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Virginia M. Barry, Ph.D.  
Commissioner of Education  
Tel. 603-271-3144

Paul Leather  
Deputy Commissioner of Education  
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1953  
Citizens Services Line 1-800-339-9900

March 15, 2013

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

*Sole Source  
100% Federal Funds*

Requested Action

Authorize the New Hampshire Department of Education to enter into a sole source contract with Q.E.D. Foundation, Amherst, NH (Vendor Code 230698) to provide Extended Learning Opportunities (ELO) training and technical assistance to SPDG Regional Intermediary trainers and LEA teams in each region under the State Personnel Development Grant (SPDG), upon Governor and Council approval for the period effective May 1, 2013 through June 30, 2014 in an amount not to exceed \$70,000.00. These are 100% Federal funds.

Funding is available as with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified.

Funding for this request is available as follows:	FY2013	FY2014
06-056-56-5625210-41070000-046- 500464	\$20,000.00	\$50,000.00

Authorize the Department of Education to exercise a renewal option on this contract for up to three additional fiscal years, pending legislative approval of the next two (2) successive biennial budgets, in accordance with the grant award, subject to contractor's acceptable performance of the terms therein, and subject of Governor and Council approval.

Explanation

The New Hampshire Department of Education received a \$3.85 million (\$770,000.00 per year for 5 years) State Personnel Development Grant from the U.S. Department of Education, Office of Special Education Programs. The SPDG proposal is targeted to increase the number of students with disabilities graduating from high school who are college and career ready, through the implementation of evidence based transition

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And the Honorable Council  
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practices. Our ambitious proposal targets four strategies to achieve this goal: (1) increasing student competency through increased use of Extended Learning Opportunities (ELOs), (2) enhanced transition planning and increased transition planning opportunities/practices, (3) greater family – school engagement, and (4) sustaining practices through our state Institutes of Higher Education (IHEs), regional education intermediaries, a transition Community of Practice, and the use of technology. These strategies are aimed at school districts, parents, regional professional development intermediaries, Vocational Rehabilitation, IHEs, and other community members.

The Office of Special Education Programs requires a comprehensive evaluation detailed within the grant that measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives. The Evaluation assesses the degree to which the NH SPDG meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections.

New Hampshire was awarded this grant with the provision that the partners identified in our proposal would be funded to assist the Department of Education to meet the goals and objectives of the grant. These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services. The OSEP required partners and their services as detailed in the grant include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED Foundation. Therefore, no competitive bid process was established.

QED Foundation is non-profit organization providing training, coaching and strategic consulting in the re-engagement of disengaged learners, effective design of engaging learning, youth voice, assessment for and of learning, equity, data collection and analysis, and math literacy coaching. QED Foundation developed and provided ELO training to LEAs under a previous Supporting Student Success through ELOs Initiative through the Department of Education with support of the Nellie Mae Education Foundation (2008-2010). Therefore, QED Foundation Center, as a SPDG partner will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

- Partner with Leadership Team (LT) in reviewing existing ELO professional development offerings in relation to implementing in high schools.
- Partner with LT in developing ELO professional development resources.
- Develop ELO training for LEAs, regional professional development (PD) trainers/coaches and management team.

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And the Honorable Council  
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- Provide ELO training for LEAs, regional PD trainers/coaches, Parent Training and Information Center, Institutions of Higher Education, and NH Vocational Rehabilitation staff.
- Support regional LEA transition Liaison and ELO coaches.
- Support LT and regional coaches in the annual ELO training.
- Assist in the development of fidelity instruments on ELO training, implementation and sustaining the work.
- Assist in the PD provided to LEA and school administrators on how to support the use of ELOs.

The grant was awarded to the New Hampshire Department of Education for five years. Therefore, we are including an option for renewal for three additional fiscal years to cover this grant commitment to accomplish the approved goals, objectives and activities.

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

Respectfully submitted,



Virginia M. Barry, Ph.D.  
Commissioner of Education

VMB/alj

Attachments

Subject: NH SPDG Provide ELO Training and TA Regional Intermediaries

FORM NUMBER P-37 ( version 1/09)

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 Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Q.E.D. Foundation		1.4 Contractor Address 105 State Route 101A, Unit 1, Amherst, NH 03031	
1.5 Contractor Phone Number (603) 589-9517	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation 70,000.00
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator, Special Education		1.10 State Agency Telephone Number (603) 271-6693	
1.11 Contractor Signature <i>Kim Carter</i>		1.12 Name and Title of Contractor Signatory <i>Kim Carter, Executive Director</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/13/13</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 <i>Kenneth A. Neil</i> [Seal]		KENNETH A. NEIL, Notary Public My Commission Expires March 4, 2014	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Kenneth A. Neil</i>		KENNETH A. NEIL, Notary Public My Commission Expires March 4, 2014	
1.14 State Agency Signature <i>Virginia M. Barry</i>		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner of Education	
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: <i>[Signature]</i> On: <u>4/1/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**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

Contractor Initials KC  
Date 2/13/13

## EXHIBIT A

### Scope of Services

QED Foundation, Inc. will provide Extended Learning Opportunity (ELO) training and technical assistance to SPDG Regional Intermediaries and LEA teams of the NH State Personnel Development Grant (SPDG) to accomplish the grant goals, objectives activities and outcomes over the course of the 5-year grant period.

The contractor will:

- Partner with Leadership Team (LT) in reviewing existing ELO professional development offerings in relation to implementing in high schools.
- Partner with LT in developing ELO professional development resources.
- Develop ELO training for LEAs, regional professional development (PD) trainers/coaches and management team.
- Provide ELO training for LEAs, regional PD trainers/coaches, Parent Training and Information Center, Institutions of Higher Education, and NH Vocational Rehabilitation staff.
- Support regional LEA transition Liaison and ELO coaches.
- Support LT and regional coaches in the annual ELO training.
- Assist in the development of fidelity instruments on ELO training, implementation and sustaining the work.
- Assist in the PD provided to LEA and school administrators on how to support the use of ELOs.

Initials: *KC*  
Date: 2/13/13

EXHIBIT B

Estimated Budget

Budget (through June 30, 2014)

Account Number: 06-56-56-562510-41070000-046-500464

	<u>FY2013</u>	<u>FY2014</u>
<u>Personnel</u>		
Personnel		
<u>16 days for FY 13</u>	\$20,000.00	
ELO Consultant 10 days @ \$1,100 per day		
ELO Oversight Consultant 6 days @\$1,500 per day		
<u>38 days for FY14</u>		\$50,000.00
ELO Consultant 17.75 days @ \$1,100 per day		
ELO Oversight Consultant 20.25 days @\$1,500 per day		

**Limitation of Price:** This contract will not exceed \$70,000.00

Method of Payment

Payment will be made upon receipt of monthly invoices as described above, which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise, correct and acceptable, payment will be made for 100% of the expenditures. Line items in this budget may be adjusted, one to the other, within +/- 10% of the indicated amount but in no case can the total budget exceed the price limitation. Invoices with summary of activities will be submitted to:

Mary Steady, SPDG Director  
Department of Education  
Bureau of Special Education  
SPDG  
101 Pleasant Street  
Concord, NH 03301

Initials: KC  
Date: 2/13/13

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EXHIBIT C

Special Provisions

none

Initials: *KC*  
Date: *9/13/13*

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### Principal Staff and Salaries

	FY2013	FY2014
ELO Consultant, Elizabeth Cardine	10 days @ \$1,100 per day = 11,000.00	17.75 days @ \$1,100 per day = 19,525.00
ELO Oversight/Consultant, Kim Carter	6 days @ \$1500 per day = \$9,000.00	20.25 days @ \$1,500 per day = \$30,375.00

**Certificate of Authority**

I, Stephen W. Coughlan, Chairman of QED Foundation, Inc. do hereby certify that :

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following are true and complete copies of the resolutions adopted by the board of directors of the corporation at a meeting of that board on February 12, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

**Resolved: That this organization enter into a contract with the State of New Hampshire, acting through its Department of Education, for the purpose of providing training and technical services to SPDG Regional Intermediaries and LEA teams of the NH State Personnel Development Grant (SPDG). These services are to be provided through June, 2014.**

**Resolved: That the Executive Director, Kim Carter, is hereby authorized on behalf of this organization to enter into the said contract with the State.**

- (4) The foregoing resolutions are in full force and effect, unamended, as of the date hereof; and
- (5) The following person(s) lawfully occupy the office(s) indicated below:

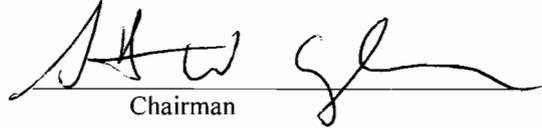
Stephen W. Coughlan, Chairman

Wendy Brannen, Secretary

Daniel Baron, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Corporation this 13th day of February 2013.

(Corporate Seal if any)

  
Chairman

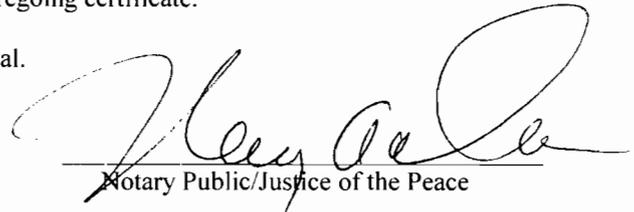
**(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)**

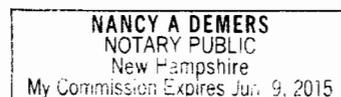
STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

On Feb 13, 20/ 3, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Chairman of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

  
Notary Public/Justice of the Peace



# 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 Q.E.D. Foundation, Inc is a New Hampshire nonprofit corporation formed August 16, 2007. 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 25<sup>th</sup> day of January A.D. 2013

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

William M. Gardner  
Secretary of State



QED Foundation, Inc.  
*Choices for Learning; Choices for Life*  
105 State Route 101A, Unit 1A  
Amherst, NH 03031  
phone: (603) 672-2111

**Board of Directors**

All serve without compensation

Stephen Coughlan, Chair  
Independent consultant  
603-493-6778  
scoughlan@QEDfoundation.org

Daniel Baron, Treasurer  
The Project School  
812-322-3384  
dhbaron@me.com

Wendy Brannen, Secretary  
Independent consultant  
917-921-2554  
windchimer357@aol.com

Susan Dreyer-Leon  
Antioch University New England  
603-283-2315  
sdreyerleon@antioch.edu

Joseph DiMartino  
Center for Secondary School Redesign  
joedimartino@cssr.us  
401-486-8429

Kathy Dunne  
West Ed  
kdunne@wested.org



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/15/2013

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).

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Pat Mack <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> pat@esinsurance.com	<b>FAX (A/C, No):</b> (603) 293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> QED Foundation Inc  105 State Route 101A, Unit 1A Amherst NH 03031-2245	<b>INSURER A:</b> Philadelphia Insurance Co	
	<b>INSURER B:</b> First Comp	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 2012 Cert                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<b>GENERAL LIABILITY</b>			PHSD775494	10/28/2012	10/28/2013	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC									GENERAL AGGREGATE \$ 2,000,000
										PRODUCTS - COMP/OP AGG \$ 1,000,000
										\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$			
							\$			
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$			
	<b>EXCESS LIAB</b>						AGGREGATE \$			
	DED	RETENTION \$					\$			
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC0098968-04	10/8/2012	10/8/2013	WC STATUTORY LIMITS OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 100,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000			
							E.L. DISEASE - POLICY LIMIT \$ 500,000			

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

### CERTIFICATE HOLDER

### CANCELLATION

Amy.Jenks@doe.nh.gov  State of NH Dept of Education Attn: Amy Jenks, Dept of Special Ed 101 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Pat Mack/PAT <i>Pat Mack</i>
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# Q.E.D. Foundation

2012 Financial Review  
Through December 31, 2012

QED Balance Sheet as of December 31, 2012

Assets	Q1	Q2	Q3	Q4
	Mar 31, 2012	Jun 30, 2012	Sep 30, 2012	Dec 31, 2012
Cash	\$ 197,560	\$ 489,076	\$ 393,440	\$ 231,441
Accounts receivable				
Other current assets	16,348	17,087	(2,693)	93,176
<b>Total current assets</b>	<b>\$ 213,908</b>	<b>\$ 506,163</b>	<b>\$ 402,477</b>	<b>\$ 324,617</b>
Depreciable assets				
Accumulated depreciation				
Leasehold improvements	(1,592)	(1,592)	(1,592)	(1,592)
<b>Net property, plant, and equipment</b>	<b>\$ 4,182</b>	<b>\$ 8,128</b>	<b>\$ 8,128</b>	<b>\$ 8,128</b>
Other assets				
<b>Total assets</b>	<b>\$ 218,090</b>	<b>\$ 527,290</b>	<b>\$ 410,605</b>	<b>\$ 334,422</b>
<b>Liabilities and equity</b>				
Accounts payable				
Accrued liabilities	4,074	5,632	5,594	4,074
Other current liabilities	4,193	5,107	8,943	4,747
<b>Total current liabilities</b>	<b>\$ 8,267</b>	<b>\$ 10,739</b>	<b>\$ 14,517</b>	<b>\$ 8,821</b>
Long-term debt				
Notes payable				
Other long-term liabilities				
<b>Total long-term liabilities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total liabilities</b>	<b>\$ 8,267</b>	<b>\$ 10,739</b>	<b>\$ 14,517</b>	<b>\$ 8,821</b>
Common stock				
Retained earnings	106,955	106,955	106,955	106,955
Cumulative net income	102,868	409,596	288,533	218,260
<b>Net equity</b>	<b>\$ 209,824</b>	<b>\$ 516,601</b>	<b>\$ 395,488</b>	<b>\$ 324,601</b>
<b>Total liabilities and equity</b>	<b>\$ 218,090</b>	<b>\$ 527,290</b>	<b>\$ 410,605</b>	<b>\$ 334,422</b>

December 31, 2012	Q1 2012		Q2 2012		Q3 2012		Q4 2012		2012	
	1/1/12 - 3/31/12	4/1/12 - 6/30/12	7/1/12 - 9/30/12	10/1/12 - 12/31/12	Total					
<b>Revenues</b>										
Fee for Service	39,004	75,199	35,875	46,133	196,211					
Grants	156,000	426,997	-	25,000	607,997					
Miscellaneous Receipts	1,707	2,134	253	59,081	63,175					
<b>Gross margin</b>	<b>\$ 196,711</b>	<b>\$ 504,330</b>	<b>\$ 36,128</b>	<b>\$ 130,214</b>	<b>\$ 867,383</b>					
Margin contribution %	100%	100%	100%	100%	100%					100%
<b>Expenses</b>										
Compensation Expense	\$ 42,673	\$ 59,507	\$ 120,985	\$ 84,277	\$ 307,442					
Payroll Tax Expense	3,928	4,735	6,661	2,722	18,047					
Benefits Expense	1,169	1,730	1,560	3,598	8,056					
Professional Fees	29,328	73,225	6,675	4,620	113,848					
Grants to Program	-	16,795	38,230	(35,460)	19,565					
Donations	50	-	-	-	50					
Office Expense	7,983	8,326	5,411	8,375	30,094					
Technology Expense	395	23,264	57,735	36,319	117,713					
Marketing & Promotion		2,400		2,339	4,739					
Meetings & Training Expense	1,216	2,814	1,043	997	6,069					
Travel Expense	7,083	4,730	5,598	3,048	20,458					
Miscellaneous Expense	19	78	254	32	383					
<b>Total expenses</b>	<b>\$ 93,843</b>	<b>\$ 197,602</b>	<b>\$ 244,151</b>	<b>\$ 110,865</b>	<b>\$ 646,462</b>					
<b>Total income</b>	<b>\$ 102,868</b>	<b>\$ 306,728</b>	<b>\$ (208,024)</b>	<b>\$ 19,349</b>	<b>\$ 220,921</b>					
Taxes	0	0	0	0	0					
<b>Net Income</b>	<b>\$ 102,868</b>	<b>\$ 306,728</b>	<b>\$ (208,024)</b>	<b>\$ 19,349</b>	<b>\$ 220,921</b>					

## 2012 Operating Budget Review

as of December, 2012

Revenues	Budget	YTD 31Dec	Variance
Fee for Service	\$ 199,176	\$ 196,211	\$ (2,966)
Grant	660,000	607,997	(52,003)
Other Income	12,000	63,175	51,175
<b>Total Revenues</b>	<b>\$ 871,176</b>	<b>\$ 867,383</b>	<b>\$ (3,793)</b>
<b>Expenses</b>			
Salaries & Payroll Tax Expense	\$ 560,712	\$ 397,727	(162,985)
Benefits (such as health care, training, 401(k))	65,000	8,056	(56,944)
Depreciation	-	-	-
Rent & Utilities	7,363	10,206	2,844
Insurance	1,800	3,170	1,370
Professional services (not including subcontractors)	42,860	154,839	111,979
Grants To Program/Donations	-	19,565	19,565
Dues and subscriptions	1,800	1,983	183
Bank charges	100	1	(99)
Telephone/Internet	1,600	8,261	6,661
Recruiting	-	-	-
Postage	300	619	319
Meetings & Training	3,000	6,925	3,925
Nonbillable travel and entertainment	14,000	22,130	8,130
Office Supplies	600	13,520	12,920
Copy/Printing Expenses	3,250	2,120	(1,130)
<b>Total Expenses</b>	<b>\$ 702,385</b>	<b>\$ 649,123</b>	<b>\$ (53,262)</b>
<b>Net Operating Income</b>	<b>\$ 168,792</b>	<b>\$ 218,260</b>	<b>\$ 49,468</b>