



8  
mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF HUMAN SERVICES**

**Jeffrey A. Meyers**  
Commissioner

**Maureen Ryan**  
Director

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

October 31, 2016

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with Bethany Christian Services of New England (Vendor # 161782-B001), 183 High Street, Candia NH 03034 by increasing the price limitation by \$10,000 from \$200,000 to an amount not to exceed \$210,000, for the provision of a Community and Faith Based Initiative to Support Resource and Adoptive Families, effective upon Governor and Executive Council approval with no change to the contract completion date of December 31, 2017. The contract is 100% federal funds.

The Governor and Executive Council approved the initial agreement on January 29, 2014 (item #32-A), and it was subsequently amended on November 4, 2015 (Item #13), and by the Attorney General's office on March 16, 2016.

Funds to support this additional request are anticipated to be available in the following account in State Fiscal Years 2017 and 2018, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

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

SFY	Class/Object	Class Title	Activity Number	Current Budget	Increase/Decrease	Modified Budget
2014	102-500734	Contracts for Program Services	42107306	\$25,000	\$0	\$25,000
2015	102-500734	Contracts for Program Services	42107306	\$50,000	\$0	\$50,000
2016	102-500734	Contracts for Program Services	42107306	\$50,000	\$0	\$50,000
2017	102-500734	Contracts for Program Services	42107306	\$50,000	\$5,000	\$55,000
2018	102-500734	Contracts for Program Services	42107306	\$25,000	\$5,000	\$30,000
			<b>Total:</b>	\$200,000	\$10,000	\$210,000

**EXPLANATION**

The purpose of this request is for the continuation of the Community and Faith Based Initiative that was developed to augment the Division's annual statewide recruitment and retention plan to recruit, license and train resource and adoptive families. This initiative focuses efforts on engaging community and faith based organizations to secure resource families for children served by the Division, adoptive families for waiting children and for providing ongoing support after placement or adoption. 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 resource and adoptive families.

The Department is satisfied with the services provided by Bethany Christian Services of New England, Inc. and is requesting an additional ten thousand dollars (\$10,000.00) to provide for additional staffing to extend their ability to provide recruitment events and delivery of more goods.

This original contract was competitively bid. The Department of Health and Human Services issued a Request for Proposals on August 15, 2013. One proposal was received.

The proposal was evaluated by a team of Department of Health and Human Services employees and community members with knowledge of the program requirements. The team also included staff with significant business and management expertise.

The original agreement calls for the provision of services for two years and reserves the Division's option to renew these services for up to two additional years, based on the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

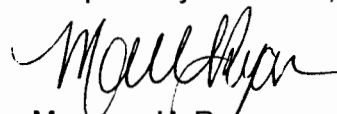
Should the Governor and Executive Council not authorize this request, there may not be a sufficient number of families willing to be a resource home or adopt children from the Department since the contractor actively works to recruit and retain them. Also, resource families and families that have adopted children from the Division for Children, Youth and Families may not get the support and training needed to better serve the children from the Department.

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,

  
Maureen U. Ryan  
Director

Approved By:   
Jeffrey Meyers  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Community and Faith Based Initiative to  
Support Resource and Adoptive Families Contract**

This third (3<sup>rd</sup>) Amendment to the Community and Faith Based Initiative to Support Resource and Adoptive Families contract (hereinafter referred to as "Amendment #3") dated this 27th day of September, 2016, 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 New England, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 183 High Street, Candia, NH 03034.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 29, 2014 (item #32-A), and amended by an agreement (Amendment #1) approved by Governor and Executive Council on November 4, 2015 (Item #13), and amended by an agreement (Amendment #2) approved by the Attorney General's office on March 16, 2016, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may amend the Contract by written agreement of the parties and Governor and Executive Council approval; and

WHEREAS the parties agree to increase the Contract price limitation by \$10,000; 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 1.8, Price Limitation, to read:  
\$210,000
2. Delete Exhibit B-5, Amendment #1, and replace with Exhibit B-7, Amendment #3.
3. Delete Exhibit B-6, Amendment #1, and replace with Exhibit B-8, Amendment #3.

**New Hampshire Department of Health and Human Services  
Community and Faith Based Initiative to Support Resource 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

11/1/16  
Date

Maureen U. Ryan  
Maureen U. Ryan  
Director of Human Services

Bethany Christian Services of New England, Inc.

10-21-2016  
Date

Jane Lessard Reighart  
NAME Jane Lessard Reighart  
TITLE Director Bethany Christian Services

Acknowledgement:

State of New Hampshire, County of Rockingham on 10-21-16, before the undersigned officer, personally appeared the person identified 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

**SHARON PACKARD, Notary Public**  
**My Commission Expires October 29, 2019**

**New Hampshire Department of Health and Human Services  
Community and Faith Based Initiative to Support Resource 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

11/15/14  
Date

Name: Megan A. [unclear]  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

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

Bidder/Program Name: **Bethany Christian Services**

Budget Request for: **Community and Faith Based Initiative to Support Resource and Adoptive Families**

Budget Period: **SFY 2017 July 1, 2016 - June 30, 2017**

Line Item	Total Program Cost		Contractor Shares / Match		Funded by DPH contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 43,380.00	\$ -	\$ 5,448.00	\$ -	\$ 5,448.00	\$ -	\$ 37,932.00
2. Employee Benefits	\$ 10,990.00	\$ -	\$ 2,960.00	\$ -	\$ 2,960.00	\$ -	\$ 8,030.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 4,260.00	\$ -	\$ 990.00	\$ -	\$ 990.00	\$ -	\$ 4,260.00
7. Occupancy	\$ 990.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 990.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 434.00	\$ -	\$ 434.00	\$ -	\$ 434.00	\$ -	\$ 434.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 460.00	\$ -	\$ 460.00	\$ -	\$ 460.00	\$ -	\$ 460.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
13. Other (Fost/Adopt Month Events):	\$ 6,154.00	\$ -	\$ 1,376.00	\$ -	\$ 1,376.00	\$ -	\$ 4,778.00
Administrative Overhead	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Direct Assistance to Foster and Adoptive Families	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 71,668.00</b>	<b>\$ -</b>	<b>\$ 16,668.00</b>	<b>\$ -</b>	<b>\$ 16,668.00</b>	<b>\$ -</b>	<b>\$ 55,000.00</b>

0.0%

Indirect As A Percent of Direct

Contractor Initials JUL  
 Date 10-21-16

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

Bidder/Program Name: **Bethany Christian Services**

Budget Request for: **Community and Faith Based Initiative to Support Resource and Adoptive Families**

Budget Period: **SPY 2018 July 1, 2017 -December 31, 2017**

Line Item	Total Program Cost		Contractor Share / Match		Funded by DPHS contract share		Total
	Direct Incremental	Indirect	Direct Incremental	Indirect	Direct Incremental	Indirect	
1. Total Salary/Wages	\$ 23,640.00	\$ -	\$ 2,924.00	\$ -	\$ 2,924.00	\$ -	\$ 20,716.00
2. Employee Benefits	\$ 6,610.00	\$ -	\$ 2,300.00	\$ -	\$ 2,300.00	\$ -	\$ 4,310.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,260.00	\$ -	\$ 495.00	\$ -	\$ 495.00	\$ -	\$ 2,260.00
7. Occupancy	\$ 495.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 495.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ 307.00	\$ -	\$ 307.00	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 220.00	\$ -	\$ 220.00	\$ -	\$ 220.00	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Assistance to Foster and Adoptive Families)	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ -
Indirect Administrative Overhead	\$ 3,402.00	\$ -	\$ 688.00	\$ -	\$ 688.00	\$ -	\$ 2,714.00
<b>TOTAL</b>	<b>\$ 38,334.00</b>	<b>\$ 0.0%</b>	<b>\$ 8,334.00</b>	<b>\$ -</b>	<b>\$ 8,334.00</b>	<b>\$ -</b>	<b>\$ 30,000.00</b>

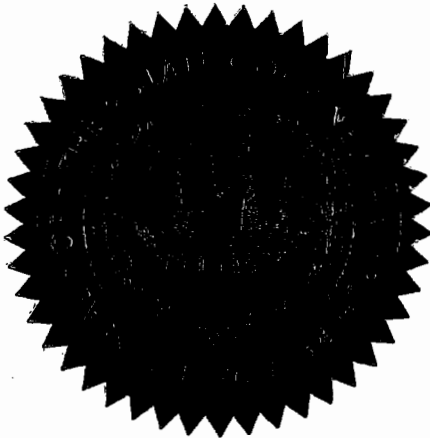
Indirect As A Percent of Direct

Contractor Initials **JUP**  
 Date **10-21-16**

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 NEW ENGLAND, INC., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on July 23, 2003. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26<sup>th</sup> day of June, A.D. 2015

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner  
Secretary of State





- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

**Receive your Annual Report Notice by email!**

*You asked and we delivered!* To receive your Annual Report Reminder Notice by email, click [here](#) to complete the online request form.

**Who needs to file?** If your entity is registered as a Corporation, Limited Liability Company, Professional Corporation, Professional LLC, Limited Liability Partnership, New Hampshire Investment Trust, Consumer Cooperative, Cooperative Marketing and Rural Electrification Association, you need to file annually.

Note: You will need your Business Identification Number to enroll. If you do not have it handy, you may easily look it up by using our [Business name Lookup](#) tool.

Search Type: Starting With  
 Search Date: 10/7/2016

Search Criteria: bethany christian  
 Search Time: 09:09

Click on the Entity Name or Business ID to view more information.

Entity Name	Business ID	Type	Entity Status	Entity Creation Date
BETHANY CHRISTIAN SERVICES OF NEW ENGLAND, INC.	443405	Non-Profit Corporation	Good Standing	7/23/2003

Records Returned 1 to 1

**Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.**

# CERTIFICATE OF VOTE

I, Henry A. Schade, do hereby certify that:

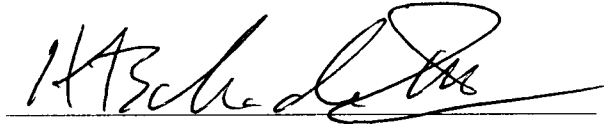
1. I am a duly elected Officer of Bethany Christian Services of New England.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on October 18, 2016:

**RESOLVED:** That the Director of the New Hampshire Branch of Bethany Christian Services of New England 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 21 day of October, 2016.

4. Janice Lessard Peightell is the duly elected Director of the NH Branch of Bethany Christian Services of New England.

of the Agency.



STATE OF NEW HAMPSHIRE

County of ~~Rockingham~~ *Hillsborough*

The forgoing instrument was acknowledged before me this 21 day of October, 2016,

By Henry A. Schade.  
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

DEBORAH L. GOODWIN, Notary Public  
State of New Hampshire  
Commission Expires: ~~\_\_\_\_\_~~ **My Commission Expires December 2, 2020**



# CERTIFICATE OF LIABILITY INSURANCE

BE 1 HA-1

OP ID: JN

DATE (MM/DD/YYYY)

08/24/2016

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

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

<b>PRODUCER</b> BUITEN & ASSOCIATES, LLC. 5738 FOREMOST DRIVE, SE GRAND RAPIDS, MI 49546 PAUL S BUITEN		<b>CONTACT NAME:</b> Jean Nolf <b>PHONE (A/C, No, Ext):</b> 616-284-3018 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jean.nolf@buiteninsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> PHILADELPHIA INDEMNITY INS CO	<b>NAIC #</b>
<b>INSURED</b>		<b>INSURER B :</b> ACCIDENT FUND INS CO OF AMER	<b>10166</b>
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		<b>INSURER C :</b> TRAVELERS INS CO**	<b>25615</b>
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL <input checked="" 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:			PHPK1541259	09/01/2016	09/01/2017	EACH OCCURRENCE	\$ 1,000,000
				\$3 MIL AGG/\$1 MIL OCC	09/01/2016	09/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
				\$3 MIL AGG/\$1 MIL EA ACT	09/01/2016	09/01/2017	MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> COMP/COLL <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS 500/1000 D			PHPK1541259	09/01/2016	09/01/2017	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000			PHUB553773	09/01/2016	09/01/2017	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
							\$	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			WCV6106734	12/31/2015	12/31/2016	<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	09/01/2016	09/01/2017	500,000	5,000 DED
A	CYBER / MEDIA LIAB			PHSD1173103/PHSD1173105	09/01/2016	09/01/2017	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****CANCELLATION**

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

© 1988-2014 ACORD CORPORATION. All rights reserved.



## BETHANY CHRISTIAN SERVICES MISSION STATEMENT

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

# **Bethany Christian Services**

---

**Consolidated Financial Report  
December 31, 2014**

# **Bethany Christian Services**

---

## **Contents**

<b>Report Letter</b>	1-2
<b>Consolidated Financial Statements</b>	
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	8-26

## 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, 2014 and 2013 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.

To the Board of Directors  
Bethany Christian Services

**Opinion**

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, 2014 and 2013 and the changes in net assets, functional expenses, and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated March 12, 2015 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 12, 2015



# Bethany Christian Services

## Consolidated Statement of Financial Position

	December 31, 2014	December 31, 2013
<b>Assets</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 3,154,991	\$ 4,744,076
Investments (Note 2)	29,705,562	28,210,961
Receivables - Net	10,242,440	8,718,573
Prepaid expenses and other current assets:		
Prepaid expenses	908,485	1,117,704
Deposits	250,912	208,838
Total current assets	44,262,390	43,000,152
<b>Property and Equipment - Net (Note 3)</b>	14,808,669	13,836,542
<b>Investment in Unconsolidated Affiliate (Note 2)</b>	607,351	616,958
Total assets	<b>\$ 59,678,410</b>	<b>\$ 57,453,652</b>
<b>Liabilities and Net Assets</b>		
<b>Current Liabilities</b>		
Accounts payable and accrued expenses	\$ 3,362,448	\$ 2,379,659
Current portion of long-term debt (Note 6)	605,602	585,298
Deferred revenue	2,612,039	2,545,098
Accrued employee compensation and benefits	4,843,428	4,456,551
Total current liabilities	11,423,517	9,966,606
<b>Annuities Payable (Note 4)</b>	323,259	342,045
<b>Long-term Debt - Net of current portion (Note 6)</b>	6,697,706	8,303,241
Total liabilities	18,444,482	18,611,892
<b>Net Assets</b>		
Unrestricted:		
Undesignated	22,561,555	20,325,157
Board-designated (Note 9)	17,860,092	17,678,689
Temporarily restricted (Note 9)	546,879	575,200
Permanently restricted (Note 9)	265,402	262,714
Total net assets	41,233,928	38,841,760
Total liabilities and net assets	<b>\$ 59,678,410</b>	<b>\$ 57,453,652</b>

# Bethany Christian Services

## Consolidated Statement of Activities and Changes in Net Assets

	Year Ended							
	December 31, 2014		December 31, 2013					
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>Revenue and Support</b>								
Contributions	\$ 15,172,603	\$ -	\$ 1,975	\$ 15,174,578	\$ 13,158,680	\$ -	\$ 2,185	\$ 13,160,865
Child support	50,866,214	-	-	50,866,214	47,711,446	-	-	47,711,446
Service fees	27,456,302	-	-	27,456,302	28,527,680	-	-	28,527,680
Investments and other	1,615,883	29,281	713	1,645,877	4,486,626	228,679	5,149	4,720,454
Total revenue and support	95,111,002	29,281	2,688	95,142,971	93,884,432	228,679	7,334	94,120,445
<b>Net Assets Released from Restrictions</b>	57,602	(57,602)	-	81,415	-	(81,415)	-	-
Total revenue, support, and net assets released from restrictions	95,168,604	(28,321)	2,688	95,142,971	93,965,847	147,264	7,334	94,120,445
<b>Expenses</b>								
Program services:								
Adoption	23,543,081	-	-	23,543,081	23,313,846	-	-	23,313,846
Foster care	22,157,517	-	-	22,157,517	21,284,437	-	-	21,284,437
International social services	633,748	-	-	633,748	797,651	-	-	797,651
Refugee services	14,405,557	-	-	14,405,557	11,124,822	-	-	11,124,822
Counseling	9,811,412	-	-	9,811,412	9,913,388	-	-	9,913,388
Residential treatment	2,686,193	-	-	2,686,193	2,433,288	-	-	2,433,288
Sponsorship	396,819	-	-	396,819	490,748	-	-	490,748
Other programs	4,701,080	-	-	4,701,080	4,546,477	-	-	4,546,477
Total program services	78,335,407	-	-	78,335,407	73,904,657	-	-	73,904,657
Support services:								
Management and general	9,486,145	-	-	9,486,145	9,974,352	-	-	9,974,352
Fundraising	4,929,251	-	-	4,929,251	4,247,568	-	-	4,247,568
Total expenses	92,750,803	-	-	92,750,803	88,126,577	-	-	88,126,577
<b>Increase (Decrease) in Net Assets</b>	2,417,801	(28,321)	2,688	2,392,168	5,839,270	147,264	7,334	5,993,868
<b>Net Assets - Beginning of year</b>	38,003,846	575,200	262,714	38,841,760	32,164,576	427,936	255,380	32,847,892
<b>Net Assets - End of year</b>	<b>\$ 40,421,647</b>	<b>\$ 546,879</b>	<b>\$ 265,402</b>	<b>\$ 41,233,928</b>	<b>\$ 38,003,846</b>	<b>\$ 575,200</b>	<b>\$ 262,714</b>	<b>\$ 38,841,760</b>

# Bethany Christian Services

## Consolidated Statement of Functional Expenses Year Ended December 31, 2014

	Adoption	Foster Care	International Social Services	Refugee Services	Counseling	Residential Treatment	Sponsorship	Other Programs	Management and General	Fundraising	Total
<b>Operating Expenses</b>											
Salaries	\$ 11,987,775	\$ 8,196,800	\$ 52,664	\$ 6,120,297	\$ 5,107,216	\$ 1,535,878	\$ 42,638	\$ 2,203,413	\$ 4,684,505	\$ 1,516,865	\$ 41,448,051
Fringes	2,706,932	1,887,251	7,318	1,475,933	1,074,907	370,764	9,635	534,818	822,985	331,969	9,222,512
Taxes	947,485	577,558	3,887	439,246	344,616	110,845	3,220	197,798	333,129	110,027	3,067,811
Professional fees	890,698	244,699	4,292	189,503	348,657	32,553	12,450	330,868	1,088,701	1,187,549	4,329,970
Supplies	238,988	154,295	2,516	113,696	82,981	37,124	133	43,043	67,966	18,938	759,680
Telephone	402,123	185,884	759	115,027	134,424	18,399	32	78,097	48,405	20,185	1,003,335
Postage	242,452	39,645	33	8,693	20,258	1,374	692	26,590	105,446	77,020	522,203
Occupancy	1,652,200	849,068	9,245	682,499	399,344	93,575	-	265,885	335,416	74,426	4,361,658
Printing	154,804	40,933	991	14,689	28,313	1,467	561	12,944	63,241	103,769	421,712
Information technology	250,541	163,084	1,436	148,331	65,938	22,620	959	67,716	380,986	13,805	1,115,416
Equipment and furnishings	45,253	34,426	11	66,260	10,970	13,333	-	8,683	17,012	1,665	197,613
Travel	932,907	838,579	33,545	466,998	506,577	48,064	57	269,187	328,235	118,929	3,543,078
Conferences and meetings	157,238	131,787	921	76,043	50,906	7,408	-	141,136	189,123	207,188	961,750
Advertising	676,497	507,534	-	62,991	418,554	36	-	65,557	244,011	50,547	2,025,727
Special assistance	803,215	8,017,796	6,185	4,317,693	1,110,256	318,568	1,789	132,582	1,415	9	14,709,508
Overseas contributions	643,805	-	445,627	-	-	-	313,252	52,732	-	-	1,455,416
Program development	36,673	7,724	11,228	2,737	3,343	-	6,613	8,262	70,674	395	147,649
Payment processing fees	281,206	330	514	177	5,953	-	3,627	55,210	2,102	1,991	351,110
Educational and promotional materials	32,463	12,988	12	8,383	13,616	233	-	8,178	90,472	4,300	170,645
Miscellaneous fund raising	-	-	-	-	-	-	-	-	-	932,465	932,465
Bad debt	30,396	4,567	-	85	47,340	-	-	192	-	-	82,580
Miscellaneous	202,646	135,812	48,203	23,045	14,199	9,727	1,083	78,842	319,224	32,730	865,511
Depreciation	226,784	126,757	4,361	73,231	23,044	64,225	78	119,347	293,097	124,479	1,055,403
<b>Total operating expenses</b>	<b>\$ 23,543,081</b>	<b>\$ 22,157,517</b>	<b>\$ 633,748</b>	<b>\$ 14,405,557</b>	<b>\$ 9,811,412</b>	<b>\$ 2,686,193</b>	<b>\$ 396,819</b>	<b>\$ 4,701,080</b>	<b>\$ 9,486,145</b>	<b>\$ 4,929,251</b>	<b>\$ 92,750,803</b>

# Bethany Christian Services

## Consolidated Statement of Functional Expenses Year Ended December 31, 2013

	Adoption	Foster Care	International Social Services	Refugee Services	Counseling	Residential Treatment	Sponsorship	Other Programs	Management and General	Fundraising	Total
<b>Operating Expenses</b>											
Salaries	\$ 12,745,123	\$ 7,757,458	\$ 147,781	\$ 4,485,907	\$ 5,489,618	\$ 1,485,071	\$ 85,000	\$ 2,516,801	\$ 4,501,856	\$ 1,132,039	\$ 40,346,654
Fringes	1,579,639	1,784,674	31,806	1,023,486	1,113,686	186,181	22,160	136,174	1,540,528	569,950	7,988,284
Taxes	1,001,513	544,240	9,332	315,120	363,990	101,391	3,996	243,915	325,601	81,385	2,990,483
Professional fees	712,268	186,911	(2,934)	162,240	354,118	36,592	7,806	259,803	1,362,899	904,172	3,983,875
Supplies	254,932	128,929	2,935	85,475	88,932	32,045	198	27,048	96,909	16,124	733,527
Telephone	413,042	166,671	1,158	82,716	132,543	11,200	161	68,674	58,331	19,329	953,825
Postage	262,408	43,953	537	9,604	21,624	580	2,202	15,600	107,923	29,115	493,546
Occupancy	1,730,539	759,544	18,215	471,487	401,167	97,337	-	219,404	330,359	63,432	4,091,484
Printing	155,116	48,467	342	25,230	27,005	420	2,376	43,568	98,750	79,563	480,837
Information technology	186,997	159,272	1,892	149,057	68,871	28,128	8,457	101,614	268,633	11,993	984,914
Equipment and furnishings	51,231	28,510	4	49,046	13,229	24,651	-	15,269	29,733	733	212,406
Travel	1,008,412	833,101	32,667	492,375	541,017	54,419	10,489	254,230	322,727	115,438	3,664,875
Conferences and meetings	201,420	128,331	144	51,168	56,138	5,877	390	207,800	141,470	11,950	804,688
Advertising	734,423	209,287	-	60,665	285,551	-	959	50,491	183,743	27,198	1,552,317
Special assistance	468,311	8,224,541	7,830	3,471,108	778,961	304,885	1,283	85,542	198	-	13,342,659
Overseas contributions	730,573	-	508,117	-	-	-	330,986	3,250	2,500	48	1,575,474
Program development	60,296	9,560	8,602	355	2,128	27	-	12,961	22,501	1,815	118,245
Payment processing fees	349,334	15	-	354	2,441	-	4,432	9,245	6,465	3,055	375,341
Educational and promotional materials	43,358	14,544	344	7,867	10,724	3,866	2,194	9,231	119,663	11,789	223,580
Miscellaneous fund raising	-	-	-	-	-	-	-	-	-	1,005,322	1,005,322
Bad debt	10,013	44,867	-	85	55,388	-	-	866	-	-	111,219
Miscellaneous	378,681	82,858	22,641	41,027	78,792	7,936	7,526	185,890	161,074	24,580	991,005
Depreciation	236,217	128,704	6,238	140,450	27,465	52,682	133	79,101	292,489	138,538	1,102,017
<b>Total operating expenses</b>	<b>\$23,313,846</b>	<b>\$21,284,437</b>	<b>\$ 797,651</b>	<b>\$11,124,822</b>	<b>\$9,913,388</b>	<b>\$2,433,288</b>	<b>\$ 490,748</b>	<b>\$4,546,477</b>	<b>\$ 9,974,352</b>	<b>\$4,247,568</b>	<b>\$88,126,577</b>

# Bethany Christian Services

## Consolidated Statement of Cash Flows

	Year Ended	
	December 31, 2014	December 31, 2013
<b>Cash Flows from Operating Activities</b>		
Increase in net assets	\$ 2,392,168	\$ 5,993,868
Adjustments to reconcile increase in net assets to net cash from operating activities:		
Depreciation	1,055,403	1,102,017
Loss on sale of property and equipment	20,574	27,338
Permanently restricted contributions received	(1,975)	(2,185)
Bad debt expense	(82,580)	(111,219)
Net realized and unrealized gains on investments	(30,959)	(3,304,136)
Earnings on unconsolidated investment	(54,393)	(45,801)
Pension net periodic benefit gain	-	(1,153,916)
Net present value adjustment of annuities payable	23,417	153
Changes in operating assets and liabilities which (used) provided cash:		
Receivables	(1,441,287)	1,864,386
Prepaid expenses and other	167,145	(321,571)
Accounts payable and accrued expenses	982,789	246,191
Accrued employee compensation and benefits	386,877	436,799
Pension contribution and termination	-	(8,557,588)
Deferred revenue	66,941	(669,154)
Net cash provided by (used in) operating activities	3,484,120	(4,494,818)
<b>Cash Flows from Investing Activities</b>		
Purchase of property and equipment	(2,048,104)	(1,971,137)
Purchases of investments	(3,124,853)	(4,930,261)
Proceeds from sales of investments	1,661,211	4,652,574
Distributions from unconsolidated affiliate	64,000	63,200
Net cash used in investing activities	(3,447,746)	(2,185,624)
<b>Cash Flows from Financing Activities</b>		
Payments on annuities payable	(42,203)	(47,129)
Payments on long-term debt	(1,585,231)	(247,461)
Proceeds from long-term debt	-	9,136,000
Permanently restricted contributions received	1,975	2,185
Net cash (used in) provided by financing activities	(1,625,459)	8,843,595
<b>Net (Decrease) Increase in Cash and Cash Equivalents</b>	(1,589,085)	2,163,153
<b>Cash and Cash Equivalents - Beginning of year</b>	4,744,076	2,580,923
<b>Cash and Cash Equivalents - End of year</b>	<b>\$ 3,154,991</b>	<b>\$ 4,744,076</b>
<b>Supplemental Disclosure of Cash Flow Information - Cash paid for interest</b>	<b>\$ 142,560</b>	<b>\$ 74,079</b>

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

### Note 1 - Nature of Activities and Significant Accounting Policies

**Nature of Organization** - Bethany Christian Services and its subsidiaries (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 53 and 51 percent of operating revenue in 2014 and 2013, respectively, was derived from services provided under contract with governmental units.

Significant accounting policies are as follows:

**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. All material intercompany accounts and transactions have been eliminated in consolidation.

**Use of Estimates** - The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue, expenses, and other changes in net assets 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 purchased with a maturity of three months or less 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, 2014 and 2013, the Organization had depository accounts with a financial institution in excess of federally insured limits.

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

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

**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 unrestricted net assets unless their use is temporarily or permanently restricted by explicit donor stipulations or by law.

**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.

**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 \$133,500 and \$114,402 at December 31, 2014 and 2013, 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, three to six years for machinery and equipment, and three to five years for vehicles.

The Organization reports gifts of property, plant, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of property, plant, 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, plant, and equipment are reported as restricted support. Absent explicit donor stipulations about how long the property, plant, and equipment must be maintained, the Organization reports expirations of donor restrictions over time based on an estimate of the useful lives of the donated or acquired property, plant, and equipment.

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

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

Certain property, plant, 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, 2014 and 2013.

**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.

**Classification of Net Assets** - Net assets of the Organization are classified as unrestricted, temporarily restricted, or permanently restricted depending on the presence and characteristics of donor-imposed restrictions limiting the Organization's ability to use or dispose of contributed assets or the economic benefits embodied in those assets.

Donor-imposed restrictions that expire with the passage of time or can be removed by meeting certain requirements result in temporarily restricted net assets. Temporarily restricted net assets include \$66,541 in time-restricted gifts with the remainder being accumulated endowment earnings for December 31, 2014 and only accumulated endowment earnings for December 31, 2013. Permanently restricted net assets result from donor-imposed restrictions that limit the use of net assets in perpetuity. Earnings, gains, and losses on restricted net assets are classified as unrestricted 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.

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 unrestricted support. Other restricted gifts are reported as restricted support and temporarily or permanently restricted net assets.

**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.



# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

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

**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 post-placement 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 costs of providing the program and support services have been reported on a functional basis in the consolidated statement of activities and changes in net assets. Indirect costs have been allocated between the various programs and support services based on estimates, as determined by management. Although the methods of allocation used are considered reasonable, other methods could be used that would produce a different amount.

In accordance with the requirements of the State of Pennsylvania, the details of the Organization's Philadelphia foster care activities reported in the consolidated statements of activities and changes in net assets and functional expenses as a part of the foster care program for the years ended December 31, 2014 and 2013 are as follows.

	2014	2013
Operating expenses:		
Salaries	\$ 211,704	\$ 342,900
Employee benefits	63,805	97,448
Payroll taxes	15,396	24,616
Professional fees	3,739	6,812
Supplies	6,148	8,674
Telephone	5,808	7,253
Postage and shipping	2,255	2,288
Occupancy	39,017	40,176
Outside printing	1,155	1,029
Travel and transportation	15,489	20,020
Advertising	17,798	9,703
Special assistance	513,039	558,876
Miscellaneous	16,204	59,841
Depreciation	1,847	8,282
Total	<u>\$ 913,404</u>	<u>\$ 1,187,918</u>

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

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

**Federal Income Taxes** - The Organization is exempt from income tax under provisions of Internal Revenue Code Section 501(c)(3).

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Organization and recognize a tax liability if the Organization has taken an uncertain position that more likely than not would not be sustained upon examination by the IRS or other applicable taxing authorities. Management has analyzed the tax positions taken by the Organization and has concluded that as of December 31, 2014 and 2013, there are no uncertain positions taken or expected to be taken that would require recognition of a liability or disclosure in the consolidated financial statements. The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. Management believes it is no longer subject to income tax examinations for years prior to December 31, 2011.

**Advertising** - Advertising costs are expensed as incurred and amounted to \$2,025,727 and \$1,552,316 in 2014 and 2013, respectively.

**Revenue Recognition** - In May 2014, the Financial Accounting Standards Board 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 ASU is effective for nonpublic entities for annual reporting periods beginning after December 15, 2017, and interim periods within annual periods beginning after December 15, 2018 (therefore, for the year ending December 31, 2018 for the Organization). The ASU permits application of the new revenue recognition guidance to be applied using one of two retrospective application methods. The Organization has not yet determined which application method it will use or the potential effects of the new standard on the financial statements, if any.

**Subsequent Events** - The consolidated financial statements and related disclosures include evaluation of events up through and including March 12, 2015, which is the date the consolidated financial statements were available to be issued.

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

### Note 2 - Investments

Investments consisted of the following at December 31:

	<u>2014</u>	<u>2013</u>
Mutual funds	\$ 23,266,441	\$ 22,006,451
Pooled funds	390,898	411,052
Exchange traded funds	<u>6,048,223</u>	<u>5,793,458</u>
Subtotal	29,705,562	28,210,961
Investment in unconsolidated affiliate	<u>607,351</u>	<u>616,958</u>
Total	<u>\$ 30,012,913</u>	<u>\$ 28,827,919</u>

Investment income consists of the following:

	<u>2014</u>	<u>2013</u>
Interest and dividends	\$ 1,028,190	\$ 884,719
Realized and unrealized gains	<u>30,959</u>	<u>3,304,136</u>
Total	<u>\$ 1,059,149</u>	<u>\$ 4,188,855</u>

During 2005, the Organization purchased a 40 percent minority interest in a limited liability company for \$802,060. This investment is accounted for using the equity method of accounting. The Organization recognized income of approximately \$54,400 and \$45,800 and received a distribution of \$64,000 and \$63,200 for the years ended December 31, 2014 and 2013, respectively. The Organization is the sole tenant of the real estate limited liability company and has incurred lease expenses of \$164,928 in 2014 and \$165,557 in 2013 related to an operating lease entered into in conjunction with the investment.

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

### Note 3 - Property and Equipment

The cost of property and equipment is summarized as follows:

	2014	2013
Land	\$ 1,336,676	\$ 1,226,676
Land improvements	1,280,033	1,260,233
Buildings and improvements	17,952,824	16,912,896
Transportation equipment	383,974	337,683
Furniture and fixtures	6,791,599	6,239,319
Construction in progress	186,904	87,951
Total cost	27,932,010	26,064,758
Accumulated depreciation	(13,123,341)	(12,228,216)
Net carrying amount	<u>\$ 14,808,669</u>	<u>\$ 13,836,542</u>

Depreciation expense was \$1,055,403 for 2014 and \$1,102,017 for 2013.

As of December 31, 2014, the Organization has no significant commitments related to capital improvements.

### Note 4 - 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 2000 Table for Males & Females) and the interest rate (discount rate), the applicable federal mid-term rate for U.S. Treasury bills, in effect at the time of the gift. At December 31, 2014 and 2013, the Organization recorded \$323,259 and \$342,045, respectively, in annuities payable relating to such program.

### Note 5 - Operating Leases

The Organization leases office space and certain equipment and vehicles under operating lease agreements that expire through 2019. The following is a schedule of future minimum rental payments for the years ending December 31:

2015	\$ 2,497,703
2016	1,896,318
2017	1,209,463
2018	844,374
2019	556,458
Total	<u>\$ 7,004,316</u>

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

### Note 5 - Operating Leases (Continued)

Total rent expense on these leases for 2014 and 2013 was \$2,468,570 and \$2,441,555, respectively.

### Note 6 - Debt

The Organization has a \$3,000,000 line of credit available from a bank. Total draws were \$2,300,000 and \$1,500,000 during 2014 and 2013, respectively. There were no borrowings outstanding on this line of credit at December 31, 2014 and 2013. The line of credit bears interest at LIBOR plus 1.7 percent. The line of credit expires on June 17, 2015.

As of December 31, 2014 and 2013, the Organization had outstanding notes payable as follows:

	<u>2014</u>	<u>2013</u>
Thrift store mortgage, payable in monthly installments of \$1,789, including interest of LIBOR plus 2.05 percent (an effective rate of 2.20 and 2.22 percent at December 31, 2014 and 2013, respectively). The loan matures on March 20, 2018 and is collateralized by the thrift store building	\$ 377,855	\$ 399,899
Term loan payable in monthly installments of \$46,272, including interest of LIBOR plus 1.7 percent (an effective rate of 1.85 and 1.87 percent at December 31, 2014 and 2013, respectively). The loan matures on July 20, 2018 and the note is collateralized by all investment assets held by Charles Schwab	4,705,453	6,268,640
Barnabas Foundation note payable with principal payable upon the termination of the loan and interest due quarterly. Interest is a fixed rate of LIBOR plus 1 percent (an effective rate of 1.15 and 1.17 percent at December 31, 2014 and 2013, respectively). The loan matures on June 21, 2018 and is unsecured	1,500,000	1,500,000

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

### Note 6 - Debt (Continued)

	2014	2013
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 secured by the housing units associated with the loan	\$ 720,000	\$ 720,000
Total	7,303,308	8,888,539
Less current portion	605,602	585,298
Long-term portion	\$ 6,697,706	\$ 8,303,241

The debt service requirements are as follows:

Years Ending December 31	Principal
2015	\$ 605,602
2016	626,466
2017	648,129
2018	4,703,111
Thereafter	720,000
Total	\$ 7,303,308

Interest expense for the line of credit and long-term debt totaled \$142,560 and \$74,079 for 2014 and 2013, respectively.

The Organization is required to meet quarterly debt covenants in relation to the term loan payable and line of credit.

### Note 7 - Employee Benefit Plans

#### 403(b) Retirement 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.

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

### Note 7 - Employee Benefit Plans (Continued)

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 made for 2014 and 2013.

The Organization made contributions of \$1,483,752 and \$1,456,981 to the plan for the years ended December 31, 2014 and 2013, respectively.

#### Defined Benefit Plan

The Organization had a noncontributory defined benefit pension plan that covered substantially all of its employees. The plan provided defined benefits based on years of service and compensation. The plan was frozen effective December 31, 2009. On March 20, 2012, the Organization consented to terminate the Plan as of May 31, 2012. The plan received approval of the proposed termination from the Internal Revenue Service dated January 31, 2013. During 2013, the plan liquidated via distributions of \$16,586,303 in benefits paid to participants and the purchase of a \$13,599,000 annuity contract for the remaining participants. The Organization contributed an additional \$7,957,588 to fund the deficit balance and pay the final distributions on July 22, 2013.

#### Net Periodic Benefit Cost, Employer Contributions, and Benefits Paid

	<u>Pension Benefits</u>
	<u>2013</u>
Net periodic benefit cost	\$ 748,840
Employer contributions	8,557,588
Benefits paid directly to participants or beneficiaries	17,144,840
Annuity contract settlement	13,599,000

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

### Note 7 - Employee Benefit Plans (Continued)

#### Other Changes in Plan Assets and Benefit Obligations Recognized as Pension Liability Adjustment

	Pension Benefits
	<u>2013</u>
Interest cost	\$ 748,840
Expected return on assets	(630,594)
Amortization of transition obligation	619,604
Settlement gain	<u>(1,891,766)</u>
Net periodic benefit gain	<u>(1,153,916)</u>
Total recognized in the consolidated statement of activities	<u>\$ (1,153,916)</u>

### Note 8 - 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, 2014 and 2013 and the valuation techniques used by the Organization to determine those fair values.

In general, 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.



# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

### Note 8 - Fair Value Measurements (Continued)

#### Assets Measured at Fair Value on a Recurring Basis at December 31, 2014

	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, 2014
Investments:				
Mutual funds - Domestic stock	\$ 6,807,576	\$ -	\$ -	\$ 6,807,576
Mutual funds - Foreign stock	4,434,624	-	-	4,434,624
Mutual funds - Bonds	11,311,868	-	-	11,311,868
Mutual funds - Real estate	712,373	-	-	712,373
Exchange traded funds - Domestic stock	3,281,018	-	-	3,281,018
Exchange traded funds - Foreign stock	1,594,937	-	-	1,594,937
Exchange traded funds - Real estate	874,108	-	-	874,108
Exchange traded funds - Bonds	298,160	-	-	298,160
Pooled Funds - Balanced	-	107,412	-	107,412
Pooled funds - Domestic stock	-	60,786	14,761	75,547
Pooled funds - Foreign equity	-	83,846	-	83,846
Pooled funds - Global allocation	-	28,438	-	28,438
Pooled funds - Bonds	-	67,424	-	67,424
Pooled funds - Alternative	-	-	28,231	28,231
<b>Total investments</b>	<b>\$ 29,314,664</b>	<b>\$ 347,906</b>	<b>\$ 42,992</b>	<b>\$ 29,705,562</b>

#### Assets Measured at Fair Value on a Recurring Basis at December 31, 2013

	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, 2013
Investments:				
Mutual funds - Domestic stocks	\$ 6,538,625	\$ -	\$ -	\$ 6,538,625
Mutual funds - Foreign stock	4,245,084	-	-	4,245,084
Mutual funds - Bonds	10,543,046	-	-	10,543,046
Mutual funds - Real estate	679,697	-	-	679,697
Exchange traded funds - Domestic stock	3,187,613	-	-	3,187,613
Exchange traded funds - Foreign stock	1,633,147	-	-	1,633,147
Exchange traded funds - Real estate	741,815	-	-	741,815
Exchange traded funds - Bonds	230,882	-	-	230,882
Pooled funds - Domestic stocks	-	164,763	-	164,763
Pooled funds - REIT	-	23,792	-	23,792
Pooled funds - Bonds	-	124,037	-	124,037
Pooled funds - Managed fund	-	-	10,812	10,812
Pooled funds - Low volatility fund	-	-	87,648	87,648
<b>Total investments</b>	<b>\$ 27,799,909</b>	<b>\$ 312,592</b>	<b>\$ 98,460</b>	<b>\$ 28,210,961</b>

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

### Note 8 - Fair Value Measurements (Continued)

The fair value of pooled funds, corporate bonds, and U.S. Treasury and U.S. agency notes at December 31, 2014 and 2013 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.

Changes in Level 3 assets measured at fair value on a recurring basis for the years ended December 31, 2014 and 2013 are as follows:

	Pooled Funds - Managed Funds	Pooled Funds - Private Equities	Pooled Funds - Low Volatility Fund
Balance at January 1, 2014	\$ 10,812	\$ -	\$ 87,648
Purchases	-	13,948	1,514
Sales	(383)	-	-
Total unrealized (losses) gains	<u>(10,429)</u>	<u>813</u>	<u>(60,931)</u>
Balance at December 31, 2014	<u>\$ -</u>	<u>\$ 14,761</u>	<u>\$ 28,231</u>
		Pooled Funds - Managed Funds	Pooled Funds - Low Volatility Fund
Balance at January 1, 2013		\$ 19,298	\$ 128,695
Total realized and unrealized losses		<u>(8,486)</u>	<u>(41,047)</u>
Balance at December 31, 2013		<u>\$ 10,812</u>	<u>\$ 87,648</u>

Net realized and unrealized losses of \$70,547 and \$49,533 for the years ended December 31, 2014 and 2013, respectively, are reported in investment income in the consolidated statement of activities.

The fair value of managed future funds, low volatility funds, and fund of funds at December 31, 2014 and 2013 was determined primarily based Level 3 inputs. The Organization estimates the fair value based on net asset value of the fund and its underlying investments, adjusted for known liquidation and redemption restrictions or other relevant factors.

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

### Note 8 - Fair Value Measurements (Continued)

Both observable and unobservable inputs may be used to determine the fair value of positions classified as Level 3 assets. As a result, the unrealized gains and losses for these assets presented in the tables above may include changes in fair value that were attributable to both observable and unobservable inputs.

The Organization's policy is to recognize transfers between levels of the fair value hierarchy as of the end of the reporting period. For the years ended December 31, 2014 and 2013, there were no transfers between levels of the fair value hierarchy.

#### Investments in Entities that Calculate Net Asset Value per Share

The Organization holds shares or interests in investment companies at year end whereby the fair value of the investment held is estimated based on the net asset value per share (or its equivalent) of the investment company.

Certain investments measured at net asset value per share (or equivalent) are classified within Level 2 of the fair value hierarchy as the investment can be redeemed at, or within 30 days of the measurement date. If the investment holdings cannot be redeemed at, or within 30 days of the measurement date, due to redemption restrictions of other factors, then the investment is classified within Level 3 of the fair value hierarchy.

At year end, the fair value, unfunded commitments, and redemption rules of those investments are as follows:

#### Investments Held at December 31, 2014

	<u>Fair Value</u>	<u>Unfunded Commitments</u>	<u>Redemption Frequency, if Eligible</u>	<u>Redemption Notice Period</u>
Pooled funds - Private equities	\$ 14,761	\$ -	N/A	N/A
Pooled funds - Low volatility fund	28,231	-	N/A	N/A

#### Investments Held at December 31, 2013

	<u>Fair Value</u>	<u>Unfunded Commitments</u>	<u>Redemption Frequency, if Eligible</u>	<u>Redemption Notice Period</u>
Pooled funds - Managed future fund	\$ 10,812	\$ -	N/A	N/A
Pooled funds - Low volatility fund	87,648	-	N/A	N/A

# **Bethany Christian Services**

---

## **Notes to Consolidated Financial Statements December 31, 2014 and 2013**

### **Note 8 - Fair Value Measurements (Continued)**

The managed future fund class invests in a globally diversified selection of commodity and financial market futures with an objective of generating capital appreciation with low correlations to both equity and fixed-income markets. Investments in this class include publicly traded commodity and financial futures contracts. The fair values of the investments in this class have been estimated using the net asset value per share of the investments.

The low volatility fund class invests in a globally diversified selection of hedge funds or hedge fund of funds with an objective of generating equity-like returns with volatility similar to bonds. Investments in this class include investments in hedge funds and hedge fund of funds. The hedge funds' composite portfolio for this class includes investments in both equity and debt strategies. The fair values of the investments in this class have been estimated using the net asset value per share of the investments.

### **Note 9 - 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 trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

### Note 9 - Donor-restricted and Board-designated Endowments (Continued)

#### Interpretation of Relevant Law

The board of directors of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the Organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Organization
- (7) The investment policies of the Organization

#### Endowment Net Asset Composition by Type of Fund as of December 31, 2014

	Unrestricted - Board- designated	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 480,338	\$ 265,402	\$ 745,740
Board-designated endowment funds	17,860,092	-	-	17,860,092
Total funds	<u>\$ 17,860,092</u>	<u>\$ 480,338</u>	<u>\$ 265,402</u>	<u>\$ 18,605,832</u>

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

### Note 9 - Donor-restricted and Board-designated Endowments (Continued)

#### Changes in Endowment Net Assets for the Fiscal Year Ended December 31, 2014

	Unrestricted - Board- designated	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets - Beginning of year	\$ 17,678,689	\$ 575,200	\$ 262,714	\$ 18,516,603
Investment return:				
Investment income	635,580	20,616	713	656,909
Net depreciation (realized and unrealized)	(18,975)	-	-	(18,975)
Total investment return	616,605	20,616	713	637,934
Contributions	-	-	1,975	1,975
Appropriation of endowment assets for expenditure	(765,322)	(115,478)	-	(880,800)
Other changes - Transfers from unrestricted - undesignated net assets	330,120	-	-	330,120
Endowment net assets - End of year	<u>\$ 17,860,092</u>	<u>\$ 480,338</u>	<u>\$ 265,402</u>	<u>\$ 18,605,832</u>

#### Endowment Net Asset Composition by Type of Fund as of December 31, 2013

	Unrestricted - Board- designated	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 575,200	\$ 262,714	\$ 837,914
Board-designated endowment funds	17,678,689	-	-	17,678,689
Total funds	<u>\$ 17,678,689</u>	<u>\$ 575,200</u>	<u>\$ 262,714</u>	<u>\$ 18,516,603</u>

# Bethany Christian Services

## Notes to Consolidated Financial Statements December 31, 2014 and 2013

### Note 9 - Donor-restricted and Board-designated Endowments (Continued)

#### Changes in Endowment Net Assets for the Fiscal Year Ended December 31, 2013

	Unrestricted - Board- designated	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets - Beginning of year	\$ 14,764,823	\$ 427,936	\$ 255,380	\$ 15,448,139
Investment return:				
Investment income	338,335	228,679	5,149	572,163
Net appreciation	2,400,559	-	-	2,400,559
Total investment return	2,738,894	228,679	5,149	2,972,722
Contributions	-	-	2,185	2,185
Appropriation of endowment assets for expenditure	-	(81,415)	-	(81,415)
Other changes - Transfers to unrestricted - undesignated net assets	174,972	-	-	174,972
Endowment net assets - End of year	<u>\$ 17,678,689</u>	<u>\$ 575,200</u>	<u>\$ 262,714</u>	<u>\$ 18,516,603</u>

#### 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.

# **Bethany Christian Services**

---

## **Notes to Consolidated Financial Statements December 31, 2014 and 2013**

### **Note 9 - Donor-restricted and Board-designated Endowments (Continued)**

#### **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 return on its endowment. Accordingly, over the long term, the Organization expects the current spending policy to allow its endowment to grow at an average of 3 percent annually. This is consistent with the Organization's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.




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

Todd Chambers	<u>2013</u>	Jennessa Kimball ( <b>Secretary</b> )	<u>2012</u>
Wanda Green	<u>2015</u>	Alisa Monchamp	<u>2015</u>
Lee Gregoire	<u>2015</u>	Jennifer Paquette ( <b>Treasurer</b> )	<u>2014</u>
Cheryl Hardiman	<u>2012</u>	Aimee Schade	<u>2015</u>
Joseph Johnson	<u>2015</u>	H. A. Schade	<u>2015</u>
Nicole Johnson	<u>2015</u>	Deanna Smith	<u>2014</u>
Sharon Kendrew ( <b>Vice President</b> )	<u>2014</u>	Ted Sullivan ( <b>President</b> )	<u>2009</u>
Darlene Kimball	<u>2011</u>	Darren Violette	<u>2015</u>

**ADVISORY BOARD MEMBERS**

Laura Brown	(RI)	James R. Peluso, Esquire	
Christine Samolyk	(NH)	Mary Smit	(VT)

**CYNTHIA A. THOMAS**

**OBJECTIVE: Human Resources, Payroll, Benefits Management**

**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.

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	

# KATE HARRINGTON

## EDUCATION

Play Therapy Certificate, Plymouth State University, Plymouth, NH	2015
School Counseling Certification, Rivier University, Nashua, NH	2013
M.A. Educational Ministries, Gordon Conwell Theological Seminary, South Hamilton, MA	2009
B.A. Psychology, North Park University, Chicago, IL	2006

## PROFESSIONAL MEMBERSHIPS

ASCA (American School Counselor Association)

## SCHOOL COUNSELING EXPERIENCE

*K-2 School Counselor* (August 2013 to present)  
Union Sanborn School, Northfield, NH

### Individual Counseling

Built relationships and counseled students grades K through 2 using CBT, reality therapy, person-centered and solution focused approaches to address emotional regulation, anxiety, anger, self-esteem, attention and impulse control, and social skill deficits.

- Established therapeutic relationships with a caseload of students that produced significant improvement in areas of self-regulation, self-awareness, and peer relationships in order to improve overall functioning in the school setting.

Counseled numerous students in short-term crisis situations such as bullying interventions, classroom behavioral issues, and emotional distress.

- Utilized peer mediations and conflict resolution models to effectively reduce peer conflict, decrease problem behavior(s), and teach positive methods of communication.

### Group Counseling

Led small groups for K through 2 students weekly. Topics included anxiety, emotional regulation, family relationships, social skills, self-esteem, school success, and behavioral issues.

- Witnessed student enthusiasm for group sessions demonstrated by a commonly shared attitude of excitement to return to groups, and a majority of students utilizing skills taught and implemented during sessions.

### Classroom Guidance

Taught classroom lessons for grades K through 2 on developmental and current issues such as character building, affect management, diversity, tolerance, bullying, social skills, and self-esteem.

- Incorporated professional experience as an educator and curriculum developer to modify and create an interactive, relevant, and meaningful curriculum based on Steven Covey's book "The 7 Habits of Happy Kids."
- Students were actively engaged in learning process as observed through explorative questioning, direct application of materials into their own lives, and positive student and teacher feedback.

## School Teams & Responsibilities

### 504 Coordinator:

- Led all 504 meetings, including initial referral meetings, eligibility determinations, and annual reviews.
- Created new 504s, as well as edited and maintained existing 504s based on progress and annual reviews.

### Special Education:

- Attended special education meetings to review evaluations, implement IEPs, and evaluate existing IEPs.
- Serviced students with IEP goals and measured growth through progress reporting quarterly.

### SAT (Student Achievement Team):

- Assisted the Principal in the planning and scheduling of all SAT meetings.
- Participated in SAT meetings to address teachers' academic concerns for their students, and was involved in the decisions of appropriate RTI interventions to implement for the students addressed during these meetings.

### Target Team:

- Served as a member of the Target Team to address children exhibiting problem behaviors, and collaborated with the behavior specialist, classroom teacher, and school nurse about appropriate interventions.

### Universal Team:

- Collaborated with team members about the theme and agenda of all monthly school-wide assemblies consistent with PBIS and "Cool Tools" based on school data.

- Created a superhero representative called “Ms. Peace” who visited students during these assemblies.

## **KATE HARRINGTON RESUME**

2

### **SCHOOL COUNSELING EXPERIENCE CONTINUED**

#### Elementary Advisory Council:

- Created a survey alongside the other Elementary School Counselors to gather and analyze data from teachers district-wide to guide the future direction of the comprehensive school-counseling program.

#### Homeless Liaison:

- Identified homeless students and provided clothing, food, and resources as needed.
- Maintained contact with students and their families to determine additional needs and monitored progress.

#### *School Counseling Intern (August 2012 to April 2013)*

McKelvie Intermediate School; Memorial Elementary School, Bedford, NH

- Counseled students grade K through 6 in weekly individual and small group counseling.
- Taught and co-taught guidance lessons for grades K through 6.
- Implemented a peer helper program.
- Participated in 504 and special education meetings.
- Aided in the assembly and distribution of NECAP testing materials for grades 5 and 6.

### **RELEVANT WORK EXPERIENCE**

#### **Post Graduate Degree**

*Supplemental Education Services (SES) Tutor (November 2012 to May 2013)*

Oxford Learning, Manchester, NH

- Provided free tutoring services for eligible elementary school students, which was comprised of state approved curriculum, including reading, writing, and mathematics.

*Curriculum Developer (Contracted December 2011 to August 2012)*

Healthy Futures, Lowell, MA

- Designed and developed curricula that provided middle school students with quality, engaging, and comprehensive teaching on sex education and healthy relationships.

*Junior and Senior High English Teacher, Junior High History Teacher (July 2010 to June 2012)*

Community Christian Academy, Lowell, MA

- Built, implemented, and taught English and history curriculum to 7th-12th grade students.
- Created appropriate learning evaluation tools to monitor and assess student progress and performance.

#### **Graduate Degree**

*Program Developer for Youth and Family Relationships, (Contracted June 2010 to September 2010)*

Emmanuel Covenant Church, Nashua, NH

- Educated the congregation of the importance of youth ministry, and the significance of involvement of parents and congregation members in children and teens' lives.
- Developed a youth ministry model conducive to this specific congregation.

*Residential Counselor, (May 2007 to January 2008)*

Nashua Children's Home, Nashua, NH

- Guided 15 female and 15 male at-risk teenagers who had been removed from their homes due to abuse and/or delinquency in daily living, social skills development, emotion and behavior management, and activity planning.

*Interim Youth Director, (January 2007 to April 2007)*

Midway Community Covenant Church, Des Moines, WA

- Lead and organized weekly programming for the middle and high school program and planned events/activities.

#### **Undergraduate Degree**

*Youth Outreach Specialist Intern, (May 2006 to August 2006)*

Tree House (non-profit, faith-based organization), Bloomington, MN

- Lead individual and small group counseling, taught lessons, planned games and events, and attended a mission trip and retreat for at-risk youth ages 11-18.

**Janice Carter Lessard. MSW. CCSW**

**EDUCATION** 1998 – NH Certified Clinical Social Worker  
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**

**Bethany Christian Services OF NEW ENGLAND**

**May 2015 to present: Branch Director: BCS Northern New England**

**October 2014 to May 2015: Interim Director for Bethany Christian Services of Northern New England**

Currently responsible for the direction of the adoption, pregnancy counseling, and grant programs in New Hampshire and Vermont. 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.

**February 2013 to October 2014: New England Supervisor**

Currently responsible for the supervision of the adoption, pregnancy counseling, and grant programs in New Hampshire and Vermont. Provide clinical supervision of the pregnancy counseling and adoption programs in Rhode Island, Massachusetts, New Hampshire and Vermont. 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.

**2011 to February 2013: Interim Director for Bethany Christian Services of New England.** Currently 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 TO 2011: Co-Director, Bethany New England – Responsibilities** include directing the adoption and pregnancy counseling programs in New Hampshire and Vermont. Position included 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: New England Social Worker, Bethany Christian Services** 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.

# Deborah J. Miller

**OBJECTIVE:** To secure a position in which I can use my communication, teaching and technical skills.

## EMPLOYMENT

**8/00 - Present                      Park Street Travel                      Andover, MA**  
**Office Assistant**

- Office support for 8 Travel Agents. Responsibilities include answering multiple phone 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.
- Occasionally support client with emailing or faxing itineraries.
- Inventory/ordering office supplies and forms.
- Greeting clients and salespeople in a professional manner.

**10/98 – 8/00                      marchFIRST, Inc.                      Salem, NH**  
**Senior Consultant**

- 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 have included: Accounts Receivable, Accounts Payable, General Ledger, Distribution and Manufacturing.
- Clients included: Asahi America, Data Instruments & Lynn Ladder in Massachusetts, Spirol International in Connecticut and William Grant & Sons in New Jersey.

**8/96 – 10/98                      Asahi/America                      Malden, MA**  
**Senior Programmer/Analyst**

- Completed Technical Foundations training for J. D. Edwards
- 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



# Deborah J. Miller

**OBJECTIVE:** To secure a position in which I can use my communication, teaching and technical skills.

## EMPLOYMENT

**8/00 - Present**                      **Park Street Travel**                      **Andover, MA**  
**Office Assistant**

- Office support for 8 Travel Agents. Responsibilities include answering multiple phone 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.
- Occasionally support client with emailing or faxing itineraries.
- Inventory/ordering office supplies and forms.
- Greeting clients and salespeople in a professional manner.

**10/98 – 8/00**                      **marchFIRST, Inc.**                      **Salem, NH**  
**Senior Consultant**

- 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 have included: Accounts Receivable, Accounts Payable, General Ledger, Distribution and Manufacturing.
- Clients included: Asahi America, Data Instruments & Lynn Ladder in Massachusetts, Spirol International in Connecticut and William Grant & Sons in New Jersey.

**8/96 – 10/98**                      **Asahi/America**                      **Malden, MA**  
**Senior Programmer/Analyst**

- Completed Technical Foundations training for J. D. Edwards
- 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

Bethany Christian Services of New Hampshire  
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cynthia Thomas	Community Liaison	\$53,560	50%	\$26,780
Deborah Miller	Office Administrator	\$45,007	5%	\$2,250
Janice Lessard Peightell	Branch Director	\$59,679	12%	\$7,161



Jeffrey A. Meyers  
Commissioner

Eric D. Borrin  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF BUSINESS OPERATIONS  
*BUREAU OF CONTRACTS & PROCUREMENT*

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9558 1-800-852-3345 Ext. 9558  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 2, 2016

Attorney Megan Yapple  
NH Department of Justice  
Office of the Attorney General  
33 Capitol Street  
Concord New Hampshire 03301

Dear Attorney Yapple,

I am writing to ask that you review the attached amendment between the Department of Health and Human Services, Division for Children, Youth and Families and Bethany Christian Services of New England (Vendor # 161782-B002), 183 High Street, Candia NH. The amendment has been signed by the Associate Commissioner and an authorized signer for the vendor. The vendor provides Community and Faith Based services that support resource and adoptive families and has requested the adjustment of several budget line items in their SFY 2015-2016 (1/1/15-12/31/15) budget. The Governor and Executive Council approved the original contract on January 29, 2014 (Item 32-A) and a subsequent agreement (Amendment #1) on November 4, 2015 (Item #13). This is a zero cost amendment.

Because the language in Exhibit B, Method and Conditions Precedent to Payment, Paragraph 5, reads:

5. *Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.*

I am asking that you review and sign off on the amendment as they do not need further action by the Governor and Executive Council.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

Funds to support this request are available in the following account in State Fiscal Year 2016, and are anticipated to be available in State Fiscal Year 2017 and State Fiscal Year 2018, upon the availability and continue appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

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

SFY	Class/Object	Class Title	Activity Number	Current Budget	Increase/Decrease	Modified Budget
2014	102-500734	Contracts for Program Services	42107306	\$25,000	\$0	\$25,000
2015	102-500734	Contracts for Program Services	42107306	\$50,000	\$0	\$50,000
2016	102-500734	Contracts for Program Services	42107306	\$50,000	\$0	\$50,000
2017	102-500734	Contracts for Program Services	42107306	\$50,000	\$0	\$50,000
2018	102-500734	Contracts for Program Services	42107306	\$25,000	\$0	\$25,000
			<b>Total:</b>	\$200,000	\$0	\$200,000

**EXPLANATION**

The purpose of this amendment is to allow the vendor to adjust certain budget line items in order to meet contractual needs. The vendor overestimated the following budget line items: salary and wages by \$2,136, Professional fees by \$45, Office space by \$1,612.50, and Events by \$2,850 (the large event planned was not held during this budget and has been budgeted for State Fiscal Year 2017.) The vendor underestimated the actual cost in the following budget line items: fringe benefits by \$3,816.50, Travel by \$351, Technology by \$330, Cell phone usage and internet by \$423, assistance to Foster and Adoptive Families by \$1,350, and the cost for printing program brochures and a new display board by \$373. These changes resulted in a request from the vendor to pursue an amendment.

There are no additional funds being requested in this amendment and all terms and conditions remain unchanged from the original agreement and the subsequent agreement (Amendment #1) approved by the Governor and Executive Council on January 29, 2014 (Item 32-A) and on November 4, 2015 (Item #13).

The Community and Faith Based Initiative program was developed to augment the Division's annual statewide recruitment and retention plan to recruit, license and train resource and adoptive families. Resource families provide support to foster and adoptive families through transportation, tutoring, and respite services. This initiative focuses efforts on engaging community and faith based organizations to secure resource families for children served by the Division, adoptive families for waiting children and for providing ongoing support after placement or adoption. 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 resource and adoptive families.

This original contract was competitively bid.

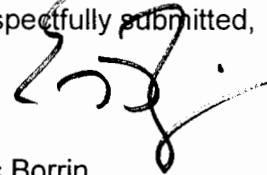
Should Governor and Council not authorize this request, the vendor would not be able to meet their contractual needs which could impede the availability of families needed to provide homes or temporary placement for the youth involved with the Division for Children, Youth and Families.

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Eric Borrin  
Director



**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #2 to the Community and Faith Based Initiative to**  
**Support Resource and Adoptive Families Contract**

This second (2<sup>nd</sup>) Amendment to the Community and Faith Based Initiative to Support Resource and Adoptive Families contract (hereinafter referred to as "Amendment #2") dated this 8th day of February, 2016, 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 New England, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 183 High Street, Candia, NH 03034.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 29, 2014 (item #32-A), and a subsequent agreement (Amendment #1) approved by Governor and Executive Council on November 4, 2015 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement and Exhibit B, Method and Conditions Precedent to Payment, Paragraph 5, "Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council" the State may amend the SFY 2015 and SFY 2016 budget by written agreement of the parties, without further approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to budget line adjustments for SFY 2015 - 2016 (1/1/15-12/31/15); 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 as follows:

To amend as follows:

1. Delete and replace Exhibit B-1, Amendment #1 with Exhibit B-1, Amendment #2.
2. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 2 to read:
  2. Expenditures for each State Fiscal Year shall be in accordance with the line items as shown in Exhibit B-1, Amendment #2, Exhibits B-4, Amendment # 1, B-5, Amendment #1 and Exhibit B-6, Amendment #1.



**New Hampshire Department of Health and Human Services**  
**Community and Faith Based Initiative to Support Resource 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

3/11/16  
Date

Mary Ann Cooney  
Mary Ann Cooney  
Associate Commissioner

Bethany Christian Services of New England, Inc.

2-12-2016  
Date

Janie Leonard Reightell  
Name:  
Title:

Acknowledgement:

State of New Hampshire, County of Rockingham on 2/12/2016, before the undersigned officer, personally appeared the person identified 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

Elizabeth T. Claver

Name and Title of Notary or Justice of the Peace

**ELIZABETH T. CLAVER**  
Notary Public - New Hampshire  
My Commission Expires July 10, 2018



**New Hampshire Department of Health and Human Services**  
**Community and Faith Based Initiative to Support Resource 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

Date 3/16/14

Name: Megan A. [Signature]  
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-1, Amendment #2**  
**Community & Faith Based Initiative to Support Resource Families and Resource Workers**  
**Bethany Christian Services of New England**

Year 2014 (1/1/14 -12/31/14)

	TOTAL PROGRAM COST			CONTRACTOR SHARE			DCYF SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
SALARY & WAGES	\$ 41,548.00	\$ -	\$ -	\$ 7,320.00	\$ -	\$ -	\$ 34,228.00	\$ -	\$ -
FRINGE BENEFITS	\$ 7,583.00	\$ -	\$ -	\$ 3,046.00	\$ -	\$ -	\$ 4,537.00	\$ -	\$ -
STAFF TRAINING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER PROFESSIONAL FEES	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -
SPACE COSTS	\$ 3,200.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ 2,700.00	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSUMABLE SUPPLIES (Incl. Technology)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FOOD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRAVEL	\$ 2,932.00	\$ -	\$ -	\$ 525.00	\$ -	\$ -	\$ 2,407.00	\$ -	\$ -
UTILITIES (Cell phone and Internet)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PRINTING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADVERTISING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSTAGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ASSIST. TO FOSTER & ADOPTIVE FAM.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER: VIDEO, EVENTS, ETC.	\$ 5,800.00	\$ -	\$ -	\$ 3,800.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -
ADMINISTRATIVE OVERHEAD	\$ 5,504.00	\$ -	\$ -	\$ 1,376.00	\$ -	\$ -	\$ 4,128.00	\$ -	\$ -
<b>TOTAL EXPENSES</b>	<b>\$ 66,667.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,667.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000.00</b>	<b>\$ -</b>	<b>\$ -</b>

Year 2015 (1/1/15 -12/31/15)

	TOTAL PROGRAM COST			CONTRACTOR SHARE			DCYF SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
SALARY & WAGES	\$ 39,412.00	\$ -	\$ -	\$ 7,830.00	\$ -	\$ -	\$ 31,582.00	\$ -	\$ -
FRINGE BENEFITS	\$ 11,399.50	\$ -	\$ -	\$ 1,998.50	\$ -	\$ -	\$ 9,401.00	\$ -	\$ -
STAFF TRAINING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER PROFESSIONAL FEES	\$ 55.00	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -	\$ -	\$ -
SPACE COSTS	\$ 1,587.50	\$ -	\$ -	\$ 912.50	\$ -	\$ -	\$ 675.00	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSUMABLE SUPPLIES (Incl. Technology)	\$ 330.00	\$ -	\$ -	\$ 330.00	\$ -	\$ -	\$ -	\$ -	\$ -
FOOD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRAVEL	\$ 4,283.00	\$ -	\$ -	\$ 194.00	\$ -	\$ -	\$ 4,089.00	\$ -	\$ -
UTILITIES (Cell phone and Internet)	\$ 423.00	\$ -	\$ -	\$ 423.00	\$ -	\$ -	\$ -	\$ -	\$ -
PRINTING	\$ 373.50	\$ -	\$ -	\$ 373.50	\$ -	\$ -	\$ -	\$ -	\$ -
ADVERTISING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSTAGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ASSIST. TO FOSTER & ADOPTIVE FAM.	\$ 2,350.00	\$ -	\$ -	\$ 2,350.00	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER: VIDEO, EVENTS, ETC.	\$ 950.00	\$ -	\$ -	\$ 825.00	\$ -	\$ -	\$ 125.00	\$ -	\$ -
ADMINISTRATIVE OVERHEAD	\$ 5,504.00	\$ -	\$ -	\$ 1,376.00	\$ -	\$ -	\$ 4,128.00	\$ -	\$ -
<b>TOTAL EXPENSES</b>	<b>\$ 66,667.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,667.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000.00</b>	<b>\$ -</b>	<b>\$ -</b>



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas  
Commissioner

Lorraine Bartlett  
Director

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

September 24, 2015

G&C Approved

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

Date 11/4/15  
Item # 13

**REQUESTED ACTION**

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to exercise the renewal option and amend an existing agreement with Bethany Christian Services of New England (Vendor # 161782-B001), 183 High Street, Candia NH 03034 by increasing the price limitation by \$100,000 from \$100,000 to an amount not to exceed \$200,000, and by extending the contract completion date from December 30, 2015 to December 31, 2017, for the provision of a Community and Faith Based Initiative to Support Resource and Adoptive Families, effective January 1, 2016 or upon Governor and Council approval, whichever is later. The original agreement was approved by Governor and Executive Council on January 29, 2014 (item #32-A). The contract is 100% federal funds.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2016, State Fiscal Year 2017 and State Fiscal Year 2018, upon the availability and continue appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

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

SFY	Class/Object	Class Title	Activity Number	Current Budget	Increase/Decrease	Modified Budget
2014	102-500734	Contracts for Program Services	42107306	\$25,000	\$0	\$25,000
2015	102-500734	Contracts for Program Services	42107306	\$50,000	\$0	\$50,000
2016	102-500734	Contracts for Program Services	42107306	\$25,000	\$25,000	\$50,000
2017	102-500734	Contracts for Program Services	42107306	\$0	\$50,000	\$50,000
2018	102-500734	Contracts for Program Services	42107306	\$0	\$25,000	\$25,000
			<b>Total:</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$200,000</b>

13 mac

### **EXPLANATION**

The purpose of this request is for the continuation of the Community and Faith Based Initiative that was developed to augment the Division's annual statewide recruitment and retention plan to recruit, license and train resource and adoptive families. This initiative focuses efforts on engaging community and faith based organizations to secure resource families for children served by the Division, adoptive families for waiting children and for providing ongoing support after placement or adoption. 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 resource and adoptive families. This request also updates exhibits and exhibit language in the original contract approved by Governor and Executive Council on January 29, 2014 (Item # 32-A).

This original contract was competitively bid.

The original agreement and Governor and Executive Council letter reserved the Division's option to renew these services for up to two additional years, based on the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval. The Department is exercising this option through this amendment.

The Department is satisfied with the services provided by Bethany Christian Services of New England, Inc. and is exercising the option to renew the contract services as outlined in Standard Exhibit C-1, Additional Special Provisions, Paragraph 3 of the original contract.

Should Governor and Council not authorize this request, there may not be a sufficient number of families willing to be a resource home or adopt children from the Department since the contractor actively works to recruit and retain them. Also resource families and families that have adopted children from the Division for Children, Youth and Families will not get the support and training needed to better serve the children from the Department.

Area Served: Statewide.

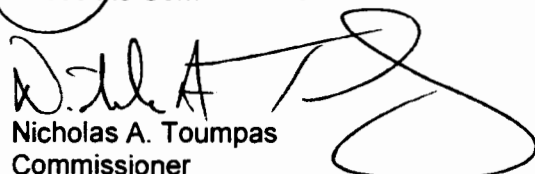
Source of Funds: 100% Federal Funds.

In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,

  
Mary Ann Cooney  
Associate Commissioner

Approved By:

  
Nicholas A. Toumpas  
Commissioner



**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the Community and Faith Based Initiative to**  
**Support Resource and Adoptive Families Contract**

This 1st Amendment to the Community and Faith Based Initiative to Support Resource and Adoptive Families contract (hereinafter referred to as "Amendment #1") dated this 6th day of August, 2015, 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 New England, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 183 High Street, Candia, NH 03034.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 29, 2014 (item #32-A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, this agreement may be amended in writing upon agreement of the parties and approval by the Governor and Executive Council and Standard Exhibit C-1 Paragraph 3, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to a budget line adjustment for SFY 2015 (1/1/15-12/31/15); an increase to the price limitation and an extension the Contract for two (2) additional years; 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 as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:  
12/31/17
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$200,000
3. Exhibit A, Scope of Services, Section 3.2.5., to read:  
3.2.5. For events, contact business and organizations that have helped in the past and continue to reach out to other business/groups as suggested by staff or Advisory Board members to solicit donations as appropriate to defined need.
4. Delete Exhibits B-1, B-2 and B-3 and replace with Exhibit B-1, Amendment #1.
5. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 2 to read:
  2. Expenditures for each State Fiscal Year shall be in accordance with the line items as shown in Exhibit B-1, Amendment #1, Exhibits B-4, Amendment # 1, B-5, Amendment #1 and Exhibit B-6, Amendment #1.
6. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 2.1 to read:

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

---



- 2.1. The Contractor shall provide a required match of at least 25% of the total program cost.
7. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 3.1 to read:
  - 3.1 Payment will be on a cost reimbursement basis based on actual expenditures incurred in the fulfillment of this agreement. An invoice template, provided by the Department shall be used for billing, and must be completed, signed and sent to:

Fiscal Administrator  
Division for Children, Youth and Families  
129 Pleasant Street  
Concord NH 03301-3857
8. Add Exhibit B, Method and Conditions Precedent to Payment, Paragraph 5:
  5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.
9. Add Exhibit B-4, Amendment #1.
10. Add Exhibit B-5, Amendment #1.
11. Add Exhibit B-6, Amendment #1.
12. Delete Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.
13. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, to read:

From 1/1/14 to 12/31/17
14. Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read:

1/1/14 through 12/31/17
15. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
16. Delete Standard Exhibit I, HIPPA Business Associate Agreement, and replace with Exhibit I, Health Insurance Portability Act Business Associate Agreement.

**New Hampshire Department of Health and Human Services**  
**Community and Faith Based Initiative to Support Resource 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

10/6/15  
Date

Mary Ann Cooney  
Mary Ann Cooney  
Associate Commissioner

Bethany Christian Services of New England, Inc.

9-12-15  
Date

Janice Carter Lessard  
Name: Janice Carter Lessard  
Title: Director NH Branch of Bethany Christian Services, Inc

**Acknowledgement:**

State of New Hampshire, County of Rockingham on 9/12/15, before the undersigned officer, personally appeared the person identified 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

Elizabeth T. Claver  
Name and Title of Notary or Justice of the Peace

**ELIZABETH T. CLAVER**  
Notary Public - New Hampshire  
My Commission Expires July 10, 2018

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

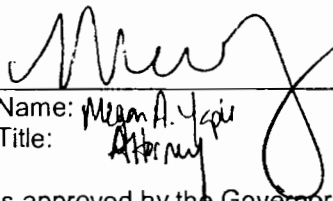
---



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

OFFICE OF THE ATTORNEY GENERAL

10/15/15  
Date

  
Name: Megan A. Yapp  
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-1, Amendment #1**  
**Community & Faith Based Initiative to Support Resource Families and Resource Workers**  
**Bethany Christian Services of New England**

Year 2014 (1/1/14 -12/31/14)

	TOTAL PROGRAM COST			CONTRACTOR SHARE			DCYF SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
SALARY & WAGES	\$ 41,548.00	\$ -	\$ -	\$ 7,320.00	\$ -	\$ -	\$ 34,228.00	\$ -	\$ -
FRINGE BENEFITS	\$ 7,583.00	\$ -	\$ -	\$ 3,046.00	\$ -	\$ -	\$ 4,537.00	\$ -	\$ -
STAFF TRAINING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER PROFESSIONAL FEES	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -
SPACE COSTS	\$ 3,200.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ 2,700.00	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSUMABLE SUPPLIES (Incl. Technology)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FOOD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRAVEL	\$ 2,932.00	\$ -	\$ -	\$ 525.00	\$ -	\$ -	\$ 2,407.00	\$ -	\$ -
UTILITIES (Cell phone and Internet)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PRINTING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADVERTISING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSTAGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ASSIST. TO FOSTER & ADOPTIVE FAM.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER: VIDEO, EVENTS, ETC.	\$ 5,800.00	\$ -	\$ -	\$ 3,800.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -
ADMINISTRATIVE OVERHEAD	\$ 5,504.00	\$ -	\$ -	\$ 1,376.00	\$ -	\$ -	\$ 4,128.00	\$ -	\$ -
<b>TOTAL EXPENSES</b>	<b>\$ 66,667.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,667.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000.00</b>	<b>\$ -</b>	<b>\$ -</b>

Year 2015 (1/1/15 -12/31/15)

	TOTAL PROGRAM COST			CONTRACTOR SHARE			DCYF SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
SALARY & WAGES	\$ 40,124.00	\$ -	\$ -	\$ 7,660.00	\$ -	\$ -	\$ 32,464.00	\$ -	\$ -
FRINGE BENEFITS	\$ 10,127.00	\$ -	\$ -	\$ 2,097.00	\$ -	\$ -	\$ 8,030.00	\$ -	\$ -
STAFF TRAINING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER PROFESSIONAL FEES	\$ 70.00	\$ -	\$ -	\$ 70.00	\$ -	\$ -	\$ -	\$ -	\$ -
SPACE COSTS	\$ 2,125.00	\$ -	\$ -	\$ 775.00	\$ -	\$ -	\$ 1,350.00	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSUMABLE SUPPLIES (Incl. Technology)	\$ 220.00	\$ -	\$ -	\$ 220.00	\$ -	\$ -	\$ -	\$ -	\$ -
FOOD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRAVEL	\$ 4,166.00	\$ -	\$ -	\$ 388.00	\$ -	\$ -	\$ 3,778.00	\$ -	\$ -
UTILITIES (Cell phone and Internet)	\$ 282.00	\$ -	\$ -	\$ 282.00	\$ -	\$ -	\$ -	\$ -	\$ -
PRINTING	\$ 249.00	\$ -	\$ -	\$ 249.00	\$ -	\$ -	\$ -	\$ -	\$ -
ADVERTISING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSTAGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ASSIST. TO FOSTER & ADOPTIVE FAM.	\$ 1,900.00	\$ -	\$ -	\$ 1,900.00	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER: VIDEO, EVENTS, ETC.	\$ 1,900.00	\$ -	\$ -	\$ 1,650.00	\$ -	\$ -	\$ 250.00	\$ -	\$ -
ADMINISTRATIVE OVERHEAD	\$ 5,504.00	\$ -	\$ -	\$ 1,376.00	\$ -	\$ -	\$ 4,128.00	\$ -	\$ -
<b>TOTAL EXPENSES</b>	<b>\$ 66,667.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,667.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000.00</b>	<b>\$ -</b>	<b>\$ -</b>

*JL*  
9/2/15



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

Bidder/Program Name: Bethany Christian Services

Budget Request for: Community and Faith Based Initiative to Support Resource and Adoptive Families  
 (Name of RFP)

Budget Period: SFY 2016 January 1, 2016 - June 30, 2016

Line Item	19,740.00	4,900.00	19,740.00	2,724.00	19,740.00	2,724.00	17,016.00	17,016.00
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment	\$	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies	\$	\$	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$
9. Software	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (Post/Adopt Month Events)	\$	\$	\$	\$	\$	\$	\$	\$
Administrative Overhead	\$	\$	\$	\$	\$	\$	\$	\$
Direct Assistance to Foster and Adoptive Families	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$	\$	\$

0.0%

Indirect As A Percent of Direct

Contractor Initials: *JCL*  
 Date: *9/2/15*

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

Bidder/Program Name: Bethany Christian Services

Budget Request for: Community and Faith Based Initiative to Support Resource and Adoptive Families  
(Name of RFP)

Budget Period: SFY 2017 July 1, 2016 - June 30, 2017

Line Item	Quantity	Unit Price	Subtotal	Other	Total	Indirect %	Indirect \$	Total \$
1. Total Salary/Wages	\$ 39,480.00	\$	\$ 39,480.00	\$ 5,448.00	\$ 34,032.00		\$	\$ 34,032.00
2. Employee Benefits	\$ 10,600.00	\$	\$ 10,600.00	\$ 2,960.00	\$ 7,640.00		\$	\$ 7,640.00
3. Consultants	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
4. Equipment	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
Rental	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
Repair and Maintenance	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
Purchase/Depreciation	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
5. Supplies	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
Educational	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
Lab	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
Pharmacy	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
Medical	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
Office	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
6. Travel	\$ 4,200.00	\$	\$ 4,200.00	\$ -	\$ 4,200.00		\$	\$ 4,200.00
7. Occupancy	\$ 990.00	\$	\$ 990.00	\$ 990.00	\$ -		\$	\$ -
8. Current Expenses	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
Telephone	\$ 434.00	\$	\$ 434.00	\$ 434.00	\$ -		\$	\$ -
Postage	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
Subscriptions	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
Audit and Legal	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
Insurance	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
Board Expenses	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
9. Software	\$ 460.00	\$	\$ 460.00	\$ 460.00	\$ -		\$	\$ -
10. Marketing/Communications	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
11. Staff Education and Training	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
12. Subcontracts/Agreements	\$ -	\$	\$ -	\$ -	\$ -		\$	\$ -
13. Other (Fost/Adopt Month Events)	\$ 2,000.00	\$	\$ 2,000.00	\$ 2,000.00	\$ -		\$	\$ -
Administrative Overhead	\$ 5,504.00	\$	\$ 5,504.00	\$ 1,376.00	\$ 4,128.00		\$	\$ 4,128.00
Direct Assistance to Foster and Adoptive Families	\$ 3,000.00	\$	\$ 3,000.00	\$ 3,000.00	\$ -		\$	\$ -
<b>TOTAL</b>	\$ 66,688.00	\$	\$ 66,688.00	\$ 16,668.00	\$ 50,020.00	0.0%	\$	\$ 50,000.00
Indirect At A Percent of Direct								

Contractor Initials: JRC  
Date: 9/24/16

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

Bidder/Program Name: Bethany Christian Services

Budget Request for: Community and Faith Based Initiative to Support Resource and Adoptive Families  
(Name of RFP)

Budget Period: SFY 2018 July 1, 2017 -December 31, 2017

Category	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
1. Total Salary/Wages	\$ 19,740.00	\$	\$ 19,740.00	\$	\$ 19,740.00	\$	\$	\$	\$ 19,740.00
2. Employee Benefits	\$ 6,220.00	\$	\$ 6,220.00	\$	\$ 6,220.00	\$	\$	\$	\$ 6,220.00
3. Consultants	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
4. Equipment:	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
Rental	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
Repair and Maintenance	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
Purchase/Depreciation	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
5. Supplies	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
Educational	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
Lab	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
Pharmacy	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
Medical	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
Office	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
6. Travel	\$ 2,200.00	\$	\$ 2,200.00	\$	\$ 2,200.00	\$	\$	\$	\$ 2,200.00
7. Occupancy	\$ 495.00	\$	\$ 495.00	\$	\$ 495.00	\$	\$	\$	\$ 495.00
8. Current Expenses	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
Telephone	\$ 307.00	\$	\$ 307.00	\$	\$ 307.00	\$	\$	\$	\$ 307.00
Postage	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
Subscriptions	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
Audit and Legal	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
Insurance	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
Board Expenses	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
9. Software	\$ 220.00	\$	\$ 220.00	\$	\$ 220.00	\$	\$	\$	\$ 220.00
10. Marketing/Communications	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
11. Staff Education and Training	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
12. Subcontracts/Agreements	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$	\$ -
13. Other (Assistance to Foster and Adoptive Families)	\$ 1,400.00	\$	\$ 1,400.00	\$	\$ 1,400.00	\$	\$	\$	\$ 1,400.00
Indirect Administrative Overhead	\$ 2,752.00	\$	\$ 2,752.00	\$	\$ 2,752.00	\$	\$	\$	\$ 2,752.00
TOTAL	\$ 33,334.00	\$	\$ 33,334.00	\$	\$ 33,334.00	\$	\$	\$	\$ 33,334.00

Indirect As A Percent of Direct 0.0%

JCL  
Date 9/14/15  
Contractor Initials



**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;

JCL

9/12/15



- 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.

JCL

9/12/15



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

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



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

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

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

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

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

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

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

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

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

JCL

9/12/15



- 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.

JCL  
9/12/15





**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

JCL

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

9/12/15



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:

9/12/15  
Date

Janice C. Lessard  
Name: Janice C. Lessard  
Title: NH Branch Director

JCL

9/12/15



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.

JCL

9/12/15



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



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

JCL

9/12/15



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.

NH D HHS  
The State

Mary J. Foley  
Signature of Authorized Representative

Mary Ann Conroy  
Name of Authorized Representative

Assoc. Commissioner  
Title of Authorized Representative

10/6/15  
Date

Bethany Christian Services  
Name of the Contractor

Janice C. Lessard  
Signature of Authorized Representative

Janice C. Lessard  
Name of Authorized Representative

NH Director  
Title of Authorized Representative

9/12/15  
Date





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

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

Nicholas A. Toumpas  
 Commissioner

Mary Ann Cooney  
 Associate Commissioner

*NOT 32A*  
 G&C Approved

Date 1/29/14

December 16, 2013 Item # 32A

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with Bethany Christian Services of New England, 183 High Street, Candia NH 03034 (Vendor # 161782-B001) in an amount not to exceed \$100,000, to provide a Community and Faith Based Initiative to Support Resource and Adoptive Families effective January 1, 2014 or upon Governor and Council approval, whichever is later, through December 31, 2015.

*100% Federal funds*

Funds to support this request are available in the following account in SFY 2014, SFY 2015 and SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further 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

05-95-42-421010-29690000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF,  
 HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD ABUSE PREVENTION CAPTA

SFY	Organization	Class/Object	Class Title	Activity Number	Budget
2014	29690000	102-500734	Contracts for Program Services	42107306	\$25,000
2015	29730000	102-500734	Contracts for Program Services	42107306	\$50,000
2016	29730000	102-500734	Contracts for Program Services	42107306	\$25,000
<b>Total:</b>					<b>\$100,000</b>

**EXPLANATION**

The Community and Faith Based Initiative, was developed to augment the Division's annual statewide recruitment and retention plan to recruit, license and train resource and adoptive families. This initiative focuses efforts on engaging community and faith based organizations to secure resource families for children served by the Division, adoptive families for waiting children and for providing ongoing support after placement or adoption. 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 resource and adoptive families.

This contract was competitively bid. On August 15, 2013 the Department issued a Request for Proposals to solicit proposals to support Resource Families as well as families that have adopted children from the Department. The request for proposals was available on the Department of Health and Human Services website from August 15, 2013 through October 10, 2013. There was only one proposal submitted.

The proposal was evaluated by a team of Department of Health and Human Services employees who have knowledge of the program requirements and the Division for Children, Youth and Families' Recruitment and Retention Plan for Resource and Adoptive Families. The team also included staff with significant business and management expertise.

The proposal was evaluated based on the criteria published in the Request for Proposals. Bethany Christian Services of New England was selected. The bid summary is attached.

The attached contract calls for the provision of these services for two years and reserves the Division's right to renew the agreement for up to two additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should Governor and Council not authorize this request, there may not be a sufficient number of families willing to be a resource home or adopt children from the Department since the contractor actively works to recruit and retain them. Also resource families and families that have adopted children from the Division for Children, Youth and Families will not get the support and training needed to better serve the children from the Department.

Area Served: Statewide.

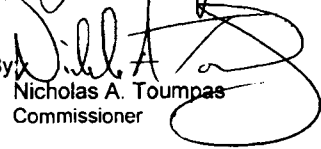
Source of Funds: 100% Federal Funds.

In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,

  
Mary Ann Cooney  
Associate Commissioner

Approved By

  
Nicholas A. Toumpas  
Commissioner



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

**Community and Faith Based Initiative**

RFP Name

14-DHHS-DCYF-03

RFP Number

**Bidder Name**

1. Bethany Christian Services

2. 0

3. 0

4. 0

5. 0

6. 0

7. 0

8. 0

9. 0

10. 0

Pass/Fail	Maximum Points
	200
	200
	200
	200
	200
	200
	200
	200
	200
	200
	200

**Reviewer Names**

1. Catherine Meister, Supervisor IV

2. Natalie Allen, Child Protective Service Worker IV

3. Myriam Roeder, Child Protective Service Worker IV

4. PJ Nadeau, MBA CPM

5.

6.

7.

8.

9.

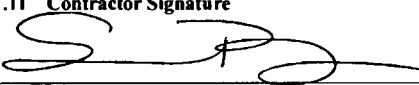

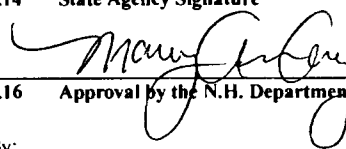
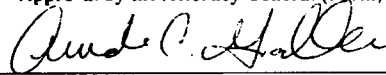
Subject: Community and Faith Based Initiative to Support Resource and Adoptive Families

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Division of Children, Youth and Families		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Bethany Christian Services of New England		<b>1.4 Contractor Address</b> 183 High Street, PO Box 320 Candia, NH 03034	
<b>1.5 Contractor Phone Number</b> 603-483-2886	<b>1.6 Account Number</b> 010-042-29730000-102-500734	<b>1.7 Completion Date</b> 12/31/15	<b>1.8 Price Limitation</b> \$100,000
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Sandra Pyram-Loyer, Branch Director	
<b>1.13 Acknowledgement:</b> State of _____, County of _____ On <u>12/13/15</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Lardalima m Pereira - Notary <span style="float: right;">Comm Exp. 12-14-13</span>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> MARY ANN COONEY Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: 1/17/14			
<b>1.18 Approval by the Governor and Executive Council</b> 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials: SPD  
Date: 12/5/13

**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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials:             
Date: 12/3/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

Contractor Initials:         

Date: 12/3/13



## Exhibit A

### Scope of Services

#### 1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. 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.

#### 2. Services To Be Provided

The Contractor hereby covenants and agrees that during the term of this Agreement, it will provide services to coordinate the State's efforts to provide support services to Resource Families as well as families that have adopted children from the Department, these support services include but are not limited to:

- 2.1. Engaging community and faith based organizations in promoting recruitment and retention of resource and adoptive families by:
  - 2.1.1. building upon past connections and reaching out to businesses and faith based groups through introductions from:
    - 2.1.1.1. current connections:
    - 2.1.1.2. Emails
    - 2.1.1.3. Calls;
    - 2.1.1.4. Visits.
  - 2.1.2. sending a an annual email survey to current Resource Families to ask about their local support connections, such as community and faith based groups;
  - 2.1.3. circulating "child-specific" information and waiting child profiles into faith-based organizations and community groups as part of the project's recruitment/retention strategies;
  - 2.1.4. developing skill-based information to help DCYF workers to understand and work with the values-driven motivation/language used by some adoption applicants who come from communities of faith;
  - 2.1.5. creating a new brochure that has a section that highlights the collaborative relationship between the Division for Children, Youth, and Families and the many current foster families actively involved in their faith communities;
  - 2.1.6. building a "Helping Hands" list for each region for the Faithfully One By One Program giving volunteers information about needs as they arise to support families who foster or adopt to provide services such as
    - 2.1.6.1. tutoring;
    - 2.1.6.2. transportation;
    - 2.1.6.3. respite;
    - 2.1.6.4. funds for special needs; etc.





## Exhibit A

- 
- 2.2. The contractor will assist DCYF with outreach to community and faith based organizations through:
- 2.2.1. email updates;
  - 2.2.2. targeted phone contact;
  - 2.2.3. face to face contact;
  - 2.2.4. requesting support from local businesses for retention activities such as the annual Foster, Adoptive, and Kinship Care celebration.
- 2.3. The contractor will act as a clearinghouse of information on recruitment and retention of resource families within Community and Faith Based Organizations. The contractor will disperse information on recruitment and retention of resource families through:
- 2.3.1. email
  - 2.3.2. regular mail
  - 2.3.3. targeted speaking engagements
  - 2.3.4. utilizing social media such as Facebook to share the news about upcoming events and ways people could help meet the needs of the children in foster care
  - 2.3.5. updating the Foster & Adoptive Parent Association (FAPA) online calendar monthly with current events
- 2.4. The contractor will expand the participation in the Community and Faith Based Advisory Council to include a greater representation of community and faith based organization, which include:
- 2.4.1. recruit people to help with projects, such as creating renovation teams to go into potential Resource homes to assist with building projects to bring their homes up to code so they can care for children;
  - 2.4.2. provide access for people to participate via Skype or by conference call;
  - 2.4.3. participate in all Advisory Board meetings to coordinate project initiatives and expand recruitment and retention services to the faith-based and community groups;
  - 2.4.4. distribute project-produced brochures, video, and recruitment resources to Board members and enlist their assistance in getting them into the hands of faith-based and community groups and prospective families;
  - 2.4.5. enlist Board assistance in identifying people from the faith based and community organizations they represent to serve in Community and Faith Based Coordinators (CFBC) roles, and channel some of these CFBCs back to the Advisory Board for service on Board-related work groups on foster care/adoption;
  - 2.4.6. utilize Board members to leverage the project's entrée to churches and groups represented on the Board.
- 2.5. The contractor will educate and train community and faith based coordinators in each organization participating in this initiative. The contractor will:
- 2.5.1. update past educational resources
  - 2.5.2. create a video
  - 2.5.3. create a new brochure
  - 2.5.4. plan a summit
  - 2.5.5. The contractor will conduct training that will include the following:
    - 2.5.5.1. "What is the Community and Faith-Based Initiative" and how can you help
    - 2.5.5.2. Orphan Sunday Information



## Exhibit A

- 
- 2.5.5.3. Specific training for people who have agreed to be a liaison for their church or business, to provide information and the tools needed to connect those that want to be of support to those who need assistance
  - 2.5.5.4. Listening to the experiences of others at the annual Fellowship Dinner
  - 2.5.5.5. "What is foster care"
  - 2.5.5.6. "What is adoption"
- 2.6. The contractor will promote the support of resource and adoptive parents within their identified community and faith based organizations, to include:
- 2.6.1. Create and maintain an up to date database of interested persons (name, location and roles people have expressed interest in helping with) for resource support
  - 2.6.2. sustain connections between organizations and resource parents by:
    - 2.6.2.1. Being sure they have connected to meet the need
    - 2.6.2.2. Following-up to make sure the need was met
    - 2.6.2.3. Sincerely thanking all who have reached out to help
- 2.7. The contractor will coordinate with DCYF staff, particularly the resource workers, in order to assist them in meeting the needs of the families they serve including, but not limited to:
- 2.7.1. recruiting new families
  - 2.7.2. providing goods and services such as:
    - 2.7.2.1. furniture
    - 2.7.2.2. clothing
    - 2.7.2.3. toys
    - 2.7.2.4. books
    - 2.7.2.5. mentoring and homework help
    - 2.7.2.6. assist with transportation
  - 2.7.3. provide funding for:
    - 2.7.3.1. recreational activities
    - 2.7.3.2. home renovations necessary for licensing
    - 2.7.3.3. for meeting a child's special needs
    - 2.7.3.4. driving hours for drivers education
- 2.8. The Contractor will attend Resource Round-up meetings in Concord where they will:
- 2.8.1. meet state workers, particularly resource workers;
  - 2.8.2. update state workers on current activities;
  - 2.8.3. learn of current needs;
  - 2.8.4. follow-up on requests for assistance;
  - 2.8.5. make new workers aware of ways that they can assist clients.

### 3. Organization and Planning

- 3.1. The contractor will be responsible for organizing and implementing appreciation and celebration events for resource and adoptive families, which include:
  - 3.1.1. organizing the Foster/Adoptive/Kinship family celebration in May;
  - 3.1.2. organizing the "Operation Christmas Joy" in December
- 3.2. The contractor will assist DCYF staff in organizing events which include:



## Exhibit A

- 3.2.1. locating venues for special celebrations around the holidays or at other times of year as requested;
- 3.2.2. recruiting volunteers to help at the events and help secure supplies for craft projects and/or refreshments;
- 3.2.3. organization of the National Adoption Month (November) celebration;
- 3.2.4. providing gift cards, purchased with donated funds, to help with events organized by the district offices as needed;
- 3.2.5. For events in 2014 and 2015, contact businesses and organizations that have helped in the past and continue to reach out to other businesses/groups as suggested by staff or Advisory Board members to solicit donations as appropriate to defined need.

### 4. Licensing Provision

- 4.1. The Contractor will hold and maintain, for the duration of the contact, a license as a licensed child-placing agency in accordance with HE-C 6448 or provide assurance of obtaining a license and acquire such license prior to award of contract.

### 5. Confidentiality Provision

- 5.1. The Contractor will comply with the confidentiality provisions of RSA 170-G:8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.

### 6. Staffing Requirements

- 6.1. The Contractor will provide documentation that their staff meets the training and qualifications described in He-C 6448 or provide assurance of obtaining the necessary training and qualifications for staff prior to award of contract.

### 7. Reports and Monitoring

- 7.1. The contractor will provide the Division for Children, Youth and Families Administrator, on a quarterly basis a report detailing:
  - 7.1.1. the name and number of community and faith based organizations and Community and Faith Based Coordinators (CFBC) identified as participating in this initiative;
  - 7.1.2. agendas and minutes of meetings that the Contractor holds with the Advisory Group associated with this initiative;
  - 7.1.3. the number of referrals from DCYF/DJJ for support and services that were met by members of participating community and faith based organizations;
  - 7.1.4. a list of goods, information, and services that were provided by community and faith based organizations to foster/adoptive children and families;
  - 7.1.5. documentation of meetings coordinated by the Contractor, with DCYF resource workers and other district office staff and Community Faith Based Initiative staff during the quarter;
  - 7.1.6. the Contractor's outline of events planning to date.
- 7.2. The Contractor will provide DCYF, on an annual basis, a report detailing:



## Exhibit A

- 
- 7.2.1. a summary of all of the activities that occurred, through the Contractor's delivering of services, during each contract year;
  - 7.2.2. a discussion of those activities that were determined to contribute to the recruitment of families, recognition of resource and adoptive families or which met the needs of NH families;
  - 7.2.3. data collected that demonstrates the effectiveness of the strategies utilized for recruitment and retention;
  - 7.2.4. recommendations gathered and/or drafted by the Contractor regarding the need to expand or reduce community and faith based recruitment and retention activities;
  - 7.2.5. a master list of organizations and identified contacts;
  - 7.2.6. examples of materials, including brochures, bulletins, or other printed media that were targeted to engage community and faith based organizations in recruitment and retention activities developed during the year;
  - 7.2.7. minutes of Advisory Council Quarterly Meetings throughout the contract period;
  - 7.2.8. a list of people who expressed an interest in becoming resource parents or adoptive parents.

### 8. Performance Outcomes

- 8.1. During the contract period the contractor will fulfill at least 500 requests for support for foster/adoptive children and families
- 8.2. During the contract period the contractor will increase attendance by members of community and faith based organizations at advisory council meetings as evidenced by attendance at council meetings.
- 8.3. During the contact period the contractor will provide a list of at least 60 people who expressed an interested in becoming resource parents or adoptive parents and have been referred to DCYF.



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  
2. Expenditures for each State Fiscal Year shall be in accordance with the line items as shown in Exhibits B-2 and B-3, the Budget Forms submitted with the Campus cost proposal.
  - 2.1. The Contractor shall provide at least 33% of the total program cost as match as shown in Exhibit B-1.
  - 2.2. Documentation of required match shall appear on all invoices. Failure to provide and/or document match may result in payment being withheld pending provision of match.
  
3. Payment for services shall be made to the contractor, subject to the following conditions:
  - 3.1. Payment will be on a cost reimbursement basis based on actual expenditures incurred up to the total contract price incurred in the fulfillment of this agreement. An invoice template, provided by the Department shall be used for billing, and must be completed, signed (or emailed) to:

Fiscal Administrator  
Division for Children, Youth and Families  
129 Pleasant Street  
Concord, NH 03301-3857  
  
dclark@dhhs.state.nh.us
  - 3.2. Requests for payment shall be signed or submitted electronically by an authorized representative of the Contractor.
  - 3.3. Payment requests may be submitted monthly, but at a minimum must be submitted quarterly.
  - 3.4. A final payment will be submitted no later than sixty (60) days after the agreement ends. Failure to submit the invoice by this date could result in non-payment.



### **Exhibit B**

---

- 3.5. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State Law, rule or regulation applicable to the services provided, or if the said services have not been satisfactory completed in accordance with the terms and conditions of this Agreement.
  - 3.6. Payments may be withheld pending receipt of required reports as outlined in Exhibit A.
4. When the Contract Price limitation is reached, the program shall continue to operate at full capacity at no charge to the Division Children, Youth and Families for the duration of the Contract Period.


Contractor Initials:   
Date: 12/3/13

Exhibit: B-1 Contract Budget	SFY2014 (1/1/14 - 12/31/14)			SFY2015 (1/1/15 - 12/31/15)		
	Division	Contractor	TOTAL	Division	Contractor	TOTAL
Provider Name: Bethany Christian Services	Cost	Match		Cost	Match	
<b>I. Personnel</b>						
<b>A. Salaries and Wages</b>						
Direct program staff	\$ 32,500	\$ -	\$ 32,500	\$ 32,500	\$ -	\$ 32,500
Indirect support/management staff	\$ 1,728	\$ 7,320	\$ 9,048	\$ 1,728	\$ 7,320	\$ 9,048
	\$ 34,228	\$ 7,320	\$ 41,548	\$ 34,228	\$ 7,320	\$ 41,548
<b>B. Fringe Benefits</b>						
Health and other related	\$ 4,537	\$ 3,046	\$ 7,583	\$ 5,288	\$ 2,295	\$ 7,583
Other benefits (state type)						
	\$ 4,537	\$ 3,046	\$ 7,583	\$ 5,288	\$ 2,295	\$ 7,583
<b>C. Staff Training</b>						
			\$ -			\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>D. Other Professional Fees</b>						
Program share of A-133 audit and fees paid to payroll company		\$ 100	\$ 100		\$ 100	\$ 100
	\$ -	\$ 100	\$ 100	\$ -	\$ 100	\$ 100
<b>II. Non-Personnel</b>						
<b>A. Space Costs</b>						
Bethany office in Candia, NH	\$ 2,700	\$ 500	\$ 3,200	\$ 2,700	\$ 500	\$ 3,200
	\$ 2,700	\$ 500	\$ 3,200	\$ 2,700	\$ 500	\$ 3,200
<b>B. Rental, Lease or Purchase of Minor Equipment</b>						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>C. Equipment</b>						
		\$ -	\$ -		\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>D. Consumable Supplies</b>						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>E. Food</b>						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>F. Travel</b>						
Transportation	\$ 2,407	\$ 525	\$ 2,932	\$ 3,156	\$ 776	\$ 3,932
Lodging						
	\$ 2,407	\$ 525	\$ 2,932	\$ 3,156	\$ 776	\$ 3,932
<b>G. Organization/Participant Support</b>						
Direct Assistance to Foster and Adoptive Families			\$ -		\$ 1,000	\$ 1,000
	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000
<b>H. Utilities</b>						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>I. Other Costs</b>						
Other: Video, Fost/Adopt Month events, etc.	\$ 2,000	\$ 3,800	\$ 5,800	\$ 500	\$ 3,300	\$ 3,800
	\$ 2,000	\$ 3,800	\$ 5,800	\$ 500	\$ 3,300	\$ 3,800
<b>J. Administrative Overhead</b>						
9.0% of Direct Costs - Approved IDC	\$ 4,128	\$ 1,376	\$ 5,504	\$ 4,128	\$ 1,376	\$ 5,504
	\$ 4,128	\$ 1,376	\$ 5,504	\$ 4,128	\$ 1,376	\$ 5,504
<b>GRAND TOTAL</b>	<b>\$ 50,000</b>	<b>\$ 16,667</b>	<b>\$ 66,667</b>	<b>\$ 50,000</b>	<b>\$ 16,667</b>	<b>\$ 66,667</b>

**NH Department of Health and Human Services****STANDARD EXHIBIT C****SPECIAL PROVISIONS**

**1. 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:

**2. 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.

**3. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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 Contractor's 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:

**8.1** Renegotiate the rates for payment hereunder, in which event new rates shall be established;

**8.2** Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



**8.3 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:**

**9. 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:

**9.1 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.

**9.2 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.

**9.3 Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

**10. Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

**10.1 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.

**10.2 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.

**11. 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.

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.

**12.1 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.

**12.2 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.

**13. 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.

**14. 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:

**14.1** 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.

**15. 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.

**16. 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.

**17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

**SPECIAL PROVISIONS – 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.

**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.

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL 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.

  
12/3/13

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Agreement for up to two additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

SPC  
12/3/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(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 has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (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
  - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

Bohany Christian Senis From: 1/1/14 To: 12/31/15  
 (Contractor Name) (Period Covered by this Certification)

Sandra Pyram-Loyer Branch Director  
 (Name & Title of Authorized Contractor Representative)

[Signature] 12/3/13  
 (Contractor Representative Signature) (Date)



NH Department of Health and Human Services

STANDARD EXHIBIT E

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

Contract Period: 1/1/14 through 12/31/15

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

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

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

  
(Contractor Representative Signature)

Sandra Pyram-Layer, Branch Director  
(Authorized Contractor Representative Name & Title)

Bethany Christian Services  
(Contractor Name)

12/3/13  
(Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and 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**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) 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;
  - (c) 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 (1)(b) of this certification; and
  - (d) 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.
- (2) 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).

Contractor Initials: 

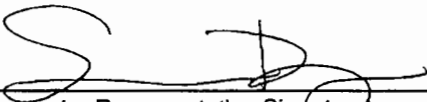
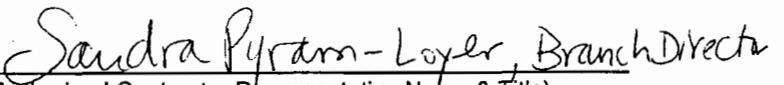
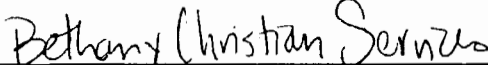
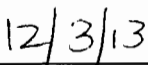
Date: 12/3/13

**LOWER TIER COVERED TRANSACTIONS**

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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 Representative Signature)	 _____ (Authorized Contractor Representative Name & Title)
 _____ (Contractor Name)	 _____ (Date)

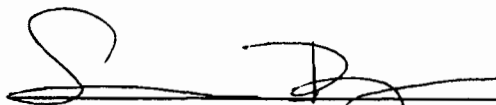
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
 (Contractor Representative Signature)

Sandra Pyram-Loyer, Branch Director  
 (Authorized Contractor Representative Name & Title)

Bethany Christian Services  
 (Contractor Name)

12/3/13  
 (Date)

NH Department of Health and Human Services

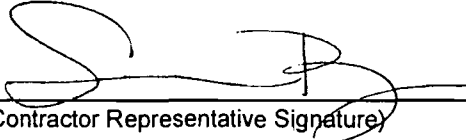
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
(Contractor Representative Signature)

Sandra Pyram-Loyer, Branch Director  
(Authorized Contractor Representative Name & Title)

Bethany Christian Services of NE  
(Contractor Name)

12/3/13  
(Date)

## NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act 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.

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH DHHS  
The State Agency Name

Bethany Christian Services  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

[Signature]  
Signature of Authorized Representative

Sandra Pyram-Loyer  
Name of Authorized Representative

MARY ANN COONEY  
Name of Authorized Representative

Branch Director  
Title of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

12/3/13  
Date

12/17/13  
Date

STANDARD EXHIBIT J

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

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

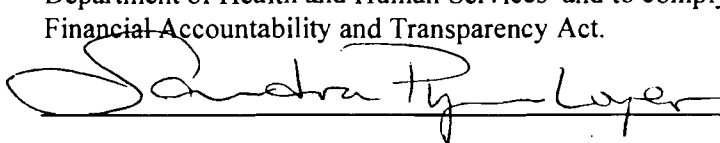
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. 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.



Sandra Pyram-Loyer  
Branch Director  
Bethany Christian Services


(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

(Contractor Name)

(Date)

12/3/13

Contractor initials:   
Date: 12/3/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: Grand Rapids, Michigan Headquarters  
08-035-0796

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: SFO  
Date: 12/3/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_