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

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

Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

April 23, 2013

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

Sole Source
100% Federal Funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into a **sole source** agreement with PbS Learning Institute, Inc., 170 Forbes Road, Suite 106, Braintree, MA 02184, (Vendor #201788), for continued participation in the Council of Juvenile Correctional Administrators Performance-based Standards for Youth Correction and Detention facilities for SFY 2014 and 2015 in an amount not to exceed \$40,000.00 effective July 1, 2013 through June 30, 2015.

Funds are anticipated to be available in SFY2014-2015 upon the availability and continued appropriation of funds in the future operating budgets:

05-95-42-421410-79070000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, JUVENILE JUSTICE SERVICES, JAIBG

<u>Fiscal Year</u>	<u>Object/Class Code</u>	<u>Job Number</u>	<u>Class Title</u>	<u>Amount</u>
2014	020-500200	41133006	Current Expenses	\$20,000.00
2015	020-500200	41133006	Current Expenses	\$20,000.00
Total				\$40,000.00

EXPLANATION

This request is **sole source** because the Council of Juvenile Correctional Administrators, through its PbS Learning Institute, administers the proprietary Performance Based Standards system. The system enables the Division to identify, monitor and improve conditions and treatment services provided to incarcerated youth and allows for direct comparison to 185 other juvenile correctional facilities across country that utilize the system. Despite searching for a similar or comparable system, the Division has been unable to find one.

The purpose of this request is to pay for the Division's Juvenile Justice Services' continued participation in the Council of Juvenile Administrators Performance Based Standards for Youth Correction and Detention

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and the Honorable Council

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facilities. The Performance Based Standards System employs national standards and outcome measures. It launched in 1995 by the US Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention.

Over the past year the Division has completed two phases of data input and testing. The Division utilizes the PbS tool to ensure that the facility is safe for both staff and youth and to improve facility practices, thereby increasing behavioral change among the youth. The Sununu Youth Services Center is one of 185 other juvenile correctional facilities across the country that utilizes this system.

Participation in the Performance-based Standards system provides the Division the opportunity to compare its performance with other state correctional facilities across the nation. By doing so, the Division has the capability to identify more effective and efficient methods for quality improvement, areas for cost savings, and ways to improve the overall quality of services that are provided to our youth.

Should Governor and Executive Council not approve this request the Division would not be able to benefit from having access to current national standards used to improve conditions and treatment services to incarcerated youth.

This agreement calls for the provision of these services for two years. This agreement also includes and option for up to a two year renewal based on the satisfactory delivery of services, continued availability of supporting funds, and Governor and Council approval.

Area served: Statewide

The source of funds is 100% Federal Funds.

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

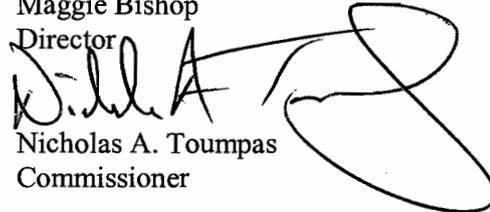
Respectfully submitted,



Maggie Bishop

Director

Approved by:



Nicholas A. Toumpas

Commissioner

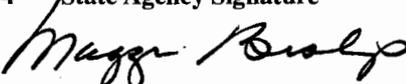
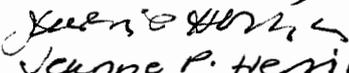
Subject: Performance-based Standards for Youth Correction and Detention Facilities

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Children, Youth and Familie		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name PbS Learning Institute, Inc.		1.4 Contractor Address Council of Juvenile Correctional Administration 170 Forbes Road, Suite 106 Braintree, MA 02184	
1.5 Contractor Phone Number 781-843-2663	1.6 Account Number 05-95-42-421410-79070000	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$40,000.00
1.9 Contracting Officer for State Agency John Harrington		1.10 State Agency Telephone Number 603-271-9540	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kim Godfrey, Executive Director	
1.13 Acknowledgement: State of <u>RI</u> , County of <u>BASK</u> On <u>4/29/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace MICHELLE CHOINARD NOTARY PUBLIC STATE OF RHODE ISLAND MY COMMISSION EXPIRES 03/29/2017 			
1.13.2 Name and Title of Notary or Justice of the Peace Michelle Chouinard Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maggie Bishop, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>29 April 2013</u>			
1.18 Approval by the Governor and Executive Council 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: Kb
Date: 9/22/13

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

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.

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Tonya Wright-Cook, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

- I am a duly elected Clerk of Pbs Li
(Corporation Name)
- The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on July 1, 2005:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services DCYF, for the provision of

Pbs services.

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation 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 23rd day of April, 2013.
(Date Contract Signed)

4. Kim Godfrey is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.



(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE / South Dakota
County of Custer

The forgoing instrument was acknowledged before me this 30 day of April, 2013.

By Tonya Wright-Cook
(Name of Clerk of the Corporation)



(Notary Public/Justice of the Peace)

Commission Expires: 10/28/14

(NOTARY SEAL)



EXHIBIT A
SCOPE OF SERVICES
(eff. 4/1/2013)

DATE: April 10, 2013

CONTRACT PROJECT: Performance based Standards (PbS)

CONTRACT PERIOD: July 1, 2013 through June 30, 2015

CONTRACTOR NAME: PbS Learning Institute

ADDRESS: 639 Granite St., Suite 112
Braintree, MA 02184

EXECUTIVE DIRECTOR: Kim Godfrey

TELEPHONE: 781-843-2663

FAX: 781-843-1688

E-MAIL: kingodfrey@pbstandards.org

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 has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated.
- 1.2 The Contractor agrees to use its best efforts to apply for any and all appropriate public and private sources of funds which are applicable to the funding of the Services described herein. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.
- 1.3 The Contractor shall provide the following list of services and further described in Exhibit A-1 of this Agreement. If a conflict exists between Exhibit A and Exhibit A-1, then Exhibit A shall prevail.

A. PROGRAM SPECIFICATIONS

1. Population Served

- 1.1 The Contractor shall evaluate, provide best practice guidance, technical assistance and nation wide research-based analysis of program data for the John H. Sununu Youth Services Center (SYSC), committed and detained youth populations.

2. Services to be Provided

2.1 The Contractor shall evaluate, provide summary reports, best practice guidance, and technical assistance to SYSC in critical programmatic areas, and measure the effectiveness of SYSC programs designed to enhance outcomes for committed and detained youth and their families. The contractor will achieve these deliverables specifically by providing or ensuring the following services or opportunities are provided to the Division:

- a. Two complete reports annually on facility performance that will evaluate conditions of confinement for youth at SYSC, specifically addressing safety, order, security, fairness and services, to include health/mental health, programming, education, and re-entry planning.
- b. Unlimited consultation and technical assistance of PbS coach via telephone and e-mail;
- c. Annual site visit by PbS coach to verify site(s)' PbS levels of achievement and PbS state coordinator's leadership efforts to create positive change;
- d. Unlimited technical assistance through the PbS Help Desk and training with regular Distance Learning Conferences and customized Webinars;
- e. Access to on-line tools and resources to analyze data;
- f. Research-based analysis tools correlating data to impact change;
- g. The ability to network nationwide with other participating PbS facilities;
- h. Availability of Council of Juvenile Corrections Administrators (CJCA) resources, conferences and staff;
- i. Eligibility to participate in the annual Barbara Allen-Hagen Award that recognizes extraordinary implementation of PbS facilities;
- j. A methodology that offers a strategic review of issues twice a year to promote long-term sustainability.

Specific reports to be provided to the Division include:

- a. Annual Site Visit report and consultation of Facility Improvement Plans by PbS Coach;
- b. Critical Outcomes Report (two annually) focusing on the safety and health issues within facilities;
- c. Performance Profile Reports providing a spotlight summary of outcomes following each data collection showing improvement compared to the field average;
- d. Downloadable outcome measures reports – all or individual outcome measures;
- e. Jurisdictional Profile Reports showing all participating facilities in a state or jurisdiction;
- f. Summary reports of Youth and Staff Climate Survey responses;
- g. Detention/ Correction Comparison Report.

3. Program Outcomes

3.1 The Contractor shall report on the outcomes for agencies that have been identified for this program, as evidenced by the provision of 100% of the reports due.

B. OPERATIONAL SPECIFICATIONS

1. General

1.1 The Contractor shall provide all services directly.

2. Staff Qualifications

2.1 The Contractor shall provide a PbS coach that has sufficient experience in the juvenile justice field to be able to offer best practice consultation and current trend information to the Division.

3. Records and Reporting Requirements

3.1 The Contractor shall provide bi-annual reports that will evaluate conditions of confinement for youth at SYSC, specifically addressing safety, order, security, fairness and services, to include health/mental health, programming, education, and re-entry planning.

Bi-Annual Reporting Period	Report Due Date
05/01/13 through 10/31/13	11/15/13
10/31/13 through 04/31/14	05/15/14
05/01/14 through 10/31/14	11/15/14
10/31/14 through 4/31/15	05/15/15

3.2 The Contractor shall provide an annual report that summarizes information collected for the interim reports (see 3.1), with analysis that includes trends and service. This report shall be due by July 31st of each contract year.

C. SPECIAL PROVISIONS:

1. The Contractor shall 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.

EXHIBIT B

METHOD, SCHEDULE, AND CONDITIONS PRECEDENT TO PAYMENT

Contract Agency: PbS Learning Institute, Inc.

Program Period: July 1, 2013 to June 30, 2015

CFDA # and Title: 16.523 Juvenile Accountability and Incentive Block Grant

1. Subject to the availability of Federal funds, and in consideration for the satisfactory completion of the Services to be performed under this Agreement, the Division for Children, Youth and Families agrees to purchase from the Contractor, services in an amount not to exceed \$40,000.00 for services performed during the program period specified above.
 - 1.1. Expenditures for each State Fiscal Year shall be in accordance with the line items as shown in Exhibit B-2.
2. Payments shall be made to the Contractor, subject to the following conditions:
 - 2.1. Payment shall be on a cost reimbursement basis based on actual expenditures incurred in the fulfillment of this agreement. The invoice should be sent to John Harrington, Division for Children, Youth and Families, Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301-3857, in order to initiate payment.
 - 2.2. Requests for payment shall be signed by an authorized representative of the Contractor.
 - 2.3. Invoices may be sent via United States Postal Service or e-mailed to the Contract Specialist.
 - 2.4. Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-2. Any adjustments in a line item in excess of 10% shall require the prior written approval of the Division for Children, Youth and Families.
 - 2.5. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice by this date could result in non-payment.
 - 2.6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the Services provided, or if the said Services have not been completed in accordance with the terms and conditions of this Agreement.
 - 2.7. Payments may be withheld pending receipt of required reports as outlined in Exhibit A.

Contractor Initials: KG

Date: 4/22/13

**State of New Hampshire
Department of Health and Human Services**

Division for Children, Youth and Families

RFP #
EXHIBIT B-1- PbS Learning Institute
PERSONNEL DATA
State Fiscal Year 2014 - 2015

State Fiscal Year 2014

	Name	Title	Annual Salary	% of Time to Work on the Project	Project Amount Charged for SFY 2014 (7/1/13-6/30/14)
1	Dave Crowley	PbS coach	\$ 130,000.00	7%	\$ 9,000.00
2					
3			\$ -		\$ -
4			\$ -		\$ -
5			\$ -		\$ -
6			\$ -		\$ -
7			\$ -		\$ -
8					\$ -
9					
Total:			\$ 130,000.00		\$ 9,000.00

State Fiscal Year 2015

	Name	Title	Annual Salary	% of Time to Work on the Project	Project Amount Charged for (7/1/14-6/30/15)
1	Dave Crowley	PbS coach	\$ 130,000.00	7%	\$ 9,000.00
2					
3			\$ -		\$ -
4			\$ -		\$ -
5			\$ -		\$ -
6			\$ -		\$ -
7			\$ -		\$ -
8					\$ -
9					
Total:			\$ 130,000.00		\$ 9,000.00

Contractor Initials: KG
Date: 4/22/13

New Hampshire Department of Health and Human Services

Bidder/Program Name: PbS Learning Institute, Inc.

Budget Request for: _____

(Name of RFP)

Budget Period: 7/1/2013 - 6/30/14

Line Item	Direct Incremental	Indirect Fixed	Total State Costs	Bidder Match	Total Costs
1. Total Salary/Wages	\$		\$	\$	\$
2. Employee Benefits	\$		\$	\$	\$
3. Consultants	\$ 9,000.00		\$ 9,000.00	\$	\$ 9,000.00
4. Equipment:	\$		\$	\$	\$
Rental	\$		\$	\$	\$
Repair and Maintenance	\$		\$	\$	\$
Purchase/Depreciation	\$		\$	\$	\$
5. Supplies:	\$		\$	\$	\$
Educational	\$		\$	\$	\$
Office	\$		\$	\$	\$
6. Travel	\$ 1,765.00		\$ 1,765.00	\$	\$ 1,765.00
7. Occupancy	\$		\$	\$	\$
8. Current Expenses	\$		\$	\$	\$
Telephone	\$		\$	\$	\$
Postage	\$		\$	\$	\$
Subscriptions	\$		\$	\$	\$
Audit and Legal	\$		\$	\$	\$
Insurance	\$		\$	\$	\$
Board Expenses	\$		\$	\$	\$
9. Software	\$ 2,400.00		\$ 2,400.00	\$	\$ 2,400.00
10. Marketing/Communications	\$ 4,485.00		\$ 4,485.00	\$	\$ 4,485.00
11. Staff Education and Training	\$ 1,350.00		\$ 1,350.00	\$	\$ 1,350.00
12. Subcontracts/Agreements	\$		\$	\$	\$
13. Other (specific details mandatory):	\$ 1,000.00		\$ 1,000.00	\$	\$ 1,000.00
TOTAL	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00

Indirect As A Percent of Direct

0

13. Membership Dues

Contractor Initials: RG

Date: 4/22/13

New Hampshire Department of Health and Human Services

Bidder/Program Name: PbS Learning Institute, Inc.

Budget Request for: _____

(Name of RFP)

Budget Period: 7/1/14 - 6/30/15

Line Item	Direct Incremental	Indirect Fixed	Total State Costs	Bidder Match	Total Costs
1. Total Salary/Wages		\$		\$	
2. Employee Benefits	\$	\$	\$	\$	\$
3. Consultants	\$ 9,000.00	\$	\$ 9,000.00	\$	\$ 9,000.00
4. Equipment:	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$
5. Supplies:	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$
6. Travel	\$ 1,765.00	\$	\$ 1,765.00	\$	\$ 1,765.00
7. Occupancy	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$
9. Software	\$ 2,400.00	\$	\$ 2,400.00	\$	\$ 2,400.00
10. Marketing/Communications	\$ 4,485.00	\$	\$ 4,485.00	\$	\$ 4,485.00
11. Staff Education and Training	\$ 1,350.00	\$	\$ 1,350.00	\$	\$ 1,350.00
12. Subcontracts/Agreements	\$	\$	\$	\$	\$
13. Other (specific details mandatory):	\$ 1,000.00	\$	\$ 1,000.00	\$	\$ 1,000.00
TOTAL	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00

Indirect As A Percent of Direct 0

13. Member Dues

Contractor Initials: KG

Date: 4/22/13

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.

Contractor Initials: KU
Date: 4/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

The Department shall reserve the right to renew the contract for up to two additional years based on the performance of the selected bidder and continued availability of supporting funds, and Governor and Council approval.

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;

Contractor Initials: KG
Date: 4/22/13

- (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.

Pbs Learning Institute From: 7/1/13 To: 6/30/15
 (Contractor Name) (Period Covered by this Certification)

Kim Godfrey, Executive Director
 (Name & Title of Authorized Contractor Representative)

Kim Godfrey 4/22/13
 (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: _____ through _____

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

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

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

Kim Godfrey
(Contractor Representative Signature)

Kim Godfrey, Executive Director
(Authorized Contractor Representative Name & Title)

PBS Learning Institute
(Contractor Name)

4/22/13
(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).

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.

<u>Kim Godfrey</u> (Contractor Representative Signature)	<u>Kim Godfrey, Executive Director</u> (Authorized Contractor Representative Name & Title)
<u>PBS Learning Institute</u> (Contractor Name)	<u>4/22/13</u> (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.

Kim Godfrey
(Contractor Representative Signature)

Kim Godfrey Executive Director
(Authorized Contractor Representative Name & Title)

PBS Learning Institute
(Contractor Name)

4/22/13
(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.

Kim Godfrey
(Contractor Representative Signature)

Kim Godfrey, Executive Director
(Authorized Contractor Representative Name & Title)

PBS Learning Institute
(Contractor Name)

4/22/13
(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 Dept of Health and Human Services
Division for Children, Youth and Families
The State Agency Name

Pbs Learning Institute
Name of the Contractor

Maggie Bishop
Signature of Authorized Representative

Kim Godfrey
Signature of Authorized Representative

Maggie Bishop
Name of Authorized Representative

Kim Godfrey
Name of Authorized Representative

Director
Title of Authorized Representative

Executive Director
Title of Authorized Representative

4/23/13
Date

4/22/13
Date

NH Department of Health and Human Services

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.

Kim Godfrey

(Contractor Representative Signature)

Kim Godfrey, Executive Director

(Authorized Contractor Representative Name & Title)

PBS Learning Institute

(Contractor Name)

4/22/13

(Date)

Contractor initials: KG
Date: 4/22/13
Page # 1 of Page # 2

NH Department of Health and Human Services

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:

025875173

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: _____

Contractor initials: KC
Date: 4/22/13
Page # 2 of Page # 2

PbS Learning Institute

Committed to treating youths in custody as one of our own

Sole Source Contract Justification

Performance-based Standards (PbS) and Community-based Standards (CbS)

Performance-based Standards (PbS) and Community-based Standards (CbS) were developed and are managed solely by the PbS Learning Institute (PbS Li). PbS was designed specifically to respond to the 1994 Conditions of Confinement Study that found youth facilities were not safe for youths and staff and services were too often inadequate or non-existent. The study also found that adherence to existing accreditation programs, such as the American Correctional Association (ACA) process, did not make facilities safer or improve conditions. PbS Li adapted the PbS model for community residential programs in in 2004 launched CbS.

In that context, PbS Li has worked to develop a unique and effective tool for facilities and agencies to set goals and standards for operations, continually monitor performance and integrate a quality improvement process into daily business. In 2004, PbS' was selected as a winner of the Innovations in American Government Award from the Ash Institute of American Governance and Innovation at Harvard University and the Council for Excellence in Government for uniquely and successfully improving how facilities operate, provide services for youths and address quality of life issues for youths and staff.

PbS and CbS uniquely focus on performance and outcomes rather than policies and processes and combine data collection analysis with continual improvement planning and monitoring. PbS and CbS also sets national goals and standards for facility operations at the highest level of achievement rather than bare minimal requirements, which according to an analysis of PbS by a former civil rights attorney, protects programs implementing PbS with fidelity from legal investigations.

In brief, PbS and CbS operate three-part cycle of activities that collect data twice a year and use it to identify strengths to celebrate and support and weaknesses that need to be addressed. PbS and CbS provide facilities and agencies with national standards for the highest quality operations of facilities and outcome data to measure individual facilities' performance in relation to the standards, compared over time as well as compared to an average of all facilities. PbS and CbS provide tools to guide

PbS Learning Institute

Committed to treating youths in custody as one of our own

facilities through the improvement process and measures changes in subsequent data collections. Unlike one-time, pass/fail accreditation processes, PbS and CbS provide a continuous improvement cycle of activities that bring youth facilities in line with current demands for government accountability, quality assurance and providing data to demonstrate effectiveness. Across the country, 23 states and nearly 170 facilities and programs participate in the PbS/CbS process. For more information, please go to the PbS and CbS website at: www.pbstandards.org

Declaration

PbS and CbS are unique tools for youth correction facilities and agencies. PbS Li is the developer and owner of PbS and CbS and the only organization able to work with state juvenile justice systems or child welfare systems to implement PbS/CbS. There are no other organizations capable of working with the New Hampshire Division of Children, Youth and Families to implement PbS and CbS for its programs.



Kim Godfrey
Executive Director

M | F | A

MOODY, FAMIGLIETTI & ANDRONICO
Certified Public Accountants & Consultants

PBS LEARNING INSTITUTE, INC.

FINANCIAL STATEMENTS

JUNE 30, 2011 AND 2010



MOODY, FAMILIETTI & ANDRONICO, LLP
Certified Public Accountants & Consultants

To the Board of Directors
PbS Learning Institute, Inc.
Braintree, Massachusetts

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statements of financial position of PbS Learning Institute, Inc. (the "Organization" or "PbS") as of June 30, 2011 and 2010, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Organization is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits include consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of PbS Learning Institute, Inc. as of June 30, 2011 and 2010, and the changes in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Moody, Famiglietti & Andronico, LLP

Moody, Famiglietti & Andronico, LLP
November 22, 2011

Statements of Financial Position

PbS Learning Institute, Inc.

June 30	2011	2010
Assets		
Current Assets:		
Cash and Equivalents	\$ 107,011	\$ 80,161
Short-Term Investments	165,814	340,002
Membership Receivables	222,196	213,598
Accounts Receivable from Related Party	77,357	-
Prepaid Expenses and Other Current Assets	4,840	6,571
Total Current Assets	577,218	640,332
Long-Term Investments	248,934	41,996
Property and Equipment, Net of Accumulated Depreciation	2,508	4,257
Software Development Costs	490,831	488,343
Total Assets	\$ 1,319,491	\$ 1,174,928
Liabilities and Net Assets		
Current Liabilities:		
Accounts Payable and Accrued Expenses	\$ 81,780	\$ 107,664
Deferred Revenue	102,850	112,300
Total Current Liabilities	184,630	219,964
Unrestricted Net Assets	1,134,861	954,964
Total Liabilities and Net Assets	\$ 1,319,491	\$ 1,174,928

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

Statements of Activities

PbS Learning Institute, Inc.

For the Years Ended June 30	2011	2010
Revenues and Other Support:		
Membership Dues	\$ 1,588,142	\$ 1,460,802
Private Grants and Other Support	4,754	553
Total Revenues and Other Support	1,592,896	1,461,355
Operating Expenses:		
Consultants	528,187	551,309
Salaries	405,171	463,298
Payroll Taxes and Fringe Benefits	170,352	197,183
Depreciation and Amortization	134,124	69,308
Travel	97,255	98,746
Office	47,302	59,811
Professional Fees	24,437	25,856
Miscellaneous	3,945	5,354
Advertising	3,426	981
Insurance	2,894	2,752
Total Operating Expenses	1,417,093	1,474,598
Non-Operating Gains and Other Support:		
Interest Income	7,807	5,164
Net Realized and Unrealized Losses on Investments	(3,713)	(1,413)
Total Non-Operating Gains and Other Support	4,094	3,751
Increase (Decrease) in Net Assets	179,897	(9,492)
Net Assets at Beginning of Year	954,964	964,456
Net Assets at End of Year	\$ 1,134,861	\$ 954,964

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

Statements of Cash Flows

PbS Learning Institute, Inc.

For the Years Ended June 30	2011	2010
Cash Flows from Operating Activities:		
Increase (Decrease) in Net Assets	\$ 179,897	\$ (9,492)
Adjustments to Reconcile Increase (Decrease) in Net Assets to Net Cash		
Provided by Operating Activities:		
Depreciation and Amortization	132,101	69,308
Net Realized and Unrealized Losses on Investments	3,713	1,413
Increase in Membership Receivables	(8,598)	(39,729)
Decrease (Increase) in Prepaid Expenses and Other Current Assets	1,731	(2,318)
(Decrease) Increase in Accounts Payable and Accrued Expenses	(103,241)	74,030
Decrease in Deferred Revenue	(9,450)	(21,600)
Net Cash Provided by Operating Activities	196,153	71,612
Cash Flows from Investing Activities:		
Proceeds from Sale of Investments	420,000	327,038
Acquisition of Investments	(456,463)	(255,125)
Capitalization of Software Development Costs	(132,840)	(131,671)
Acquisition of Property and Equipment	-	(5,248)
Net Cash Used in Investing Activities	(169,303)	(65,006)
Net Increase in Cash and Equivalents	26,850	6,606
Cash and Equivalents, Beginning of Year	80,161	73,555
Cash and Equivalents, End of Year	<u>\$ 107,011</u>	<u>\$ 80,161</u>

Supplemental Disclosure of Non-Cash Investing Activities:

During the year ended June 30, 2011, the Organization transferred employee benefit related accrued expenses to a related party in the amount of \$77,357.

1. Significant Accounting Policies:

Nature of Organization: PbS Learning Institute, Inc. (the "Organization" or "PbS") is a national nonprofit organization dedicated to the improvement of youth correctional services and practices. Incorporated in 2004, PbS develops, promotes and monitors the implementation of the performance-based standards for youth correction and detention facilities, to better the quality of life for youths in custody. The Organization sets national standards for safety, education, health and mental health services, security, justice and order within facilities and gives agencies the tools to collect data, analyze the results to design improvement, implement change, and measure effectiveness with subsequent data collections.

Method of Accounting: The financial statements of the Organization have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

Classification and Reporting of Net Assets: The Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. A description of the three net asset classes follows:

- Unrestricted net assets represent the portion of net assets of PbS that is neither permanently restricted nor temporarily restricted by donor-imposed stipulations. Unrestricted net assets include expendable funds available for the support of PbS as well as funds invested in property and equipment.
- Temporarily restricted net assets represent contributions and other inflows of assets whose use by PbS is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of PbS pursuant to those stipulations. As of June 30, 2011 and 2010, PbS does not have any temporarily restricted net assets.
- Permanently restricted net assets represent contributions and other inflows of assets whose use by PbS is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of PbS. As

of June 30, 2011 and 2010, PbS does not have any permanently restricted net assets.

Fair Value: Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. In order to measure fair value, the Organization uses a fair value hierarchy for valuation inputs which gives the highest priority to quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs.

The fair value hierarchy is as follows:

Level 1 - Inputs utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that management has the ability to access.

Level 2 - Inputs utilize data points that are observable such as quoted prices, interest rates and yield curves.

Level 3 - Inputs are unobservable data points for the asset or liability, and include situations where there is little, if any, market activity for the asset or liability.

Revenue Recognition: Revenues are reported as increases in unrestricted net assets unless the use is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law. Grant revenues are recognized when granted or upon the performance of reimbursable activities if stipulated. Membership dues are recognized evenly over twelve months. Consulting revenue is recognized as services are performed.

Deferred Revenue: Deferred revenue results from revenues received from membership dues paid in advance.

Contributions: Contributions, including unconditional promises to give, are recognized as revenue in the period promised. Conditional promises to give are not recognized until they become unconditional, that is, at the time when the conditions on which they depend are substantially met. Contributions of assets other than cash are reported at their estimated fair value. Contributions to be received after one year are discounted at an appropriate discount rate commensurate with the risk involved. Amortization of

1. Significant Accounting Policies (Continued):

the discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. An allowance for uncollectible contributions receivable is provided based upon management's judgment of potential defaults. The determination includes such factors as prior collection history, type of contribution and nature of fund raising activities.

Contributions recognized with donor-imposed restrictions that are met in the same year as recognized are reported as revenues of the unrestricted net asset class. Contributions recognized with donor-imposed restrictions that are not met in the year in which they are recognized are reported as revenues of the temporarily restricted net asset class when they are recognized. A reclassification to unrestricted net assets is made to reflect the expiration of such restrictions in the year the restriction is met.

Cash and Equivalents: The Organization has a cash management program, which provides for the investment of excess cash balances primarily in short-term money market accounts, which are valued using Level 1 inputs. The Organization considers such highly liquid investments with original maturities of three months or less when purchased to be cash equivalents. The balance of cash and equivalents may at any time exceed federally insured limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant credit risk on cash and equivalents.

Investments and Investment Income: Investments are reported at fair value as of the dates of the statements of financial position. Investments with a maturity due date greater than one year are classified as long-term. Realized and unrealized gains and losses are reflected in the accompanying statements of activities along with investment income which consists of interest and dividends.

Membership Receivables: Membership receivables are stated at the amount management expects to collect from the outstanding balances. The Organization maintains an allowance for potentially uncollectible membership dues based on management's assessment of collectability, which considers historical loss experience and any specific risks identified in

membership collection matters. As of June 30, 2011 and 2010, no such allowance was deemed necessary.

Property and Equipment: Computer equipment acquisitions are recorded at cost. Depreciation is computed using the straight-line method over an estimated useful life of 3 years.

Software Development Costs: The Organization capitalizes certain costs associated with the development of software for internal use. Capitalization of computer software development costs begins at the start of the application development stage and ceases once testing is complete and the software is placed in operation. Additional costs may also be capitalized subsequent to the date the software is placed in operation if the modifications result in additional functionality. Computer software development costs are amortized using the straight-line method over a period of five years.

Advertising Costs: The Organization expenses advertising costs as incurred. During the years ended June 30, 2011 and 2010, the Organization incurred advertising expense in the amounts of \$3,426 and \$981, respectively.

Income Taxes: The Organization is a nonprofit Organization as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal and state income taxes. As a result, no provision for income taxes is presented in these financial statements. However, in certain circumstances, the Organization may be subject to federal and state income taxes for profits generated from unrelated trade or business income. As of June 30, 2011 and 2010, management has determined that it does not have any liabilities associated with unrelated trade or business income.

The Organization assesses the recording of uncertain tax positions by evaluating the minimum recognition threshold and measurement requirements a tax position must meet before being recognized as a benefit in the financial statements. The Organization's policy is to recognize interest and penalties accrued on any uncertain tax positions as a component of income tax expense, if any, in its statements of activities.

1. Significant Accounting Policies (Continued):

The Organization has not recognized any liabilities for uncertain tax positions or unrecognized benefits as of June 30, 2011 or 2010. The Organization does not expect any material change in uncertain tax benefits within the next twelve months.

As of June 30, 2011 and 2010, the Organization is not currently under examination by any taxing jurisdiction. The Organization's U.S. federal and Massachusetts tax returns are generally open for examination for three years from the date of filing.

Use of Estimates: Management has used estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities in its preparation of the financial statements in accordance GAAP. Actual results experienced by the Organization may differ from those estimates.

Subsequent Events: Management has evaluated subsequent events spanning the period from June 30, 2011 through November 22, 2011, the latter representing the issuance date of these financial statements.

2. Related Party Transactions:

The Organization is related to another entity, Council of Juvenile Correctional Administrators, Inc. (CJCA), through common board members and management. The President of the PbS Board is also a director of CJCA. In addition, one additional PbS Board Member also served on the Board of Directors of CJCA during the years ended June 30, 2011 and 2010. Amounts paid by CJCA on behalf of PbS for the years ended June 30, 2011 and 2010, which were reimbursed by PbS during the year or were reimbursable as of the end of the year, amounted to \$663,192 and \$971,505, respectively. As of June 30, 2011 and 2010, PbS had accounts payable to CJCA in the amounts of \$3,746 and \$92,094, respectively. The expenses are reported based upon their natural classifications within the statements of activities.

During the year ended June 30, 2011, certain CJCA employees were formally transferred to PbS and are now employees of PbS. As a result of the transfer, accumulated benefits, including compensation and vacation became the liability of PbS. CJCA reimbursed

PbS for this transfer of liability subsequent to year end. As of June 30, 2011, PbS had amounts receivable from CJCA of \$77,357, representing the accrued compensation, vacation, and other associated fringe benefits associated with this employee transfer.

In addition, during the years ended June 30, 2011 and 2010, there were three members of the Board of Directors employed by member organizations to which PbS provided services. In the aggregate, PbS recognized membership dues revenue from these three member organizations of approximately \$229,058 and \$113,650 during the years ended June 30, 2011 and 2010, respectively.

3. Investments:

As of June 30, 2011 and 2010, the Organization invests cash in excess of daily requirements in short-term and long-term investments consisting of a money market account and fixed income securities, which have been measured using quoted market prices in active markets, a Level 1 observable input. As of June 30, 2011 and 2010, investments consist of the following:

	2011	
	Cost	Fair Value
Government Bonds	\$ 342,790	\$ 341,033
Money Market Funds	73,715	73,715
	<u>\$ 416,505</u>	<u>\$ 414,748</u>
	2010	
	Cost	Fair Value
Money Market Funds	\$ 248,043	\$ 248,043
Government Bonds	104,198	103,228
Corporate Bonds	30,554	30,727
	<u>\$ 382,795</u>	<u>\$ 381,998</u>

Investments are carried at fair value. Unrealized losses on investments, reflected in the statements of activities, amounted to \$960 and \$1,413 during the years ended June 30, 2011 and 2010, respectively. Realized losses on investments amounted to \$2,753 during the year ended June 30, 2011.

4. Property and Equipment:

Property and equipment as of June 30, 2011 and 2010 consists of the following:

	2011	2010
Computer Equipment	\$ 5,248	\$ 5,248
Less: Accumulated Depreciation	2,740	991
	<u>\$ 2,508</u>	<u>\$ 4,257</u>

Depreciation expense for the years ended June 30, 2011 and 2010 amounted to \$1,749 and \$991, respectively. Depreciation expense of \$2,023 was charged to PbS from a related party for each of the years ended June 30, 2011 and 2010, which was attributable to their leasehold improvements.

5. Software Development Costs:

Capitalized software development costs as of June 30, 2011 and 2010 consists of the following:

	2011	2010
Software Development Costs	\$ 715,349	\$ 582,509
Accumulated Amortization	224,518	94,166
	<u>\$ 490,831</u>	<u>\$ 488,343</u>

Amortization expense amounted to \$130,352 and \$68,317 during the years ended June 30, 2011 and 2010, respectively.

6. Functional Expenses:

Expenses for the years ended June 30, 2011 and 2010 are comprised of the following functional classifications:

	2011	2010
Program Services	\$ 1,207,582	\$ 1,189,752
Management and General	209,511	284,846
	<u>\$ 1,417,093</u>	<u>\$ 1,474,598</u>

7. Indemnifications:

The Organization is a party to a number of agreements entered into in the ordinary course of business which contain typical provisions that obligate the Organization to indemnify the other parties to such agreements upon the occurrence of certain events. Such indemnification obligations are usually in effect from the date of execution of the applicable agreement for a period equal to the applicable statute of limitations. The aggregate maximum potential future liability of the Organization under such indemnification provisions is uncertain. Since inception, the Organization has not incurred any expenses as a result of such indemnification provisions. The Organization has not recorded any liability related to such indemnification provisions as of June 30, 2011 and 2010.

EXHIBIT A
To the Articles of Incorporation of
PbS Learning Institute, Inc.

The purpose of the PbS Learning Institute, Inc. ("Learning Institute") is to develop, promote, support, assess and monitor the implementation of the Performance-based Standards (PbS) system of continuous improvement developed by the Council of Juvenile Correctional Administrators (CJCA). The PbS system provides juvenile justice facilities and agencies with a blueprint to improve conditions of confinement and the delivery of services to delinquent youths. The Learning Institute also will serve as the forum for enhancing integration and understanding of PbS nationwide, expanding PbS participants and such other activities as may be necessary or appropriate to improve the effectiveness of juvenile justice facilities, programs and agencies.

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KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
 Division for Children, Youth and Families

Agency Name: PbS Learning Institute, Inc.

Name of Bureau/Section: _____

BUDGET PERIOD:		SFY14-15	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
David Crowley PbS Coach	\$130,000	7.00%	\$9,000.00
Kim Godfrey Executive Director	\$160,000	0.00%	\$0.00
Ned Loughran President	\$190,000	0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$9,000.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

DAVID B. CROWLEY

Professional Objective:

Challenging role with related coaching, decision-making and learning opportunities with the goal of helping to reduce violence among youth, improving the care of and enhancing associated services for juvenile offenders. This can best be accomplished by utilizing personal skills and competencies in a team of similarly committed and/or experienced people by enabling, encouraging and influencing staff and stakeholders involved in juvenile corrections.

Capsule History:

- Directed state department initiative on performance-based standards, policy, and quality management.
- Coordinated departmental strategic planning efforts.
- Directed departmental research, grants management, communication, policy and training bureaus.
- Provided direction and oversight for all departmental facilities and residential settings.
- Maintained responsibility for over \$50 million departmental budget.
- Consulted and assisted police departments and juvenile correctional organizations.
- Achieved Master Trainer level and conducted training for all correctional levels.
- Completed and managed sensitive departmental investigations.
- Supervised and directed multi-service residential centers.
- Spearheaded coordination among community groups, state and local officials for program development.
- Developed and negotiated contracts.
- Participated in labor-management settlements.
- Directed Federal Court Consent Decree compliance as facility Superintendent.
- Served as State Juvenile Parole Officer and Caseworker.
- Worked in maximum-security state prison.
- Taught Criminal Justice and Juvenile Justice related courses at Cambridge College

Experience:

Assistant Commissioner, Massachusetts Department of Youth Services, (1991-March 2002). Directed Bureau of Facility Operations including oversight and management for \$50 million annual budget with over thirty (30) residential programs for the detention and treatment of the most violent and dangerous youthful offenders. Directed Organizational Development Unit consisting of policy and standards, grants management, communication, strategic planning, quality management, training and research bureaus Investigative authority; Executive Staff; Direct report to Commissioner; Master Trainer.

Consultant/Teaching

- (1996-Present) – Consultant/Coach for the Council of Juvenile Correctional Administrators and PbS Learning Institute (1996- Present). Data Assessment and Analysis, Strategic and Improvement Planning, Training, Coaching, Management Facilitation, Reporting, Advisement for juvenile correctional agencies, state and county facilities. Under the auspices of the Office for Juvenile Justice Delinquency and Prevention (OJJDP).
- (2003-Present) – Senior Professor at Cambridge College: Crime and Criminal Justice; Introduction to Juvenile Justice; Juvenile Justice Internship, Strategic Planning, Grant Development courses. Supporting a conducive, eclectic environment to mature students; Encouraging openmindedness toward a learning environment; Developing presentation (communication) and leadership skills; Demonstrating Strategic Planning concept and related methodology; Promoting enhanced understanding for causal factors leading to delinquency and crime; Advocating for compassion and patience for juvenile offenders and their families; and Discussing modalities for caring for and mainstreaming juvenile offenders back into the community with better survival and law abiding skills; Writing grants for related work.
- South Carolina Department of Juvenile Justice (2003-2005)
- Alabama Department of Youth Services: Strategic Planning, Facilities Improvement (2003)
- Completed Federal Resource Guide – **Performance-Based Standards as a Management Tool**
Juvenile Corrections: Learning to Improve (2001)
- ♦ Connecticut County Detention Facilities (2000).
- Security/Safety Review, Browns School, Puerto Rico (1999).
- Lowell Police Department (1996).

- Boston Police Department (1987-1992)
- Woburn Police Department (2006)

Area Facility Administrator, Massachusetts Department of Youth Services, (1981-1991). Responsible for residential operations in state geographic area (Boston, Southeast and Northeast). Included facility supervision and monitoring; program citing; community liaison work; departmental level decision making; planning; policy development and budget preparation. Contract negotiations. Labor-management relations. Federal Court Consent Decree compliance. Coordination with regulatory state agencies and local officials. Report to Assistant Commissioner.

Superintendent, Judge John J. Connelly Youth Center (1979-1981). Managed operations of multi-service residential youth center. Directed administrative management team. Ensured Federal Court Consent Decree compliance. Planned and prepared budget. Included facility programming, staff training, personal policy, procedure development and internal investigations.

Director, I-3 Danvers Secure Detention Unit, Department of Youth Services, (1976-1979). Opened and managed detention facility including budgeting, personnel, training, policy and investigations.

Casework Supervisor, (1973- 1976). Directed aftercare services for area. Supervised Casework Managers, Social Workers as well as managed caseload of most notorious juvenile offenders. Provided individual, group, family and crisis counseling. Maintained liaison with courts, police and community agencies.

Community Representative, (1970-1973). Managed delinquency prevention efforts within state district. Provided technical assistance to community storefront and community youth centers. Monitored state funding. Inspected juvenile police detention facilities.

Director of Volunteer Services, (1970) Coordinated departmental facility volunteer programs.

Juvenile Parole Agent, (1969-1970). Supervised youths and families in aftercare settings.

Correctional Officer/Social Worker, (1967-1969). Massachusetts Department of Correction, MCI-Concord. Interviewed and classified new inmates. Managed/supervised caseload of convicted adult felons. Provided crisis intervention, group and individual counseling. Investigated family, employment and social backgrounds. Provided necessary security and control measures.

Education:

Northeastern University, M.Ed. (Rehabilitation Counseling), BA (Correctional Practices).
University of New Hampshire

Military: US Army

Personal:

- Married with three children.
- Task oriented, high achieve
- College Professor
- Extensive sports participant background and coach.
- Avid reader and hiker
- Sigma Rho Epsilon Honor Society member, NU.
- American Correctional Association member.
- Correctional Association of Massachusetts member.

Specialized Skills/Competencies:

- ❖ Strategic Planning
- ❖ Organizational Analysis
- ❖ Team Building and Facilitation
- ❖ Training and Coaching
- ❖ Project Management
- ❖ Communication and Presentation
- ❖ Leadership
- ❖ Change Management

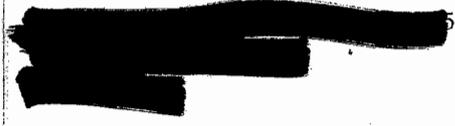
PbS Learning Institute Executive Board Officers & Directors Listing

<u>Officers:</u>	<u>Name:</u>	<u>Contact Information:</u>
<i>President</i>	Edward J. Loughran	[REDACTED]
<i>Vice President</i>	Mike Dempsey	Indiana Division of Youth Services 302 W Washington Stree IGCS Rm E334 Indianapolis, Indiana 46204-2278 Tel: 317-233-2286; Fax: 765-778-5211 mdempsey@idoc.in.gov
<i>Treasurer</i>	Robert Pidgeon	Community Solutions, Inc. 4 Griffin Road North Windsor, CT 06095 bpidgeon@csimail.org 860-527-0101
<i>Clerk</i>	Tonya Wright-Cook	South Dakota Star Academy 12279 Brady Drive Custer, SD 57730 605-673-2521 x 193 Tonya.cook@state.sd.us
<u>Directors:</u>	<u>Name:</u>	<u>Contact Information:</u>
	Kimbla Newsom	Texas Juvenile Justice Department 4900 N. Lamar Blvd. Austin, TX 78765 512-424-6139 kimbla.newsom@tjjd.texas.gov
	Simon Gonsoulin	American Institutes for Research 1000 Thomas Jefferson Street, Washington, DC 20007 SGonsoulin@air.org 202.403. 5653
	Bartlett Stoodley	Department of Corrections State House Station #111

PbS Learning Institute

Augusta, ME 04333
Bartlet.h.stoodley@maine.gov
207-287-4365

Kelly Caralis, Esq.

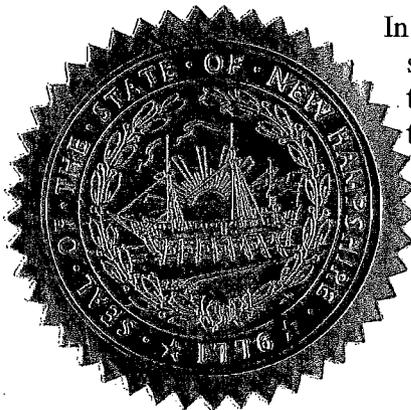


<u>Staff:</u>	<u>Name:</u>	<u>Contact Information:</u>
Executive Director	Kim Godfrey	CJCA 170 Forbes Road, Suite 106 Braintree, MA 02184 781-843-2663 Kim.godfrey@cjca.net

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 PbS Learning Institute, Inc., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on May 20, 2013. 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 22nd day of May, A.D. 2013

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

William M. Gardner
Secretary of State

State of New Hampshire Department of State

CERTIFICATE OF REGISTRATION OF
PBS LEARNING INSTITUTE, INC.
A FOREIGN NONPROFIT CORPORATION

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of PBS LEARNING INSTITUTE, INC. for a Certificate of Registration to transact business in this State, duly signed pursuant to the provisions of Voluntary Corporations and of the New Hampshire Business Corporation Act, has been received in this office.

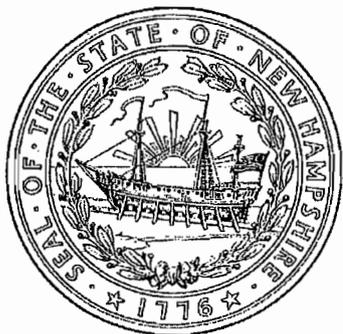
ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Registration to PBS LEARNING INSTITUTE, INC. to transact business in this State under the name of PBS LEARNING INSTITUTE, INC. and attaches hereto a copy of the Application for such Certificate.

Business ID#: 692007

IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May, 2013 A.D.



William M. Gardner
Secretary of State





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2013

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

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

PRODUCER Sallop Insurance Agency, Inc. 25 New Chardon Street Boston MA 02114-4721	CONTACT NAME: Christine Mizzi
	PHONE (A/C, No, Ext): (617) 488-6600 FAX (A/C, No): (617) 488-6601
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Insurance Co.	
INSURER B: Hartford Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1322502847 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK971844	2/10/2013	2/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS		PHPK971844	2/10/2013	2/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>					
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTIONS 10,000		PHUB409506	2/10/2013	2/10/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	OCCUR CLAIMS-MADE					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	08WECIV1499	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Professional Liability Retro-Date: 6/2/2008 Claims-Made					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Coverage Only

CERTIFICATE HOLDER DHHS: State of New Hampshire Director Division for Children, Youth & F 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE K Cataldo/KCATAL <i>Kristen Cataldo</i>