
 - 2.7.5. Holding events such as the May celebration.
- 2.8. The Contractor shall coordinate with DCYF staff, particularly the resource workers, in order to assist with activities including, but not limited to:
 - 2.8.1. Recruiting foster and adoptive parents through a variety of recruitment initiative and events.
 - 2.8.2. Organizing and implementing retention events for foster, relative, and adoptive families.
 - 2.8.3. Supporting foster, relative, and adoptive families by coordinating the donation of goods including, but not limited to:
 - 2.8.3.1. Furniture.
 - 2.8.3.2. Clothing.
 - 2.8.3.3. Toys.
 - 2.8.3.4. Donations for extracurricular and recreational activities for the children.
 - 2.8.4. Assisting foster, relative, and adoptive families by coordinating the donation of services to assist with meeting licensing requirements such as hard-wired smoke detector installation.



2.9. The Contractor shall organize and implement appreciation and celebration events for foster, relative, and adoptive families including, but not limited to:

- 2.9.1. May celebration.
- 2.9.2. Christmas party.
- 2.9.3. Faith Forums.
- 2.9.4. May Foster Family event.
- 2.9.5. November Adoption event.

3. Definitions

- 3.1. **Adoptive Families** – Families who have adopted children from the guardianship of the Division for Children, Youth, and Families.
- 3.2. **Clearinghouse** – An agency or organization that collects and distributes information about a specific subject.
- 3.3. **Community and Faith Based Advisory Council** – The advisory council is comprised of members of community and faith based organizations who commit to bi-monthly meetings, advise the Contractor on information shared at the meeting, and assist with planning activities related to the grant.
- 3.4. **DCYF (Division)** – Division for Children, Youth, and Families.
- 3.5. **DHHS (Department)** – Department of Health and Human Services.
- 3.6. **Foster Families** – Families that provide care to children who are in the custody of DCYF.
- 3.7. **He-C 6448** –New Hampshire Division for Children, Youth, and Families' Rules regarding the licensing requirements for child-placing agencies.
- 3.8. **Relative Providers** – Relatives of children who are in the custody of DCYF and are providing care to these children.
- 3.9. **Resource Workers** – Employees of DCYF who are charged with recruiting, licensing, and supporting foster/adoptive homes.

4. Reporting

- 4.1. The Contractor shall provide semi-annual reporting based on Department requirements which shall include, but not be limited to:
 - 4.1.1. The numbers and types of requests received and fulfilled from the district offices.
 - 4.1.2. A list of speaking engagements.
 - 4.1.3. A summary of events which were held as part of the contract.
 - 4.1.4. The number of people who expressed an interest in becoming foster or adoptive parents as a result of the speaking engagements and events.



5. Performance Measures

- 5.1. The Contractor shall ensure that following performance indicators are achieved for the time period specified and are monitored monthly to measure the effectiveness of the agreement:
- 5.1.1. The Contractor shall fulfill at least five hundred (500) requests per calendar year for support for foster, relative, and adoptive families and their children.
 - 5.1.2. The Contractor shall provide a list to the Department of at least sixty (60) people per calendar year who express an interested in becoming foster or adoptive parents and have been referred to DCYF.
 - 5.1.3. The Contractor shall provide semi-annual reporting based on Department requirements.
 - 5.1.4. The Contractor shall organize and oversee at least two Faith Forums per year.
- 5.2. The Contractor shall develop and submit to the Department a corrective action plan for any performance measure that was not achieved within one (1) month after the required completion date.



Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
3. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.556, Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families.
4. The Contractor shall provide twenty-five percent (25%) matching funds as shown in Exhibit B-1 through B-3 (Budgets).
5. Payment for said services shall be made monthly as follows:
 - 5.1. 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.
 - 5.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 5.3. The Contractor shall document the required match on all invoices. Failure to provide and/or document match may result in payment being withheld pending provision of match.
 - 5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
 - 5.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 5.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DCYFInvoices@dhhs.nh.gov
 - 5.7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
6. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

**New Hampshire Department of Health and Human Services
Community and Faith Based Initiative to
Support Foster, Relative, and Adoptive Families**



Exhibit B

7. When the Contract Price limitation is reached, the Contractor shall continue to operate at full capacity at no charge to the Division Children, Youth, and Families for the duration of the Contract Period.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Bethany Christian Services of Northern New England

Budget for: Community and Faith Based Initiative to Support Foster, Relative, and Adoptive Families

Budget Period: SFY 2018 (01/01/2018-06/30/2018)

Line Item	Total Program Cost		Community Support Grant		Foster Care Grant		Adoptive Family Grant	
	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$ 21,061.00	\$ -	\$ 21,061.00	\$ -	\$ 1,776.00	\$ -	\$ 1,776.00	\$ -
2. Employee Benefits	\$ 4,959.00	\$ -	\$ 4,959.00	\$ -	\$ 444.00	\$ -	\$ 444.00	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -
7. Occupancy	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ 600.00	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 252.00	\$ -	\$ 252.00	\$ -	\$ 252.00	\$ -	\$ 252.00	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Volunteers	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
Direct Assistance to Foster/Adoptive Families	\$ 1,370.00	\$ -	\$ 1,370.00	\$ -	\$ 1,370.00	\$ -	\$ 1,370.00	\$ -
Administrative Overhead	\$ -	\$ 2,892.00	\$ 2,892.00	\$ -	\$ -	\$ 2,892.00	\$ 2,892.00	\$ -
TOTAL	\$ 30,442.00	\$ 2,892.00	\$ 33,334.00	\$ -	\$ 6,442.00	\$ 2,892.00	\$ 8,334.00	\$ 25,000.00

Indirect As A Percent of Direct

9.5%

Contractor Initials: JUP
Date: 9-8-17

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Bethany Christian Services of Northern New England

Budget for: Community and Faith Based Initiative to Support Foster, Relative, and Adoptive Families

Budget Period: SFY 2019 (07/01/18 - 06/30/19)

Line Item	Total Program Cost			Contractor Estimate			Total Program Cost		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 42,125.00	\$ -	\$ 42,125.00	\$ 3,553.00	\$ -	\$ 3,553.00	\$ 38,572.00	\$ -	\$ 38,572.00
2. Employee Benefits	\$ 9,916.00	\$ -	\$ 9,916.00	\$ 888.00	\$ -	\$ 888.00	\$ 9,028.00	\$ -	\$ 9,028.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
7. Occupancy	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 504.00	\$ -	\$ 504.00	\$ 504.00	\$ -	\$ 504.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Volunteers	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -
Direct Assistance to Foster/Adoptive Family	\$ 2,239.00	\$ -	\$ 2,239.00	\$ 2,239.00	\$ -	\$ 2,239.00	\$ -	\$ -	\$ -
Administrative Overhead	\$ -	\$ 5,784.00	\$ 5,784.00	\$ -	\$ 5,784.00	\$ 5,784.00	\$ -	\$ -	\$ -
TOTAL	\$ 60,884.00	\$ 5,784.00	\$ 66,668.00	\$ 10,884.00	\$ 5,784.00	\$ 16,668.00	\$ 50,000.00	\$ -	\$ 50,000.00

Indirect As A Percent of Direct

9.5%

Contractor Initials **JCP**
Date **9-9-17**

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Bethany Christian Services of Northern New England

Budget for: Community and Faith Based Initiative to Support Foster, Relative, and Adoptive Families

Budget Period: SFY 2020 (07/01/2019-12/31/2019)

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
1. Total Salary/Wages	\$ 21,061.00	\$ -	\$ 21,061.00	\$ 1,776.00	\$ -	\$ 1,776.00	\$ 19,285.00	\$ -	\$ -	\$ -	\$ 19,285.00
2. Employee Benefits	\$ 4,959.00	\$ -	\$ 4,959.00	\$ 444.00	\$ -	\$ 444.00	\$ 4,515.00	\$ -	\$ -	\$ -	\$ 4,515.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00
7. Occupancy	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 252.00	\$ -	\$ 252.00	\$ 252.00	\$ -	\$ 252.00	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Volunteers	\$ 2,370.00	\$ -	\$ 2,370.00	\$ 2,370.00	\$ -	\$ 2,370.00	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Assistance to Foster/Adoptive Families	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Overhead	\$ -	\$ 2,892.00	\$ 2,892.00	\$ -	\$ 2,892.00	\$ 2,892.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 30,442.00	\$ 2,892.00	\$ 33,334.00	\$ 5,442.00	\$ 2,892.00	\$ 8,334.00	\$ 26,000.00	\$ -	\$ -	\$ -	\$ 25,000.00

Indirect As A Percent of Direct

9.5%

Contractor Initials: **JLP**
Date: **9-8-17**



SPECIAL PROVISIONS

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

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

JU

9-8-17



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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

- 1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

- 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

- 3. Extension:
The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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9-8-17



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

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

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

James Leach Peightell

9-8-17

Date

Name:

Title:

Director Bethany Christian Jones
NH (Northern New England)

JLP

9-8-17



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name:

9-8-17
Date

John Louis Puzell
Name:
Title: Director Bethany Christian
Senior Northern New England

Exhibit E - Certification Regarding Lobbying

Contractor Initials

JLP

Date 9-8-17



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

9-8-17
Date

Jane Lund Rejzler
Name:
Title: Director Bethany Christopher
of Northern New England

Contractor Initials JLR
Date 9-8-17



**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

JUL

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

9-8-17

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:

9-8-17

Date

Jane Leach Pegibed

Name:

Title:

Director Bethany Christian Services
of Northern New England

Exhibit G

Contractor Initials

JLP

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

Date

9-8-17



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:

Jane Leonard Pezzetti

Name:
Title:

9-8-17

Date

Contractor Initials

JLP

Date

9-8-17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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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

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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.



Exhibit I

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

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

Department of Health and Human Services
The State

Signature of Authorized Representative

Christie M. Tappan
Name of Authorized Representative

Senior Division Director
Title of Authorized Representative

9-12-17
Date

Bethany Christian Service of Northern New England
Name of the Contractor

Signature of Authorized Representative

Janice Lessard Peightell
Name of Authorized Representative

Director Bethany Christian Service of Northern New England
Title of Authorized Representative

9-8-17
Date

JLP

9-8-17



**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:

9-8-11
Date

John Land Pezartell
Name:
Title: Director Bethany Christie
Survivor of Northern New
England

Contractor Initials JLP
Date 9-8-11



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: 080534080
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: _____

Contractor Initials JLP
Date 9-8-17



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

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



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.

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