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

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

Nicholas A. Toumpas  
Commissioner

Mary Ann Cooney  
Associate Commissioner

October 15, 2014

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

*Sole Source*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families to amend an existing **sole source** agreement with Antioch University New England, (Vendor #177687 B004), 40 Avon Street, Keene, NH 03431-3516, by adjusting certain budget line items for State Fiscal Year 2015 in order to meet specified needs. The Governor and Executive Council approved the original agreement on July 10, 2013, (Item #38) and a subsequent amendment on May 8, 2014 (item #37). This is a zero cost amendment with no change to the contract end date of June 30, 2015. *100% Federal*

Funds are available in the following account in the State Fiscal Year 2015 budget with the authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

**05-95-42-421010-1238 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, STAY GRANT**

State Fiscal Year	Class/Object	Title	Activity Code	Budget
2015	102-500731	Contracts for Program Services	42103802	\$172,695
			<b>Total:</b>	<b>\$172,695</b>

**EXPLANATION**

The purpose of this **sole source** amendment is to allow the vendor to adjust certain budget lines in order to meet contractual needs; update the language in Exhibit C-1 to reflect the current insurance coverage; and to update the standard contract language in Exhibit C and Exhibit G. Antioch University has adjusted program operations in order to meet contract requirements. The change has resulted in a request from the vendor to adjust the budget line items of Total Salary/Wages and Subcontracts/Agreements. The Department supports the requested adjustments.

There are no additional funds being requested in this amendment. Other than the amended insurance language in Exhibit C-1, updating the contract standard language in Exhibit C and Exhibit G and the budget line adjustments outlined above, all other terms and conditions remain unchanged

from the original agreement approved by the Governor and Executive Council on July 10, 2013, (Item #38) and the amendment approved by Governor and Executive Council on May 8, 2014 (item #37).

The original request was sole source because the Substance Abuse and Mental Health Services Administration required states applying for the System of Care Expansion Implementation grant to identify a specific participating organization in their grant submissions. Antioch University New England was uniquely qualified to conduct the required evaluation of this project because faculty at Antioch's Center for Research on Psychological Practice possess a comprehensive understanding of the Systems of Care and Wraparound models with experience in conducting large-scale evaluations of community-based projects. After a thorough review, Substance Abuse and Mental Health Services Administration awarded the State of New Hampshire a System of Care Implementation Grant based largely on the qualifications of this organization.

This grant, known in New Hampshire as FAST Forward, is being used to develop a sustainable system of care infrastructure for children and youth with serious emotional, behavioral and/or mental challenges and their families. The infrastructure development will expand the array of supports for children and youth who are involved with two or more systems, and are at risk for out of home placement.

Project evaluation services for the System of Care Grant are necessary to measure project activities that have been designed to improve a sustainable system of care infrastructure and services. The extension will allow the vendor to complete any required analysis to provide all data required at the national evaluation in accordance with Substance Abuse and Mental Health Services Administration and a utilization-focused evaluation for the State of New Hampshire.

Should Governor and Council not authorize this request; the momentum to transform our children's mental health service delivery system will be significantly impaired. The progress and collaborative work to date of the public systems, family organizations and community providers will likely dissipate and the opportunity to improve outcomes for New Hampshire's children and youth, and their families will be lost.

Area Served: Statewide.

Source of Funds: 100% Federal

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

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved By:   
Nicholas A. Toumpas  
Commissioner



**Amendment #2 to the Antioch University of New England.  
Contract for Project Evaluation Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Project Evaluation Services Contract**

This second Amendment to the Project Evaluation Services contract (hereinafter referred to as "Amendment #2") dated this 19th day of September, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Antioch University d/b/a Antioch University New England (hereinafter referred to as "the Contractor"), an Ohio nonprofit corporation with a place of business at 40 Avon Street, Keene, NH 03431-3516.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013 (Item #38), and Amendment #1 approved by the Governor and Executive Council on May 8, 2014 (Item #37), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the Exhibit B, Section 8, the Contractor may amend the contract budget through line item increases, decreases or the creation of a new line item provided the amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State. Notwithstanding paragraph 18 of the P-37, any amendment limited to the terms of this paragraph does not require additional approval from the Governor and Executive Council; and

WHEREAS the State and the Contractor have agreed to amend budget line items with no changes to the price limitation;

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

To amend as follows:

1. Remove Exhibit Budget Period: 1 July 2014 through 30 June 2015 and replace with Amendment #2 – Exhibit B-2.
2. Remove Exhibit Budget Narrative FY 14 and replace with Amendment #2-Budget Narrative FY 15.
3. Remove Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.
4. Remove Standard Exhibit C-1, Additional Special Provisions, and replace with Exhibit C-1 – Revisions to Standard Provisions
5. Remove Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



**Amendment #2 to the Antioch University of New England.  
Contract for Project Evaluation Services**

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

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

State of New Hampshire  
Department of Health and Human Services

11/3/14  
Date

Mary Ann Cooney  
Mary Ann Cooney  
Associate Commissioner

10.13/2014  
Date

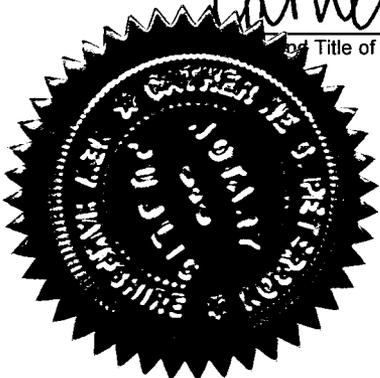
Antioch University d/b/a Antioch University New England  
Robert H. Johnson CEO  
Name/Title  
Antioch University

Acknowledgement  
State of NH, County of Cheshire on 10.13.14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Catherine G. Peterson  
Title of Notary or Justice of the Peace

CATHERINE G. PETERSON  
NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE  
My commission expires Oct. 26, 2016





**Amendment #2 to the Antioch University of New England.  
Contract for Project Evaluation Services**

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

OFFICE OF THE ATTORNEY GENERAL

11/10/14  
Date

Megan A. Yocum  
Name: Megan A. Yocum  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

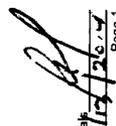
New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Antioch University New England  
Budget Request for: DCYF SAMSHA Fast Forward  
(Name of RFP)

Budget Period: 1 July 2014 through 30 June 2015

Line Item	Total Program Cost		Contracts Share / Match		Funded by DHSB Contractors		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 88,203.00	\$ 22,932.78	\$ -	\$ -	\$ 88,203.00	\$ 22,932.78	\$ 111,135.78
2. Employee Benefits	\$ 28,856.00	\$ 7,502.56	\$ -	\$ -	\$ 28,856.00	\$ 7,502.56	\$ 36,358.56
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 4,000.00	\$ 1,040.00	\$ -	\$ -	\$ 4,000.00	\$ 1,040.00	\$ 5,040.00
6. Travel	\$ 7,500.00	\$ 1,950.00	\$ -	\$ -	\$ 7,500.00	\$ 1,950.00	\$ 9,450.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 5,000.00	\$ 1,300.00	\$ -	\$ -	\$ 5,000.00	\$ 1,300.00	\$ 6,300.00
13. Other (specific details mandatory)	\$ 3,500.00	\$ 910.00	\$ -	\$ -	\$ 3,500.00	\$ 910.00	\$ 4,410.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 137,059.00	\$ 35,635.34	\$ -	\$ -	\$ 137,059.00	\$ 35,635.34	\$ 172,694.34

Indirect As A Percent of Direct 26.0%

Contractor Initials:   
Date: 12/19/12 6:4  
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Amendment #2 – Budget Narrative FY 15

**Antioch University New England**

DCYF SAMSHA FAST Forward

Budget Narrative FY 15

**Salaries, Wages and Benefits** **\$117,059**

Salary for Project Directors Fauth and Tremblay, for a part-time Project Manager, and for graduate research assistants are budgeted as a percentage of institutional base salary. Benefits are standard benefits for all Antioch University employees (graduate research assistants do not receive benefits).

**Supplies** **\$4000.**

Purchase of wraparound fidelity measures and other tools as necessary to support the project evaluation.

**Travel** **\$7500.**

Significant travel to Concord and throughout the state is anticipated to participate in initial face-to-face planning and implementation meetings, as well as to conduct readiness interviews. Up to 20 round trips between Keene NH and Concord, and other locations, are budgeted at \$0.555 per mile.

**Participant Stipends** **\$3500.**

Stipends to youth participants and families involved in the wrap-around services who are participating in the evaluation process.

**Subcontracts Agreements** **\$5000**

**Indirect Costs** **\$35,635.**

Indirect costs are calculated at the fixed rate of 26% of direct costs .. The difference between this recovered rate and Antioch University New England's federally negotiated F&A rate of 45.8% is mutually agreed to constitute AUNE's cost share.  
Total \$172,694

Contractor Initials   
Date 10/31/2014



SPECIAL PROVISIONS

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

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

A handwritten signature in black ink, appearing to be "R. J. [unclear]".

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

Exhibit C – Special Provisions

Contractor Initials

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

  
10/15/2014



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. This contract shall commence upon Governor and Executive Council approval or May 1, 2013, whichever is later, and terminate on June 30, 2014, with the option for two (2) 1-year extensions of the term of the contract to be exercised by mutual agreement by the parties, upon acceptable performance of the Scope of Services, availability of funding, and subsequent approval by the Governor and Executive Council.

*[Handwritten Signature]*

10/13/2014



4. Replace Paragraph 15 of Exhibit C with the following:

**Prior Approval and Copyright Ownership:**

The parties agree to joint ownership of the project products and outcomes and to collaborate, insofar as possible, on presentations, publications and other efforts to disseminate the findings to the scientific community and general public. Antioch University New England Center for Research on Psychological Practice (CROPP) agrees to submit for the Department of Health and Human Services review 30 days prior to the publication of any report, or the public disclosure of any information that has been provided to the Center for Research on Psychological Practice by the Department of Health and Human Services pursuant to this agreement.

5. Paragraph 9.2 of the General Provisions of this agreement relating to data access is deleted.
6. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

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 \$1,000,000 per occurrence with additional umbrella liability insurance coverage of not less than \$10,000,000 per occurrence; and

A handwritten signature in black ink, appearing to be "R. J. [unclear]".



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

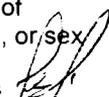
The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

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

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex,

  
12/20/14

New Hampshire Department of Health and Human Services  
Exhibit G



against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

10/13/2014  
Date

Contractor Name:

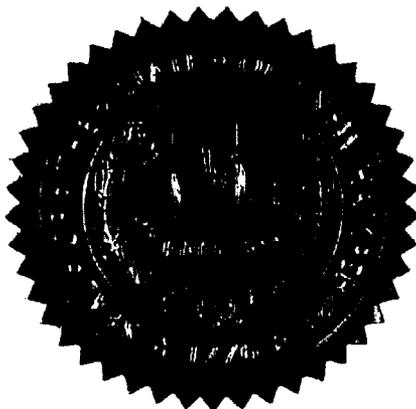
[Signature]  
Name:  
Title: CFO Antioch University

[Signature]  
Contractor Initials  
Date 10/13/2014

# 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 Antioch University New England is a New Hampshire trade name registered on May 15, 2008 and that Antioch University presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having 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 14<sup>th</sup> day of April, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Leslie Bates, do hereby certify that:

1. I am a duly elected Officer of Antioch University.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 7, 2014:

**RESOLVED:** That the Timothy Jordan

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13th \_\_\_\_\_ day of October, 2014.

4. Timothy Jordan is the duly elected Vice Chancellor & Chief Financial Officer of the Agency.



\_\_\_\_\_  
Assistant Secretary of the Corporation  
(Signature of the Elected Officer)

STATE OF Ohio

County of Greene

The forgoing instrument was acknowledged before me this 13<sup>th</sup> day of Oct, 2014.

By Leslie Bates, Assistant Secretary



\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_

**WILLIAM R. GROVES, Attorney at Law**  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 O. R. C.

**CERTIFICATE OF LIABILITY INSURANCE**

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).

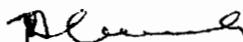
<b>PRODUCER</b> USI Midwest C/L Dayton 131 N Ludlow Suite 700 Dayton, OH 45402 937 223-8891	<b>CONTACT NAME:</b> Dora Tinch
	PHONE (A/C, No, Ext): 937-913-1354      FAX (A/C, No): E-MAIL ADDRESS: dora.tinch@usi.biz
<b>INSURED</b> Antioch University 888 Dayton Street, Suite 102 Yellow Springs, OH 45387	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : Travelers Property Casualty Ins      36161
	INSURER B : General Star Indemnity Company      37362
	INSURER C : Travelers Casualty & Surety Co.      31194
	INSURER D :
	INSURER E :

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			6301685P876TIL13	10/31/2013	10/31/2014	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000,000	
								\$	
A	AUTOMOBILE LIABILITY			8101685P876TIL13	10/31/2013	10/31/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			IUG408332D	10/31/2013	10/31/2014	EACH OCCURRENCE	\$10,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$10,000,000	
	DED	RETENTION \$10,000						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			YJUB5996N19A13	07/01/2013	07/01/2014	WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				X	E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$500,000
								E.L. DISEASE - POLICY LIMIT	\$500,000

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

<b>CERTIFICATE HOLDER</b> New Hampshire Department of Health and Human Services 129 Pleasant St. Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## **Antioch University's Mission**

Antioch University provides learner-centered education to empower students with the knowledge and skills to lead meaningful lives and to advance social, economic, and environmental justice.

## **Antioch University's Vision**

Antioch University aspires to be a leading university offering learners and communities transformative education in a global context that fosters innovation and inspires social action.

## **Antioch University New England Statement of Purpose**

Antioch University New England provides transformative education through scholarship, innovation, and community action for a just and sustainable society.

## **Antioch University New England Values**

Antioch University New England is committed to innovative academic excellence, integrating practice with theory in a collaborative learning environment that is attentive to multiple learning styles.

Antioch University New England believes in ecological stewardship and social justice, cultivating local as well as global perspectives to educate students with diverse backgrounds and opinions to become leaders of change.

Antioch University New England values community engagement: using place-based practices to foster scholarship, activism, and service learning; creating organizational integrity through shared governance.

**Antioch University**

**Financial Report  
June 30, 2013**

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## Independent Auditor's Report

Board of Governors  
Antioch University  
Yellow Springs, Ohio

### Report on the Financial Statements

We have audited the accompanying financial statements of Antioch University ("the University"), which comprise the consolidated statement of financial position as of June 30, 2013 and 2012, and the related statements of activities, and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Antioch University as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal awards, as required by the Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 30, 2013 on our consideration of Antioch University's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Antioch University's internal control over financial reporting and compliance.



Columbus, Ohio  
October 30, 2013

**Antioch University**

**Statements of Financial Position  
June 30, 2013 and 2012**

	2013	2012
<b>Assets</b>		
Cash and cash equivalents	\$ 4,456,587	\$ 6,283,142
Accounts receivable		
Students, net	498,260	625,431
Grants	95,541	934,791
Other	446,359	343,084
Prepaid expenses	2,224,887	2,227,633
Loans to students, net	5,154,179	5,198,891
Contributions receivable, net	1,703,614	1,846,904
Investments	27,799,749	28,692,895
Land, buildings, and equipment, net	26,658,935	28,872,724
Assets to be disposed of (Note 17)	388,619	321,872
<b>Total assets</b>	<b>\$ 69,426,730</b>	<b>\$ 75,347,367</b>
<b>Liabilities and Net Assets</b>		
<b>Liabilities</b>		
Accounts payable	\$ 1,155,587	\$ 1,338,244
Accrued benefit liabilities	1,761,843	3,428,419
Other accrued liabilities	3,606,801	4,228,062
Deferred revenue	3,673,581	4,016,985
Notes and bonds payable	18,361,956	19,323,478
Deposits held for others	185,304	300,689
Advances from government for student loans	4,861,675	4,844,072
Liabilities to be disposed of (Note 17)	388,619	321,872
<b>Total liabilities</b>	<b>33,995,366</b>	<b>37,801,821</b>
<b>Net Assets</b>		
Unrestricted	22,320,721	24,966,436
Temporarily restricted	8,729,009	8,250,200
Permanently restricted	4,381,634	4,328,910
<b>Total net assets</b>	<b>35,431,364</b>	<b>37,545,546</b>
<b>Total liabilities and net assets</b>	<b>\$ 69,426,730</b>	<b>\$ 75,347,367</b>

See Notes to Financial Statements.

Antioch University

Statement of Activities  
Year Ended June 30, 2013

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>Revenues, Gains and Other Support</b>				
Tuition and fees	\$ 61,210,852	\$ -	\$ -	\$ 61,210,852
Less student aid	(1,448,379)	-	-	(1,448,379)
	<u>59,762,473</u>	<u>-</u>	<u>-</u>	<u>59,762,473</u>
Contributions	703,940	859,326	52,667	1,615,933
In-kind contributions	253,621	-	-	253,621
Contracts and other exchange transactions	3,284,429	-	-	3,284,429
Investment income	627,750	121,406	57	749,213
Net realized and unrealized gain on investments	1,110,744	518,011	-	1,628,755
Sales and service of auxiliary enterprises	544,887	-	-	544,887
Other income	704,476	144,380	-	848,856
<b>Total revenues and gains</b>	<u>66,992,320</u>	<u>1,643,123</u>	<u>52,724</u>	<u>68,688,167</u>
Net assets released from restrictions	1,164,314	(1,164,314)	-	-
<b>Total revenues, gains, and other support</b>	<u>68,156,634</u>	<u>478,809</u>	<u>52,724</u>	<u>68,688,167</u>
<b>Expenses and Losses</b>				
<b>Educational and general:</b>				
Instruction	29,549,742	-	-	29,549,742
Research	151,749	-	-	151,749
Public service	2,433,602	-	-	2,433,602
Academic support	6,013,254	-	-	6,013,254
Student services	5,933,767	-	-	5,933,767
Institutional support	24,956,629	-	-	24,956,629
Scholarships and fellowships	2,601,388	-	-	2,601,388
<b>Total educational and general expenses</b>	<u>71,640,131</u>	<u>-</u>	<u>-</u>	<u>71,640,131</u>
Auxiliary enterprises	958,751	-	-	958,751
<b>Total expenses</b>	<u>72,598,882</u>	<u>-</u>	<u>-</u>	<u>72,598,882</u>
Change in net assets before change in fair value of interest rate swap and effect of postretirement changes other than net periodic postretirement cost	(4,442,248)	478,809	52,724	(3,910,715)
Change in fair value of interest rate swaps	455,416	-	-	455,416
Postretirement changes other than net periodic postretirement cost	1,341,117	-	-	1,341,117
Change in net assets	(2,645,715)	478,809	52,724	(2,114,182)
Net assets - beginning	24,966,436	8,250,200	4,328,910	37,545,546
Net assets - ending	<u>\$ 22,320,721</u>	<u>\$ 8,729,009</u>	<u>\$ 4,381,634</u>	<u>\$ 35,431,364</u>

See Notes to Financial Statements.

Antioch University

Statement of Activities  
Year Ended June 30, 2012

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>Revenues, Gains and Other Support</b>				
Tuition and fees	\$ 65,312,553	\$ -	\$ -	\$ 65,312,553
Less student aid	(1,073,757)	-	-	(1,073,757)
	64,238,796	-	-	64,238,796
Contributions	619,858	1,696,360	34,860	2,351,078
In-kind contributions	233,449	142,562	-	376,011
Contracts and other exchange transactions	3,379,419	-	-	3,379,419
Investment income	689,271	124,901	88	814,260
Net realized and unrealized gain (loss) on investments	(149,209)	20,980	-	(128,229)
Sales and service of auxiliary enterprises	1,103,537	-	-	1,103,537
Other income	948,059	124,149	-	1,072,208
<b>Total revenues and gains</b>	<b>71,063,180</b>	<b>2,108,952</b>	<b>34,948</b>	<b>73,207,080</b>
Net assets released from restrictions	2,138,644	(2,138,644)	-	-
<b>Total revenues, gains, and other support</b>	<b>73,201,824</b>	<b>(29,692)</b>	<b>34,948</b>	<b>73,207,080</b>
<b>Expenses and Losses</b>				
Educational and general:				
Instruction	29,783,326	-	-	29,783,326
Research	186,815	-	-	186,815
Public service	2,215,718	-	-	2,215,718
Academic support	5,829,270	-	-	5,829,270
Student services	5,723,563	-	-	5,723,563
Institutional support	25,798,372	-	-	25,798,372
Scholarships and fellowships	2,458,992	-	-	2,458,992
<b>Total educational and general expenses</b>	<b>71,996,056</b>	<b>-</b>	<b>-</b>	<b>71,996,056</b>
Auxiliary enterprises	1,319,217	-	-	1,319,217
<b>Total expenses</b>	<b>73,315,273</b>	<b>-</b>	<b>-</b>	<b>73,315,273</b>
Change in net assets before change in fair value of interest rate swap and effect of postretirement changes other than net periodic postretirement cost	(113,449)	(29,692)	34,948	(108,193)
Change in fair value of interest rate swaps	(902,552)	-	-	(902,552)
Postretirement changes other than net periodic postretirement cost	(17,423)	-	-	(17,423)
Change in net assets	(1,033,424)	(29,692)	34,948	(1,028,168)
Net assets - beginning	25,999,860	8,279,892	4,293,962	38,573,714
Net assets - ending	\$ 24,966,436	\$ 8,250,200	\$ 4,328,910	\$ 37,545,546

See Notes to Financial Statements.

**Antioch University**

**Statements of Cash Flows**

**Years Ended June 30, 2013 and 2012**

	<b>2013</b>	<b>2012</b>
<b>Cash Flows from Operating Activities</b>		
Change in net assets	\$ (2,114,182)	\$ (1,028,168)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization	2,471,902	2,186,322
Accretion for asset retirement obligation	200,764	20,189
Loss on disposal of fixed assets	67,857	11,190
Net realized and unrealized (gains) losses on investments	(1,628,755)	128,229
Fair value of interest rate swap	(455,416)	902,552
Contributions restricted for permanent investment	(52,667)	(34,860)
Changes in operating assets and liabilities:		
Accounts and grants receivable	863,146	(647,088)
Contributions receivable	143,290	9,900
Prepaid expenses	(32,983)	142,038
Accounts payable, accrued benefit liabilities and other accrued liabilities	(2,215,842)	1,293,973
Deferred revenue	(343,404)	997,297
Deposits held for others	(115,385)	(13,727)
<b>Net cash (used in) provided by operating activities</b>	<b>(3,211,675)</b>	<b>3,967,847</b>
<b>Cash Flows from Investing Activities</b>		
Proceeds from sales and maturities of investments	19,772,629	35,439,863
Purchases of investments	(17,250,728)	(30,886,229)
Purchases of land, building, and equipment	(290,241)	(5,929,699)
Proceeds from sales of equipment	-	15,000
Disbursements of loans to students	(668,681)	(561,075)
Repayments of loans from students	713,393	706,258
<b>Net cash provided by (used in) investing activities</b>	<b>2,276,372</b>	<b>(1,215,882)</b>
<b>Cash Flows from Financing Activities</b>		
Contributions restricted for permanent investment	52,667	34,860
Repayments of principal of indebtedness	(961,522)	(931,522)
Net borrowings (advances) of government student loans	17,603	(44,629)
<b>Net cash used in financing activities</b>	<b>(891,252)</b>	<b>(941,291)</b>
Net (decrease) increase in cash and cash equivalents	(1,826,555)	1,810,674
Cash and Cash Equivalents - Beginning	6,283,142	4,472,468
Cash and Cash Equivalents - Ending	\$ 4,456,587	\$ 6,283,142
<b>Supplemental Disclosures of Cash Flow Information</b>		
Cash paid for interest	\$ 412,100	\$ 482,762

See Notes to Financial Statements.

## Antioch University

### Notes to Financial Statements

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

**Nature of activities:** Antioch University ("the University") is founded on principles of rigorous liberal arts education, innovative experiential learning and socially engaged citizenship. The multiple campuses of the University operate as divisions within the University and nurture in their students the knowledge, skills and habits of reflection to excel as lifelong learners, democratic leaders and global citizens who live lives of meaning and purpose.

Approximately 4,000 students currently study at the five campuses of Antioch University: Antioch University New England in Keene, New Hampshire; Antioch University Seattle; Antioch University Los Angeles; Antioch University Santa Barbara; and Antioch University Midwest in Yellow Springs, Ohio. The University's administrative offices are in Yellow Springs, and it is here that the Chancellor and her staff provide University-wide planning, fiscal review and accountability for all operations, and advice to the Board of Governors on University-wide policies.

On June 29, 2009, the University Board of Governors signed an asset purchase agreement with Antioch College Continuation Corporation ("ACCC") to sell the assets historically associated with the College, Glen Helen Ecology Institute and the Antioch Review. The transaction was finalized on September 4, 2009. At June 30, 2013 and 2012 the University still holds \$388,619 and \$321,872, respectively, of investments and perpetual trusts which will be transferred to the ACCC after final approval of the court to the change in beneficiary is received. These items are recorded as assets to be disposed of and a corresponding liability to be disposed of at June 30, 2013 and 2012. See Note 17 for discussion of discontinued operations.

On July 3, 2013, the University entered into an asset purchase agreement to transfer ownership of the non-commercial FM radio station WYSO to Antioch College Corporation ("ACC"). (See Note 19)

**Basis of accounting:** The financial statements of the University have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP).

**Basis of presentation:** The financial statement presentation follows the requirements of the Financial Accounting Standards Board (FASB). The University is required to report information regarding its financial position, and activities according to three classes of net assets: unrestricted, temporarily restricted and permanently restricted.

*Unrestricted Net Assets* - Net assets that are not subject to donor-imposed stipulations.

*Temporarily Restricted Net Assets* – Net assets subject to donor-imposed stipulations that may or will be met either by actions of the University and/or the passage of time.

*Permanently Restricted* - Net assets subject to donor-imposed stipulations that will be maintained permanently by the University. Generally, the donors of these assets permit the University to use all or part of the income earned on related investments for general or specific purposes.

The expiration of a donor-imposed restriction on a contribution or on endowment income is recognized in the period in which the restriction expires and, at that time, the related resources are reclassified to unrestricted net assets. A restriction expires when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

**Use of estimates:** The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

## Antioch University

### Notes to Financial Statements

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

**Fair value of financial instruments:** The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

- Cash and cash equivalents, accounts receivable, grants receivable, other accrued liabilities, and deferred revenue: The carrying amounts approximate fair value because of the short maturity of these financial instruments.
- Investments: The fair value of investments is based upon quoted market values.
- Beneficial interest in split interest agreements: Contributions receivable from remainder trusts are recorded at the fair value of the funds held by the trust.
- Notes and bonds payable: The carrying value of the University's notes and bonds payable approximates fair value as these financial instruments have variable rates that reflect currently available terms and conditions for similar debt.
- Interest rate swaps: Current market pricing models were used to estimate the fair value of the interest rate swap agreement.

**Cash equivalents:** The University considers temporary investments purchased with an initial maturity of three months or less to be cash equivalents for the statements of financial position and for purposes of preparing the statements of cash flows. In addition, the University maintains cash which may exceed federally insured amounts. The University continually monitors its balances to minimize the risk of loss.

**Accounts receivable:** Accounts receivable are stated at the amount the University expects to collect from outstanding balances. Management estimates an allowance for doubtful accounts based upon management's review of delinquent accounts and an assessment of the University's historical evidence of collections. Specific accounts are charged to the reserve when management determines that the account is deemed uncollectible. Management has reviewed the detail of accounts receivable and has determined an allowance is necessary at June 30, 2013 and 2012. (See Note 2)

**Investments:** Investments are recorded at fair value based upon market values or dealer quotes, with changes in market value being recognized as gains and losses during the period in which they occur. Net appreciation on endowment funds is reported as temporarily restricted net assets, unless such net appreciation has been permanently restricted by the donor or by law. Net depreciation on endowment funds below the historical dollar gift of a permanently restricted fund are recorded as a reduction in unrestricted net assets.

**Land, buildings, and equipment:** Land, buildings, and equipment are recorded at cost at the date of acquisition or fair value at date of donation in the case of gifts. Depreciation is provided on the straight-line basis over the estimated useful lives of the applicable assets, which range from 3 to 20 years. Depreciation expense was \$2,436,173 and \$2,150,593 for the years ended June 30, 2013 and 2012, respectively.

## Antioch University

### Notes to Financial Statements

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

**Bond issuance costs:** The University capitalized bond discounts and certain issuance costs associated with the issuance of the New Hampshire Health and Education Facilities Authority Adjustable Rate Demand Refunding Revenue Bonds, the Washington State Housing Finance Commission Variable Rate Demand Nonprofit Revenue Bonds, and the 2006 State of Ohio Higher Education Facility Variable Rate Revenue Bonds. The costs are being amortized over the maturities of the bonds. Amortization expense was \$35,729 for the years ended June 30, 2013 and 2012. The unamortized balance amounts to \$512,986 and \$548,715 at June 30, 2013 and 2012, respectively, and is included in prepaid expenses in the statements of financial position. Accumulated amortization on bond issuance cost was \$279,063 and \$243,334 at June 30, 2013 and 2012, respectively.

**Interest rate swap agreements:** Interest rate swap agreements are recognized as either assets or liabilities at their fair value in the statements of financial position with the changes in the fair value reported in current-period change in net assets. These instruments are included on the statements of financial position in other accrued liabilities and the change in the fair value is recorded on the statements of activities as change in fair value of interest rate swap. The University's interest rate swap agreements are used to manage exposure to interest rate movement by effectively changing the variable rate of the University's bonds payable to a fixed rate.

**Assets held for sale and discontinued operations:** A business component that is disposed of or classified as held for sale is reported as discontinued operations if the cash flows of the component have been or will be eliminated from the ongoing operations of the University and the University will no longer have any significant continuing involvement in the business component.

The results of discontinued operations are aggregated and presented separately in the statements of activities. Assets and liabilities of the discontinued operations are aggregated and reported separately as assets to be disposed of and liabilities to be disposed of in the statements of financial position (See Note 17).

**Valuation of long-lived assets:** Long-lived assets and certain identifiable intangible assets are required to be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. Recoverability of the long-lived asset is measured by a comparison of the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the asset exceeds the estimated fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value, less costs to sell. During 2013 and 2012, the University reviewed their assets for potential impairment, and no impairment losses were identified.

**Deferred revenue:** Deferred revenue represents cash received from students for the following fiscal year but not yet earned. Grant proceeds which have been received but not yet spent according to the grantors terms are also reported as deferred revenue.

**Advances from government for student loans:** Funds provided by the United States government under the Federal Perkins Loan program are loaned to qualified students and may be reloaned after collections. These funds are ultimately refundable to the government and, therefore, recorded as a liability in the accompanying financial statements.

## Antioch University

### Notes to Financial Statements

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

##### Revenue recognition:

Tuition and fees: The University records the income from tuition and fees at the beginning of the quarter when classes begin. Tuition for summer quarter is recorded as a percentage of the quarter revenue based upon the number of weeks in each fiscal year. The remainder of tuition received is recorded as deferred revenue.

Grants and exchange transactions: The University records grant income and exchange transactions in the period earned.

Auxiliary enterprises: Auxiliary enterprise revenue is recognized when earned based upon a service date.

Contributions: Contributions, including unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value at the date of gift. Contributions to be received after one year are discounted at a rate commensurate with the risk involved. Amortization of the discount is recorded as additional contribution revenue and used in accordance with donor-imposed restrictions, if any, on the contributions. Allowance is made for uncollectible contributions based upon management's judgment and analysis of the creditworthiness of the donors, past collection experience and other relevant factors.

In-Kind Contributions: In-kind contributions are recorded as revenue and expense in the statements of activities at the time those contributions and services are received.

During 2011, the University entered into a 10-year operating lease for a facility for which the University received a rental rate that was below the fair value for the facility. The University also entered into an interest free loan for improvements to the facility. Management estimated the fair value of the rental rate for the facility by obtaining comparable rental rates for other properties in the area. The difference between the fair value rental rate of the facility and the amount the University is obligated to pay under the agreement has been recorded as an in-kind contribution. Additionally, an in-kind contribution has been recorded for the imputed interest on the loan. At June 30, 2013 and 2012, the present value of the future in-kind rent over the lease and the imputed interest on the loan was recorded as a pledge receivable amounting to \$1,324,816 and \$1,473,082, respectively.

**Advertising:** Advertising costs are expensed as incurred and exclude fundraising costs. Amounts charged to expense were \$1,537,335 and \$1,571,696 for the years ended June 30, 2013 and 2012, respectively.

**Federal income taxes:** The University is a qualifying organization under Section 501(c)(3) of the Internal Revenue Code (IRC) and is, therefore, exempt from income taxes under IRC Section 501(a) on its normal operations. However, the University is taxed on other unrelated income, if any. The University is subject to federal income tax on rental income.

**Antioch University**

**Notes to Financial Statements**

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

The University follows FASB guidance on accounting for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the University may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. Examples of tax positions include the tax-exempt status of the University, the continued tax-exempt status of bonds issued by the University, and various positions related to the potential sources of unrelated business taxable income (UBIT). The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement. The guidance on accounting for uncertainty in income taxes also addresses de-recognition, classification, interest and penalties on income taxes, and accounting in interim periods. At June 30, 2013 and 2012, there were no unrecognized tax benefits identified or recorded as liabilities.

The University files forms 990 and 990-T in the U.S. federal jurisdiction and the required states. With few exceptions, the University is no longer subject to examination by the Internal Revenue Service for years before 2009.

**Reclassifications:** Certain 2012 amounts have been reclassified to conform with the 2013 presentation.

**Subsequent events:** The University has evaluated subsequent events for potential recognition and/or disclosure through October 30, 2013 the date the financial statements were available to be issued. (See Note 19)

**Note 2. Receivables**

Receivables consist of the following at June 30:

	2013				
	Gross Amount	Allowance	Net	Current Portion	Long-Term Portion
Students	\$ 809,740	\$ 311,480	\$ 498,260	\$ 498,260	\$ -
Grants	95,541	-	95,541	95,541	-
Other	446,359	-	446,359	446,359	-
Student loans	7,467,611	2,313,432	5,154,179	-	5,154,179
	<u>\$ 8,819,251</u>	<u>\$ 2,624,912</u>	<u>\$ 6,194,339</u>	<u>\$ 1,040,160</u>	<u>\$ 5,154,179</u>
	2012				
	Gross Amount	Allowance	Net	Current Portion	Long-Term Portion
Students	\$ 894,549	\$ 269,118	\$ 625,431	\$ 625,431	\$ -
Grants	934,791	-	934,791	934,791	-
Other	343,084	-	343,084	343,084	-
Student loans	7,339,544	2,140,653	5,198,891	-	5,198,891
	<u>\$ 9,511,968</u>	<u>\$ 2,409,771</u>	<u>\$ 7,102,197</u>	<u>\$ 1,903,306</u>	<u>\$ 5,198,891</u>

**Antioch University****Notes to Financial Statements****Note 3. Contributions Receivable**

Contributions receivable consist of the following at June 30:

	2013	2012
Unconditional promises expected to be collected in:		
Less than one year	\$ 464,483	\$ 440,105
One to five years	800,168	829,212
More than five years	468,236	609,656
	<u>1,732,887</u>	<u>1,878,973</u>
Allowance for uncollectible contributions	(29,273)	(32,069)
Net contributions receivable	<u>\$ 1,703,614</u>	<u>\$ 1,846,904</u>

The amounts are recorded after discounting to the present value of the future cash flows at a rate of 1.38% and 0.73% as of June 30, 2013 and 2012, respectively, for pledge receivables beyond one year.

**Note 4. Investments**

Investments of the University at June 30, are comprised of the following:

	2013	
	Fair Value	Cost
Cash and money market funds	\$ 501,274	\$ 501,274
Equity securities	14,910,831	13,328,406
Fixed income securities	12,387,644	12,610,325
	<u>\$ 27,799,749</u>	<u>\$ 26,440,005</u>
	2012	
	Fair Value	Cost
Cash and money market funds	\$ 531,015	\$ 531,015
Equity securities	13,435,489	13,740,037
Fixed income securities	14,726,391	14,557,244
	<u>\$ 28,692,895</u>	<u>\$ 28,828,296</u>

The University invests in a professionally managed portfolio that contains common shares and bonds of publicly-traded companies, U.S. Government obligations, mutual funds, alternative investments, and money market funds. Such investments are exposed to various risks such as interest rate, market and credit. Due to the level of risk associated with such investments and the level of uncertainty related to changes in the value of such investments, it is at least reasonably possible that changes in risks in the near term would materially affect investment balances and the amounts reported in the financial statements.

## Antioch University

### Notes to Financial Statements

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#### Note 5. Fair Value Disclosures

The University follows the FASB guidance regarding fair value measurements. The guidance applies to all financial instruments that are being measured and reported at fair value and establishes a three level hierarchy for disclosure to show the extent and the level of judgment used to estimate fair value measurements. The three categories are defined as follows:

Level 1 — Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 — Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 — Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer, or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

For the fiscal years ended June 30, 2013 and 2012, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value:

Investments: The fair values of investments, other than alternative investments, are based on quoted market prices, when available, or market prices provided by recognized broker dealers. If listed prices or quotes are not available, due to the limited market activity of the instrument, fair value is based upon externally developed models that use unobservable inputs.

Beneficial Interest in Trusts Held by Others: The fair value of the beneficial interest in assets held by others are based on quoted prices of underlying assets held by the trustees. Due to the restrictions on these assets that do not allow the University redemption rights, fair value is deemed to be based on Level 3 inputs.

Interest Rate Swaps: The fair value of the University's interest rate swaps was provided by valuation experts. Certain derivatives with limited market activity are valued using externally developed models that consider unobservable market parameters.

The following table sets forth by level within the fair value hierarchy the University's financial assets and liabilities that were accounted for at a fair value on a recurring basis as of June 30, 2013 and 2012. The financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The University's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of fair value assets and their placement within the fair value hierarchy levels.

**Antioch University**

**Notes to Financial Statements**

**Note 5. Fair Value Disclosures (Continued)**

	2013			
	Total	Level 1	Level 2	Level 3
<b>Financial Assets:</b>				
<b>Investments</b>				
<b>Equity securities</b>				
Mutual funds - equity	\$ 14,910,831	\$ 14,910,831	\$ -	\$ -
Mutual funds - fixed income	12,387,644	12,387,644	-	-
	<u>27,298,475</u>	<u>27,298,475</u>	-	-
Money market funds and cash	501,274			
Total investments	<u>27,799,749</u>			
<b>Other Assets</b>				
Interest rate swap	4,865	-	4,865	-
Beneficial interest in trusts held by others	388,619	-	-	388,619
Total assets	<u>\$ 28,193,233</u>	<u>\$ 27,298,475</u>	<u>\$ 4,865</u>	<u>\$ 388,619</u>
<b>Financial Liabilities:</b>				
Interest rate swaps	\$ 1,098,130	\$ -	\$ 1,098,130	\$ -
Total liabilities	<u>\$ 1,098,130</u>	<u>\$ -</u>	<u>\$ 1,098,130</u>	<u>\$ -</u>
<b>2012</b>				
	Total	Level 1	Level 2	Level 3
<b>Financial Assets:</b>				
<b>Investments</b>				
<b>Equity securities</b>				
Mutual funds - equity	\$ 13,435,489	\$ 13,435,489	\$ -	\$ -
Mutual funds - fixed income	14,726,391	14,726,391	-	-
	<u>28,161,880</u>	<u>28,161,880</u>	-	-
Money market funds and cash	531,015			
Total investments	<u>28,692,895</u>			
<b>Other Assets</b>				
Interest rate swap	431	-	431	-
Beneficial interest in trusts held by others	321,872	-	-	321,872
Total assets	<u>\$ 29,015,198</u>	<u>\$ 28,161,880</u>	<u>\$ 431</u>	<u>\$ 321,872</u>
<b>Financial Liabilities:</b>				
Interest rate swaps	\$ 1,549,112	\$ -	\$ 1,549,112	\$ -
Total liabilities	<u>\$ 1,549,112</u>	<u>\$ -</u>	<u>\$ 1,549,112</u>	<u>\$ -</u>

**Antioch University****Notes to Financial Statements****Note 5. Fair Value Disclosures (Continued)**

The changes in Level 3 assets and liabilities measured at fair value on a recurring basis are summarized as follows:

	Common stock - privately held	Alternative investments	Trusts held by others	Total
Balance, June 30, 2011	\$ 6,535,919	\$ 158,744	\$ 465,866	\$ 7,160,529
Realized and unrealized losses	-	-	(26,399)	(26,399)
Sales	(6,535,919)	(158,744)	(117,595)	(6,812,258)
Balance, June 30, 2012	-	-	321,872	321,872
Transfers	-	-	53,274	53,274
Realized and unrealized gains	-	-	13,473	13,473
Balance, June 30, 2013	\$ -	\$ -	\$ 388,619	\$ 388,619

**Note 6. Land, Building, and Equipment**

The following is a summary of land, building, and equipment as of June 30:

	2013	2012
Building	\$ 20,917,092	\$ 20,917,092
Building improvements	19,437,275	19,474,226
Equipment	5,450,387	6,089,944
Furniture and fixtures	2,001,888	2,052,490
Land and land improvements	291,253	291,253
Library books	773,583	773,583
Art	70,948	70,948
Vehicles	22,086	45,784
Construction in progress	93,767	-
	49,058,279	49,715,320
Less accumulated depreciation	(22,399,344)	(20,842,596)
Net book value	\$ 26,658,935	\$ 28,872,724

**Note 7. Notes and Bonds Payable**

The New Hampshire and Ohio bonds are secured by a letter of credit (LOC) with a bank, which expires on February 16, 2014. In the event that the remarketing agent is unable to remarket the bonds, the bonds become a demand note under the LOC issued by the bank. If the LOC cannot be renewed and an alternative LOC cannot be obtained, the bonds require immediate repayment.

The Seattle Bonds are secured by a LOC which expires on October 31, 2015. In the event that the remarketing agent is unable to remarket the bonds, amounts drawn under the LOC are required to be reimbursed to the bank on the 1<sup>st</sup> day of the 13<sup>th</sup> month following the drawing with interest payable monthly at the prime rate plus 2%.

The Ohio, New Hampshire and Seattle bonds contain certain restrictive covenants that include, among other things, minimum requirements for annual debt service, liquidity and debt-to-equity ratios. At June 30, 2013 and 2012, the University was not in compliance with certain restrictive covenants, however, the lenders have waived the requirements for the year then ended.

**Antioch University**

**Notes to Financial Statements**

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**Note 7. Notes and Bonds Payable (Continued)**

Notes and bonds payable consist of the following at June 30:

	<u>2013</u>	<u>2012</u>
New Hampshire Health and Education Facilities Authority Adjustable Rate Demand Refunding Revenue Bonds (New Hampshire Bonds), Antioch University Issue, Series 2004, secured by gross receipts, due in annual installments of principal beginning December 2005 through December 2024, plus interest at a variable rate. Interest rates at June 30, 2013 and 2012 were 0.06% and 0.16%, respectively.	\$ 2,980,000	\$ 3,170,000
Washington State Housing Finance Commission Variable Rate Demand Nonprofit Revenue Bonds (Seattle Bonds) Series 2005, secured by deed of trust, annual installments of principal beginning January 2006 through January 2027, plus interest at a variable rate. Interest rates at June 30, 2013 and 2012 were 0.07% and 0.18%, respectively.	4,825,000	5,105,000
2006 State of Ohio Higher Education Facility Variable Rate Revenue Bonds (Ohio Bonds), secured by gross receipts, annual installments of principal beginning February 2007 through February 2029, plus interest at a variable rate. Interest rates at June 30, 2013 and 2012 were 0.06% and 0.16%, respectively.	10,280,000	10,735,000
Unsecured \$350,000 loan bearing interest at 0% from a foundation; due in monthly principal installments of \$3,044 through 2021.	276,956	313,478
	<u>\$ 18,361,956</u>	<u>\$ 19,323,478</u>

Maturities of the notes and bonds for the years succeeding June 30, 2013 are:

2014	\$ 991,522
2015	1,026,522
2016	1,066,522
2017	1,101,522
2018	1,141,522
Thereafter	13,034,346
	<u>\$ 18,361,956</u>

Interest expense amounted to \$458,306 and \$478,025 in 2013 and 2012, respectively.

## Antioch University

### Notes to Financial Statements

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#### **Note 7. Notes and Bonds Payable (Continued)**

As a part of a strategy to manage the University's debt position over time and decrease variable rate risk, the University entered into two interest rate swap agreements during 2010 to exchange the difference between the variable-rate interest rate indexed to the Securities Industry and Financial Markets Association (SIFMA) rate (0.06% and 0.16% at June 30, 2013 and 2012, respectively) and a fixed interest rate (2.99% and 2.91%, respectively). The swaps are calculated on a notional value of \$10,280,000 and \$2,980,000, respectively. The original notional value was \$12,000,000 and \$3,530,000, respectively. The difference between the fixed interest rate and the variable interest rate is settled on a monthly basis. The agreements terminate on December 1, 2019. The University is exposed to credit loss in the event of nonperformance by the counter party, however, the University does not anticipate nonperformance by the counter party. The change in fair value of the interest rate swaps are reflected in the statement of activities. The fair value of the interest rate swaps at June 30, 2013 and 2012 is a liability of \$1,098,130 and \$1,549,112, respectively, and is included in other accrued liabilities in the accompanying statement of financial position.

During 2011, the University purchased an interest rate swap to cap its variable interest rate on certain bonds at 2%. The swap is calculated on a notional amount of \$4,825,000. The original notional value was \$5,640,000. The difference between the fixed interest rate and the variable interest rate is settled on a monthly basis. The agreement terminates on October 31, 2015. The University is exposed to credit loss in the event of nonperformance by the counter party, however, the University does not anticipate nonperformance by the counter party. The change in fair value of the interest rate swap is reflected in the statement of activities. The fair value of the interest rate cap at June 30, 2013 and 2012 is an asset of \$4,865 and \$431, respectively, and is included in prepaid expenses in the accompanying statements of financial position.

#### **Note 8. Retirement Plans**

The University has three defined contribution retirement plans for eligible faculty and non-faculty personnel managed by Teachers Insurance and Annuity Association—College Retirement Equities Fund (TIAA-CREF). Contributions to these plans by the University were \$3,446,209 and \$3,463,191 in 2013 and 2012, respectively. Participants may also contribute at their option to TIAA-CREF through individual retirement annuity contracts.

The University also maintains separate, self-administered, noncontributory pension plans for certain individuals, who were faculty employees at June 30, 1970 or non-faculty personnel at June 30, 1973. Substantially all benefits previously earned under these plans are paid directly by the University and amounted to approximately \$30,224 and \$36,518 in 2013 and 2012, respectively. The unfunded, actuarially determined liability utilizing an average interest assumption of 6.0 percent for benefits earned under these plans was approximately \$165,216 and \$180,898 at June 30, 2013 and 2012, respectively, and is included in accrued liabilities in the accompanying statements of financial position. The net periodic pension benefit cost included as income in the statements of activities amounted to \$15,682 and \$30,420 in 2013 and 2012, respectively.

## Antioch University

### Notes to Financial Statements

#### Note 9. Other Postretirement Benefit Plans

In addition to the University's defined contribution retirement plan, the University has two defined benefit postretirement plans covering most salaried employees. One plan provides medical and prescription drug benefits, and the second provides life insurance benefits. The postretirement health care and prescription drug plan is contributory; with retiree contributions adjusted annually, and contain other cost-sharing features such as deductibles and coinsurance. The accounting for health care and prescription drug plan anticipates future cost-sharing changes to the written plan that are consistent with the University's expressed intent to increase the retiree contribution rate annually for the expected general inflation rate for that year. The University's policy is to pay the cost of retirees' postretirement health care and drug benefit claims as incurred and to pay the premiums to the life insurance plan for participants on an annual basis. Therefore, the plan is unfunded.

In March 2013, the University amended the medical and prescription drug coverage for retirees over the age of 65. In lieu of a \$30 monthly benefit, the University through the support of a third-party, is assisting the retiree in finding a Medicare sponsored medical and prescription drug plan most beneficial to their personal situation. Eligible retirees under 65 may choose to stay on the University's medical plan, with the retiree paying the full cost with no defined benefit provided.

In accordance with FASB guidance, a summary of the changes in the benefit obligation and the resulting funded status of the University's postretirement benefit plans are as follows:

The accumulated postretirement benefit obligation (APBO) was as follows at June 30:

	2013	2012
Retirees	\$ 143,360	\$ 184,077
Fully eligible active plan participants	423,835	1,063,237
Other active plan participants	370,124	865,217
	<u>\$ 937,319</u>	<u>\$ 2,112,531</u>

The following table sets forth the plan's change in benefit obligation for the year ended June 30:

	2013	2012
Benefit obligation at beginning of year	\$ 2,112,531	\$ 1,965,656
Service cost	164,991	133,389
Interest cost	88,403	105,888
Estimated benefits paid	(65,597)	(81,933)
Actuarial gain	(1,363,009)	(10,469)
Benefit obligation at end of year	<u>\$ 937,319</u>	<u>\$ 2,112,531</u>

The following table sets forth the plan's funded status at June 30:

	2013	2012
Benefit obligation, end of year	\$ (937,319)	\$ (2,112,531)
Fair value of assets, end of year	-	-
Unfunded status, end of year	<u>\$ (937,319)</u>	<u>\$ (2,112,531)</u>

**Antioch University**

**Notes to Financial Statements**

**Note 9. Other Postretirement Benefit Plans (Continued)**

The statements of financial position recognizes a liability of \$937,319 and \$2,112,531 for the years ended June 30, 2013 and 2012, respectively, and is included accrued benefit liabilities on the statement of financial position.

Postretirement expense recognized in the statements of activities consists of the following components for the year ended June 30:

	<u>2013</u>	<u>2012</u>
Service cost of benefits earned	\$ 164,991	\$ 133,389
Interest cost on liability	88,403	105,888
Recognition of net gain	(21,892)	(27,892)
Net periodic postretirement benefit cost	<u>\$ 231,502</u>	<u>\$ 211,385</u>

Items not yet recognized as a component of net periodic postretirement expense as of June 30:

	<u>2013</u>	<u>2012</u>
Unrecognized net gain	<u>\$ 1,771,290</u>	<u>\$ 430,173</u>

The weighted-average discount rate used in determining the APBO was 4.75% and 4.25% at June 30, 2013 and 2012, respectively. The weighted-average annual assumed rate of increase in the per capita cost of covered benefits (i.e., health care-cost trend rate) is 8.5% and 9% for 2013 and 2012, respectively, and is assumed to decrease ½ percent per year to 5.0% until 2020 and remain at that level thereafter.

A one percentage point change in assumed health care cost trend rates would have had the following effects in fiscal year 2013:

	<u>1% Increase</u>	<u>1% Decrease</u>
Total of service and interest cost	\$ 14,549	\$ (12,583)
Postretirement benefit obligation	\$ 49,137	\$ (43,740)

Estimated future benefit payments reflecting anticipated service, as appropriate, are expected to be paid as follows:

2014	\$ 39,990
2015	\$ 46,065
2016	\$ 49,316
2017	\$ 56,048
2018	\$ 54,809
2019-2023	\$ 371,379

## Antioch University

### Notes to Financial Statements

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#### Note 10. Lease Commitments

Certain of the University's education centers lease their facilities. The University generally pays real estate taxes, insurance and specified maintenance costs. The University also has operating agreements to lease computer equipment and software. These leases are non-cancelable operating agreements for varying periods through 2025, with renewal options for additional periods in some cases. Future minimum rentals under these non-cancelable leases are as follows:

2014	\$ 2,669,091
2015	3,163,787
2016	3,208,275
2017	3,093,248
2018	3,024,341
Thereafter	18,855,548
	<u>\$ 34,014,290</u>

Rental expense for the years ended June 30, 2013 and 2012 was \$3,226,312 and \$3,742,926, respectively.

#### Note 11. Endowment Funds

The University's endowment consists of approximately 24 individual donor restricted endowment funds established for a variety of purposes. As required by GAAP, net assets associated with endowment funds are classified and reported based on the existence of donor-imposed restrictions.

#### Interpretation of Relevant Law

Ohio's version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA) became effective June 1, 2009. The University has interpreted UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the University classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. Beginning June 1, 2009, the portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the University in a manner consistent with the standard prudence prescribed by UPMIFA.

In accordance with UPMIFA, the University will consider the following factors in making a determination to appropriate or accumulate donor restricted endowment funds:

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

#### Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the University to retain as a fund of perpetual duration. As of June 30, 2013 and 2012 there were no funds with deficiencies.

## Antioch University

### Notes to Financial Statements

#### Note 11. Endowment Funds (Continued)

##### Return Objectives and Risk Parameters

The University has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the University must hold in perpetuity. Under this policy, as approved by the Board of Governors, the endowment assets are invested in a manner that is intended to grow in excess of the spending rate in a conservative manner. The University expects its endowment funds, over time, to provide a target return of approximately 7.5% annually. Actual returns in any given year may vary from this amount.

##### Strategies Employed for Achieving Objectives

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

##### Spending Policy and How the Investment Objectives Relate to Spending Policy

The University has a policy of appropriating for distribution each year 3.5% of the moving twelve quarter average value of the endowment, for those funds whose market value is 90% or greater than historic dollar value, as determined at the end of each quarter, and will be incorporated in the following quarter's distribution as income available to programs. For funds which have a market value greater than 80%, but less than 90% of historic dollar value only 1.5% will be appropriated. For funds whose market value is less than 80% of historic dollar value, no funds shall be appropriated. In establishing this policy the University considered the long-term expected return on its endowment. Accordingly, over the long term, the University expects the current spending policy to allow its endowment to grow at an average of 3% annually. This is consistent with the organization's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

Endowment net asset composition by type of fund as of June 30:

	2013			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Donor restricted endowment	\$ -	\$ 3,947,139	\$ 3,973,438	\$ 7,920,577
Board designated endowment	335,949	-	-	335,949
Total	<u>\$ 335,949</u>	<u>\$ 3,947,139</u>	<u>\$ 3,973,438</u>	<u>\$ 8,256,526</u>

	2012			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Donor restricted endowment	\$ -	\$ 3,461,600	\$ 3,920,771	\$ 7,382,371
Board designated endowment	304,150	-	-	304,150
Total	<u>\$ 304,150</u>	<u>\$ 3,461,600</u>	<u>\$ 3,920,771</u>	<u>\$ 7,686,521</u>

**Antioch University**

**Notes to Financial Statements**

**Note 11. Endowment Funds (Continued)**

Changes in endowment net assets for the year ended June 30:

	2013			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Beginning Balance at June 30, 2012	\$ 304,150	\$ 3,461,600	\$ 3,920,771	\$ 7,686,521
Investment return:				
Net investment income	9,358	113,478	-	122,836
Net appreciation	29,014	517,243	-	546,257
Total investment return	342,522	4,092,321	3,920,771	8,355,614
Gifts	-	-	52,667	52,667
Amounts allocated for spending	(6,573)	(145,182)	-	(151,755)
Ending Balance at June 30, 2013	<u>\$ 335,949</u>	<u>\$ 3,947,139</u>	<u>\$ 3,973,438</u>	<u>\$ 8,256,526</u>

	2012			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Beginning Balance at June 30, 2011	\$ 248,991	\$ 3,414,072	\$ 3,886,911	\$ 7,549,974
Investment return:				
Net investment income	8,419	116,353	-	124,772
Net appreciation	52,748	45,797	-	98,545
Total investment return	310,158	3,576,222	3,886,911	7,773,291
Gifts	-	-	33,860	33,860
Amounts allocated for spending	(6,008)	(114,622)	-	(120,630)
Ending Balance at June 30, 2012	<u>\$ 304,150</u>	<u>\$ 3,461,600</u>	<u>\$ 3,920,771</u>	<u>\$ 7,686,521</u>

**Note 12. Nature and Amount of Temporarily Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes at June 30:

	2013	2012
Instruction	\$ 6,486	\$ 82,465
Research	2,767	2,250
Public service	466,966	317,392
Academic support	1,278,245	1,006,477
Student services	698	2,210
Institutional support	6,125,027	5,980,858
Scholarships	847,813	796,228
Construction	1,007	62,320
	<u>\$ 8,729,009</u>	<u>\$ 8,250,200</u>

**Antioch University****Notes to Financial Statements****Note 13. Nature and Amount of Permanently Restricted Net Assets**

Permanently restricted net assets are restricted to the following purposes at June 30:

	2013	2012
Institutional support	\$ 2,889,042	\$ 2,882,082
Scholarships	1,084,921	1,039,214
Loans	407,671	407,614
	<u>\$ 4,381,634</u>	<u>\$ 4,328,910</u>

**Note 14. Net Assets Released From Restrictions****Temporarily Restricted**

Net assets were released from donor-imposed restrictions by incurring expenditures satisfying the restricted purpose or by occurrence of other events specified by the donors for the years ended June 30 as follows:

	2013	2012
Purpose restricted contributions for:		
Instruction	\$ 118,144	\$ 23,949
Research	1,933	-
Public service	249,296	325,570
Academic support	19,343	37,541
Student services	4,083	2,381
Institutional support	446,765	523,779
Scholarships	162,437	135,814
Construction	162,313	1,089,610
Total net assets released from restriction	<u>\$ 1,164,314</u>	<u>\$ 2,138,644</u>

**Note 15. Functional Expenses**

The functional classification of expenses is as follows:

	2013	2012
Educational and program services	\$ 54,809,142	\$ 54,945,232
Management and general	15,847,689	16,108,602
Fundraising	1,942,051	2,261,439
Total functional expenses	<u>\$ 72,598,882</u>	<u>\$ 73,315,273</u>

## Antioch University

### Notes to Financial Statements

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#### Note 16. Conditional Asset Retirement Obligations

The University had recorded conditional asset retirement obligations (ARO) of approximately \$200,764 as of June 30, 2012. These conditional ARO's relate to the University's legal obligation to perform asbestos remediation prior to renovation or demolishing property containing the substance. As of June 30, 2012, the liability is included in other accrued liabilities on the statements of financial position, net of a discount at a 2.4% discount rate and a 2.4% inflation rate.

As a result of the sale of the asset for which this obligation existed in July 2013 (See Note 19), the liability related to the obligation was removed from the statement of financial position. Therefore, as of June 30, 2013, no liabilities relating to conditional asset retirement obligations were recorded on the University's statement of financial position.

#### Note 17. Discontinued Operations

The assets and liabilities of the College to be disposed are as follows at June 30:

	2013	2012
Beneficial interest in split interest agreements	\$ 388,619	\$ 321,872
Total assets	<u>\$ 388,619</u>	<u>\$ 321,872</u>
Other accrued liabilities	\$ 388,619	\$ 321,872
Total liabilities	<u>\$ 388,619</u>	<u>\$ 321,872</u>

#### Note 18. Commitment and Contingencies

The University is subject to claims and lawsuits in the ordinary course of its business. In the opinion of management, the University has adequate legal defenses and/or adequate insurance coverage for such matters. If not insured, management believes that such matters will not, in the aggregate, have a materially adverse impact on the University's financial position, results of future operations and cash flow.

#### Note 19. Subsequent Events

On July 3, 2013, the University entered into an asset purchase agreement to transfer ownership of the non-commercial FM radio station WYSO to Antioch College Corporation ("ACC") for \$8 million. The sale included the station equipment, the FCC licenses and all other assets associated with the operations of the station. Under the agreement, ACC also purchased certain real estate including the Kettering Building, which houses the radio station. Additionally, the University has released its reversionary interests retained in the 2009 Asset Purchase Agreement when it sold the College assets to ACC. Those reversionary interests related to the college campus, Glen Helen nature preserve and the Antioch College endowment. A reverter would have been triggered if Antioch College Corporation ceased to operate the College or ceased to become accredited within a certain time frame. The University has retained its right to the trade name "Antioch College" subject to the license to ACC. That license will terminate if ACC ceases to be licensed by the state of Ohio to offer baccalaureate degrees. All staff working at WYSO became employees of Antioch College effective the date of the execution of the acquisition documents and the agreement and transfer will not impact programming or operations of the station.

**Antioch University**

**Notes to Financial Statements**

**Note 19. Subsequent Events (Continued)**

The assets and liabilities of WYSO-FM to be disposed of are as follows for the years ending June 30:

	2013	2012
<b>Assets</b>		
Pledge receivables, net	\$ 61,964	\$ 27,272
Property and equipment, net	2,594,790	2,858,876
<b>Total assets</b>	<b>\$ 2,656,754</b>	<b>\$ 2,886,148</b>
<b>Liabilities</b>		
Deferred revenue	\$ 15,000	\$ -
<b>Total liabilities</b>	<b>\$ 15,000</b>	<b>\$ -</b>

Revenue and expenses recorded in the accompanying statements of activities for WYSO-FM are as follows for the years ended June 30:

	2013		
	Unrestricted	Temporarily Restricted	Total
Revenues, gains and other support	\$ 1,775,920	\$ 267,574	\$ 2,043,494
Net assets released from restriction	199,671	(199,671)	-
Total revenues, gains and other support	1,975,591	67,903	2,043,494
Total expenses	2,334,365	-	2,334,365
Change in net assets	\$ (358,774)	\$ 67,903	\$ (290,871)
	2012		
	Unrestricted	Temporarily Restricted	Total
Revenues, gains and other support	\$ 3,104,824	\$ 203,441	\$ 3,308,265
Net assets released from restriction	222,550	(222,550)	-
Total revenues, gains and other support	3,327,374	(19,109)	3,308,265
Total expenses	2,037,730	-	2,037,730
Change in net assets	\$ 1,289,644	\$ (19,109)	\$ 1,270,535

**ANTIOCH UNIVERSITY**

**OMB CIRCULAR A-133 AUDIT REQUIREMENTS**

**Schedule of Expenditures of Federal Awards  
Year Ended June 30, 2013**

Program Description	Federal CFDA Number	Total Disbursements/ Expenditures
Federal Grantor/Program Title STUDENT FINANCIAL ASSISTANCE PROGRAM		
U.S. Department of Education		
Federal Pell Grant Program	84.063	\$ 1,210,813
Federal Work Study Program	84.033	1,262,433
Supplemental Educational Opportunity Grant	84.007	1,005,649
Teach Grant	84.379	118,299
Federal Perkins Loan Program	84.038	668,682
Federal Direct Loans	84.268	<u>58,462,828</u>
		62,728,704
 OTHER FEDERAL ASSISTANCE		
National Science Foundation	47.074	9,949
US Department of Education		
Jacob K. Javits Fellows	84.170B	44,422
US Department of Health and Human Services		
Pass-through University of Massachusetts Lowell		
Campus Suicide Prevention	93.243	12,960
National Oceanic and Atmospheric Administration		
Pass-through University of New Hampshire		
Sea Grant	11.417	7,454
Pass-through Syntectic International, LLC		
Climate and Atmospheric Research	11.431	36,597
Department of the Interior, National Park Service		
Pass-through University of Minnesota		
Post-volcanic Landscape Change and Human Response		
in the Chignik and Meshik Rivers Region, Alaska	15.945	22,242
Fish and Wildlife Services, Division of International Affairs		
Great Apes Conservation	15.629	<u>24,049</u>
Total other federal assistance		<u>157,673</u>
 Total expenditures of federal awards		<u><u>\$ 62,886,377</u></u>

See Notes to the Schedule of Expenditures of Federal Awards.

**Antioch University**

**Notes to the Schedule of Expenditures of Federal Awards  
Year Ended June 30, 2012**

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**Note 1. Basis of Presentation**

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Antioch University and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

**Note 2. Summary of Significant Accounting Policies for Federal Award Expenditures**

Expenditures for federal grants are recognized as incurred. Federal student award programs include Pell program grants to students, Supplemental Educational Opportunity Grants, Federal Work Study program earnings, administrative cost allowances, and required University match, where applicable. The University also makes loans to certain eligible students under federal student loan programs and federally guaranteed loans are issued to students or to parents of students of the University by various financial institutions.

**Note 3. Federal Direct Student Loan Program**

The University participated in the Federal Direct Student Loan Program, including Federal Stafford Loans, Federal Unsubsidized Stafford Loans and Federal Parent Loans for Undergraduate Students. Expenditures include new loans processed for students during the year ended June 30, 2013.

**Note 4. Federal Perkins Loan Program**

During 2013, the University distributed \$668,682 in Perkins loans, which did not include any new federal funds. Loans outstanding at June 30, 2013, including the portion distributed from University funds, totaled \$6,497,733.



**Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance  
and Other Matters Based on an Audit of Financial Statements Performed in Accordance With  
Government Auditing Standards**

Board of Governors  
Antioch University  
Columbus, Ohio

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Antioch University which comprise the statement of financial position as of June 30, 2013, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October, 30 2013.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Antioch University's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Antioch University's internal control. Accordingly, we do not express an opinion on the effectiveness of Antioch University's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Antioch University's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance  
and Other Matters Based on an Audit of Financial Statements Performed in Accordance With  
*Government Auditing Standards* (Continued)**

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the University's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*McGladrey LLP*

Columbus, Ohio  
October 30, 2013



**Independent Auditor's Report on Compliance For Each Major Federal Program and Report on  
Internal Control over Compliance Required by OMB Circular A-133**

Board of Governors  
Antioch University  
Columbus, Ohio

**Report on Compliance for Each Major Federal Program**

We have audited Antioch University's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Antioch University's major federal programs for the year ended June 30, 2013. Antioch University's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of Antioch University's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Antioch University's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Antioch University's compliance.

**Opinion on Each Major Federal Program**

In our opinion, Antioch University complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2013.

**Independent Auditor's Report on Compliance For Each Major Federal Program and Report on  
Internal Control over Compliance Required by OMB Circular A-133 (Continued)**

**Report on Internal Control Over Compliance**

Management of Antioch University is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Antioch University's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Antioch University's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*McGladrey LLP*

Columbus, Ohio  
October 30, 2013

**Antioch University**

**Schedule of Findings and Questioned Costs  
Year Ended June 30, 2013**

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Section I - Summary of Auditor's Results

**Financial Statements**

Type of auditor's report issued:	<u>Unqualified</u>		
Internal control over financial reporting:			
Material weakness identified?	<u>          </u> yes	<u>  X  </u> no	
Significant deficiency identified not considered to be material weaknesses?	<u>          </u> yes	<u>  X  </u> none reported	
Noncompliance material to financial statements noted?	<u>          </u> yes	<u>  X  </u> no	

**Federal Awards**

Internal control over major programs:			
Material weakness identified?	<u>          </u> yes	<u>  X  </u> no	
Significant deficiency identified not considered to be material weaknesses?	<u>          </u> yes	<u>  X  </u> none reported	

Type of auditor's report issued on compliance for major programs:	<u>Unqualified</u>
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Any audit findings disclosed that are required to be reported in accordance with Section .510(a) of Circular A-133	<u>          </u> yes	<u>  X  </u> no
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**CFDA Number(s)**

**Name of Federal Program or Cluster**

84.063, 84.033, 84.007, 84.379, 84.038 and 84.268

Student Financial Assistance Cluster

Dollar threshold used to distinguish between Type A and Type B programs:	\$300,000
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Auditee qualified as a low risk auditee?	<u>  X  </u> yes	<u>          </u> no
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Antioch University

**Schedule of Findings and Questioned Costs (Continued)**  
**Year Ended June 30, 2013**

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**Section II - Financial Statement Findings**

There were no financial statement findings.

**Section III - Findings and Questioned Costs for Federal Awards**

There were no current year findings.

**Section IV – Schedule of Prior Year Findings**

There were no prior year findings.

## **Antioch University New England Board of Governors**

By accepting the invitation to join the Board of Governors of Antioch University, members accept responsibilities that include the duties of care and loyalty. The duty of care is the obligation to exercise appropriate diligence and judgment in making decisions concerning the University and its assets, which are held in trust for current and future generations. The duty of loyalty requires members to support the University in achieving its vision and vision and mission.

**Bruce Bedford**  
**Howard Alan Coleman, Chair**  
**Maureen Curley**  
**Katrin Y. Dambrot**  
**Lance Dublin**  
**Enrique Figueroa**  
**William Graves**  
**Carole Isom-Barnes**  
**Lillian Lovelace**  
**Elsa Luna**  
**Holiday Hart McKiernan**  
**Janet (“Jan”) M. Morgan**  
**James Morley, Jr.**  
**Paul Mutty, JD**  
**Charlotte M. Roberts**  
**Anne E. Smith**  
**Martha Summerville**

**Board Secretary: Leslie Bates**

## BIOGRAPHICAL SKETCH

Provide the following information for the key personnel and other significant contributors.  
Follow this format for each person. DO NOT EXCEED FOUR PAGES.

NAME George Tremblay		POSITION TITLE Professor and Director of Research	
eRA COMMONS USER NAME GTremblay			
EDUCATION/TRAINING <i>(Begin with baccalaureate or other initial professional education, such as nursing, and include postdoctoral training.)</i>			
INSTITUTION AND LOCATION	DEGREE <i>(if applicable)</i>	YEAR(s)	FIELD OF STUDY
University of Rhode Island, Kingston RI	B.A.	1981-1985	Psychology
University at Albany (SUNY), Albany NY	Ph.D.	1990-1996	Clinical Psychology
University of Mississippi & Veterans Affairs Medical Centers, Jackson MI	Pre-doctoral Clinical Residency	1995-96	Clinical Psychology

### A. Personal Statement.

The proposed project is unusual in the extent to which it aspires to represent both scholarly and practice stakeholders. I am well versed at residing in this nexus. I was hired into a PsyD (scholar-practitioner) program from a research professorship at the University of Missouri-Columbia, where I had managed a randomized clinical trial for three years. I have spent a decade developing program evaluation capacity—applying research skills in the service of informing practice—in three contexts: Antioch New England Institute, where I developed and directed the Program Evaluation Team; PEER Associates, a consulting group that I helped to found in 2003 (peerassociates.net); and Antioch's Center for Research on Psychological Practice (in collaboration with Jim Fauth, CROPP Director). In all of these contexts, my primary contributions are in the domains of methodological expertise (research design, data management, statistical analysis and reporting), management of research teams, and strategic planning. Although I am not a statistician, I have experience managing large and complex datasets (using SAS and SPSS), and I teach research methods and statistics in our doctoral program. In the pilot phases of the Integrated Care Evaluation project, I have served as our team's primary database designer, in addition to my management functions. I am thus well positioned to continue, in the expanded project we are proposing here, as our local data manager and liaison to the statistical expert.

### B. Positions and Honors.

#### Positions and Employment

1996 -1999 Research Assistant Professor, University of Missouri, Columbia MO  
1999 - 2002 Assistant Professor and Director of Research, Antioch Univ., Keene NH  
2003 - 2007 Associate Professor and Director of Research, Antioch Univ., Keene NH  
2000 - 2009 Assistant Director, Antioch Psychological Services Center, Keene NH  
2007 – Professor and Director of Research, Antioch Univ., Keene NH

#### Other Experience and Professional Memberships

1993 - member, American Psychological Association  
1995 - member, Association for Behavioral and Cognitive Therapies  
1996 - member, APA Divisions 12 (Clinical Psychology) and 53 (Clinical Child Psychology)  
1998 - member, Society for a Science of Clinical Psychology

### C. Selected peer-reviewed publications (in chronological order).

(Selected from 18 peer reviewed publications)

1. Tremblay, G.C., & Israel, A.C. (1998). Children's adjustment to parental death. *Clinical Psychology: Science and Practice*, 5, 424-438.
2. Tremblay, G.C., & Peterson, L. (1999). Prevention of childhood injury: Clinical and public policy issues. *Clinical Psychology Review*, 19, 415-434.
3. DiLillo, D., Tremblay, G.C., & Peterson, L. (2000). Linking childhood sexual abuse and abusive parenting: The mediating role of maternal anger. *Child Abuse & Neglect*, 24, 767-779.
4. Kruse, R.L., Ewigman, B., & Tremblay, G.C. (2001). The zipper: A method for using personal identifiers to link data while preserving confidentiality. *Child Abuse & Neglect*, 25, 1241-1248.
5. Gard, G., Tremblay, G.C., DiLillo, D., & Pantescio, V. (2002). Facilitating research in training clinics: Aspiring to the scientist-practitioner ideal. *The Behavior Therapist*, 25, 103-106.
6. Tremblay, G.C. & Landon, B. (2003). Research in prevention and promotion (adults & children). In M. Roberts & S. Ilardi (Eds.), *Methods of research in clinical psychology: A handbook* (pp. 354-373). Oxford, U.K.: Blackwell Publishers.
7. Peterson, L., Tremblay, G.C., Ewigman, B., & Saldana, L. (2003). Multi-level selected primary prevention of child maltreatment. *Journal of Consulting and Clinical Psychology*, 71, 601-612.
8. Tremblay, G.C., & Philips, M. (2009). Child, family, and couples therapy. In D. Richard & S. Huprich (Eds.), *Clinical Psychology: Assessment, Treatment, and Research* (pp. 329-350). Oxford, U.K.: Elsevier, Inc.

### C. Research Support

#### Ongoing Research Support

National Alliance for Mental Illness 1/1/2010 – 12/31/2012 (\$75,000 per year for evaluation)  
Three-year, statewide suicide prevention project, funded through SAMHSA's Garrett Lee Smith Memorial Act program. NAMI-NH secured the grant, and I am serving as the primary evaluator, through Antioch's Center for Research on Psychological Practice (James Fauth, Ph.D., Director).

Integrated Care Evaluation Project 9/08 - present

Promoting integration of behavioral health services and primary care in rural/underserved NH through evaluation and public policy.

Role: co-investigator.

Vision 20/20 1/09 –

Initiated by Cheshire Medical Center / Dartmouth-Hitchcock Keene, this project aims "to make the Keene area the healthiest community in the country by 2020." Antioch has been contracted to develop and conduct ongoing evaluation of this initiative, and I am a paid consultant in the design and implementation of the evaluation.

#### Completed Research Support

Monadnock Voices for Prevention 3/08 – 4/09

SAMHSA-funded strategic prevention (SPF-SIG) project targeting underage and binge drinking, across ten regions in NH that engaged in coordinated data gathering, strategic planning, and implementation processes. I served as a paid consultant and data analyst for the Monadnock region, and a member of State Epidemiological Outcomes Workgroup.

Quantifying a Relationship Between Place-based Learning and Environmental Quality 10/07 – 1/09

Funded by the Environmental Protection Agency to obtain existing published and unpublished data from environmental education programs focused on air quality, and assess the documented impact of those programs on actual measures of air quality.

Role: paid data management consultant and member of Steering Committee.

Program Evaluation and Educational Research (PEER) Associates 8/03 –

A team of evaluators providing multiple methods, utilization-focused evaluation and organizational consulting to educational organizations. A partial list of our completed reports can be found at [http://www.peerassociates.net/pages/PEER\\_Products/list](http://www.peerassociates.net/pages/PEER_Products/list). I am one of four founding partners, and my role in PEER's work is as a research design and data management consultant.

## BIOGRAPHICAL SKETCH

Provide the following information for the key personnel and other significant contributors.  
Follow this format for each person. **DO NOT EXCEED FOUR PAGES.**

<b>NAME</b> James Fauth  <b>eRA COMMONS USER NAME:</b> JFAUTH	<b>POSITION TITLE</b> Associate Professor		
<b>EDUCATION/TRAINING</b> <i>(Begin with baccalaureate or other initial professional education, such as</i>			
<b>INSTITUTION AND LOCATION</b>	<b>DEGREE (if applicable)</b>	<b>YEAR(s)</b>	<b>FIELD OF STUDY</b>
Hartwick College	B.A.	1993	Psychology
Western Carolina University	M.A.	1996	Clinical Psychology
The Pennsylvania State University	Ph.D.	2000	Counseling Psychology

### A. Personal Statement

Dr. Fauth is a core faculty member within the Clinical Psychology Department at Antioch University New England. The Clinical Psychology Department operates an APA-accredited doctoral program in Clinical Psychology (Psy.D.), and houses the Center for Research on Psychological Practice (CROPP), which is directed by Dr. Fauth, with contributions from Drs. Tremblay and Blanchard. Dr. Fauth and CROPP specialize in using Practice Based Participatory Research (PBPR) to create healthcare learning systems, thereby improving the provision of mental, behavioral, and wellness services in underserved community health settings. His role as PI for the project under immediate consideration is consistent with his role to date on previous grant-funded integrated care projects. In addition, Dr. Fauth has served as PI or co-PI for several other PBPR projects, including NAMI-NH's statewide Garrett Lee Smith Memorial Act suicide prevention project (funded by SAMSHA); Monadnock Voices for Prevention (one region of NH's SAMSHA-funded SPF-SIG alcohol prevention project); Monadnock Family Services in Keene, NH; Servicenet in Northampton, MA; Keene State College's Counseling Center (Garrett Lee Smith grant funded by SAMSHA); and Antioch University New England's Psychological Services Center. In addition to PBPR, Dr. Fauth's areas of expertise include integrated care; psychotherapy research and training; and program development and evaluation. He has published book chapters and peer-reviewed journal articles on these topics, and serves on the editorial board of three journals.

### B. Positions

1994-1996	Western Carolina University, Department of Clinical Psychology, Graduate Research Assistant
1996-1998	The Pennsylvania State University, Department of Counselor Education, Counseling Psychology, and Rehabilitation Services, Graduate Research Assistant
1998-1999	The Pennsylvania State University, Center for Counseling and Psychological Services, Graduate Assistant
1999-2000	The Pennsylvania State University, Center for Counseling and Psychological Services, Predoctoral Intern
2000-2002	University at Buffalo, Department of Counseling, School, and Educational Psychology, Assistant Professor
2002-present	Antioch University New England, Clinical Psychology Department, Associate Professor
2002-present	Antioch University New England, Center for Research on Psychological Practice (CROPP), Director
2004-present	Keene, NH, Private Psychotherapist

## **Other Experience and Professional Memberships**

- 1994-present Member, American Psychological Association
- 1998-present Member, Society for Psychotherapy Research
- 2003-present Member, Editorial Board, Psychotherapy Research (Editor: Dr. Chris Muran)
- 2004-present Member, Editorial Board, Psychotherapy: Theory, Research, Practice, Training (Editor: Dr. Mark Hilsenroth)
- 2005-2007 Member, Integrated HealthCare Subcommittee, Commission on Mental Health, State of New Hampshire
- 2007-present Member, Faculty Senate, Antioch University New England
- 2008-present Member, Editorial Board, Training and Education in Professional Psychology (Editor: Dr. Emil Rudolpho)
- 2008-present President, Faculty Senate, Antioch University New England
- 2008-present Member, organizing committee, Northeastern Chapter of the Society for Psychotherapy Research
- 2009-present Member, Mental Health Commission, State of NH

## **Honors**

- 1989-1993 Hartwick College, President's Scholarship
- 1993 Hartwick College, President's Student-Athlete of the Year Award
- 1993 Hartwick College, Cum Laude
- 1996 The Pennsylvania State University, Graham Fellowship
- 1998 The Pennsylvania State University, Drexel Award
- 1999 The Pennsylvania State University, Wilson Graduate Fellowship
- 2008 Antioch University New England, Finalist, President's Community Service Award

## **C. Selected peer-reviewed publications (in chronological order)**

1. Klaczynski, P. A., & Fauth, J. (1996). Intellectual ability, rationality, and intuitiveness as predictors of warranted and unwarranted optimism for future life events. *Journal of Youth and Adolescence*, 25, 755-773.
2. Klaczynski, P. A., & Fauth, J. (1997). Developmental differences in memory-based intrusions and self-serving statistical reasoning biases. *Merrill-Palmer Quarterly*, 43, 539-566.
3. Klaczynski, P. A., Gordon, D. H., & Fauth, J. (1997). Goal-oriented critical reasoning and individual differences in critical reasoning biases. *Journal of Educational Psychology*, 89, 470-485.
4. Klaczynski, P. A., Fauth, J., & Swanger, A. (1998). Adolescent identity: Rational versus experiential processing, formal operations, and critical thinking beliefs. *Journal of Youth and Adolescence*, 27, 185-207.
5. Williams, E. N., & Fauth, J. (2005). A psychotherapy process study of therapist in-session self-awareness. *Psychotherapy Research*, 15, 374-381.
6. Fauth, J., & Williams, E. N. (2005). The in-session self-awareness of therapist-trainees: Hindering or helpful? *Journal of Counseling Psychology*, 52, 443-447.
7. Fauth, J. (2006). Toward more (and better) countertransference research. *Psychotherapy: Theory, Research, Practice, Training*, 43, 16-31.
8. Fauth, J., & Hayes, J. A. (2006). Counselors' stress appraisals as predictors of countertransference behavior with male clients. *Journal of Counseling and Development*, 84, 430-440.
9. Fauth, J., Gates, S., Vinca, M., Boles, S., & Hayes, J. A. (2007). Big ideas for psychotherapy training. *Psychotherapy: Theory, Research, Practice, Training*, 44, 384-391.

## C. Research Support

### Ongoing Research Support

Endowment for Health Fauth (PI) 9/08-present

The Integrated Care Evaluation Project: Promoting integration of behavioral health services and primary care in rural/underserved NH through evaluation and public policy

To support, improve, and expand integrated care services for underserved NH adults and families through systematic cycles of utilization-focused evaluation at local and cross-site levels, thereby creating a model for ongoing evaluation of integrated care and advancing health care policy in the state.

Role: PI

Cheshire Medical Center/Dartmouth Hitchcock Keene Nordstrom (PI) 1/09-present  
Vision 2020

Initiated by Cheshire Medical Center / Dartmouth-Hitchcock Keene, this project aims "to make the Keene area the healthiest community in the country by 2020." Antioch has been contracted to develop and conduct ongoing evaluation of this initiative, and I am a paid consultant in the design and implementation of the evaluation.

Role: Evaluation consultant

SAMHSA	Norton (PI)	1/10-present
NAMI NH Statewide Garrett Lee Smith Project		
PBPR will be used to address the process, outcomes and impact of this statewide prevention program directed by NAMI NH, as well as contribute to the national cross-site evaluation. The resulting evaluation data will be driven back into stakeholder-driven efforts to improve the program over time.		
Role: Co-evaluator		

### Completed Research Support

The Pennsylvania State University Fauth (PI) 1999-2000

Counselors' stress appraisals as predictors of countertransference behavior with male clients.

Analog study designed to detect the extent to which therapists' male gender role norms predicted their stress appraisals and countertransference behavior with traditional versus nontraditional male clients.

Role: PI

State of New York/United University Professions Fauth (PI) 2000-2001

The in-session self-awareness of therapist-trainees: Hindering or helpful?

Investigated the influence of therapists experience and management of in-session self-awareness on psychotherapy process

Role: Co-PI

University at Buffalo Williams (PI) 2001-2002

A psychotherapy process study of therapist in-session self-awareness.

Investigated the influence of therapists' in-session experience and management of self-awareness on their interpersonal behavior with clients.

Role: Co-investigator

Monadnock Family Services Fauth (PI)

MFS Adolescent Psychotherapy Study

This study will investigate the effects of providing MFS therapists with timely client progress information and training in brief psychotherapy on the effectiveness and efficiency of their therapy with adolescent clients

(age 12-18). Specifically, the objectives of the study are threefold: 1) to assess the effects of providing timely client progress information to therapists on client process and outcome; 2) to assess the effects of a brief therapy training program on client process and outcome; and 3) to assess therapists' perceptions toward and application of a brief therapy training program.

Role: PI

Monadnock Family Services

Fauth (PI)

MFS/ANE Collaborative Clinical Care Project

Through the Collaborative Clinical Care Project, we intend nurture and develop highly collaborative, consumer driven, and outcome-informed treatment culture and practices via careful program design, evaluation, reflection, and improvement. We hope that this MFS-Antioch partnership will help us learn together, through disciplined and rigorous inquiry, how to best promote collaborative practices with clients to promote more successful mental health and substance abuse outcomes for MFS clients.

Role: PI

SAMHSA

Wiggum (PI)

6/06-12/08

Keene State College Garrett Lee Smith Project

Project was designed to prevent suicide on campus via gatekeeper training, social norms promotion, and town-gown collaboration

Role: Co-evaluator

Endowment for Health

Fauth (PI)

10/06-9/08

ANE Rural Collaborative Care Planning Project

To plan a model collaborative mental and behavioral health care program (MBHC) in Sullivan County by engaging in a careful planning process with area stakeholders and expert consultants that balances best practice information with local realities and constraints.

Role: PI

SAMSHA

NH DHHS (PI)

4/08-present

Monadnock Voices for Prevention (Region G, New Hampshire)

SAMHSA-funded strategic prevention (SPF-SIG) project targeting underage and binge drinking, across ten regions in NH that engaged in coordinated data gathering, strategic planning, and implementation processes.

Role: Co-evaluator

**Antioch University New England**  
**DHHS DCYF FAST Forward/System of Care Sub-Award**  
**Key Administrative Personnel**

<b>Position</b>	<b>Name</b>	<b>Annual Salary</b>	<b>% Salary from DCYF FAST Forward Contract</b>	<b>Active Participation in Project</b>
Campus President	David A. Caruso, PhD	210,282.18	0%	No
Vice President Academic Affairs	Stephen Neun, PhD	137,865.00	0%	No
Campus Finance Director	Kathleen Curtiss	73,835.00	0%	No
Administrative and support activities by these Campus Administrators are covered through Facilities and Administrative costs; no direct costs are allocated from this contract to these individuals.				

GAC 5/27  
#37 MJ7



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

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

Nicholas A. Toumpas  
Commissioner

Mary Ann Cooney  
Associate  
Commissioner

March 24, 2014

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

SOLE SOURCE

**REQUESTED ACTION**

100% Federal funds

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families to exercise a renewal option to existing sole source agreement with Antioch University New England, (Vendor #177687 B004), 40 Avon Street, Keene, NH 03431-3516, to provide project evaluation services by increasing the price limitation by \$172,695 from \$200,742 to \$373,437 and extending the contract completion date from June 30, 2014 to June 30, 2015. The Governor and Executive Council approved the original agreement on July 10, 2013, (Item #38).

Funds are available in the following accounts in the State Fiscal Years 2013, 2014 and 2015 with the ability to adjust encumbrances between State fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-95-958010-0833 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, COMMUNITY BASED CARE SERVICES, SYSTEM TRANSFORMATIONS FOR YOUTH

State Fiscal Year	Class/Object	Title	Activity Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2013	102-500732	Contracts for Program Services	95800833	\$28,047.00	\$0.00	\$28,047
<b>Sub Total SYF 2013:</b>				<b>\$28,047.00</b>	<b>\$0.00</b>	<b>\$28,047</b>

05-95-42-421010-1238 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, STAY GRANT

State Fiscal Year	Class/Object	Title	Activity Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Program Services	42103802	\$172,695	\$0	\$172,695
2015	102-500731	Contracts for Program Services	42103802	\$0	\$172,695	\$172,695
<b>Sub Total SFY 2014 &amp; 2015:</b>				<b>\$172,695</b>	<b>\$172,695</b>	<b>\$345,390</b>
<b>Contract Total Amount:</b>				<b>\$200,742</b>	<b>\$172,695</b>	<b>\$373,437</b>

### EXPLANATION

The original **sole source** agreement approved by Governor and Executive Council on July 10, 2013 (Item #38) included provisions for two (2) one-year extensions of this contract subject to the continued availability of funds, satisfactory Contractor performance of services and Governor and Executive Council approval. The extension for this contract will enable this key grant partner to continue to work on the development of the grant evaluation and the collection and analysis of data from this program.

Other than the extension of the completion date and amended price limitation outlined above, all other terms and conditions remain unchanged from the original agreement approved by the Governor and Executive Council on July 10, 2013, (Item #38).

The original request was sole source because the Substance Abuse and Mental Health Services Administration required states applying for the System of Care Expansion Implementation grant to identify a specific participating organization in their grant submissions. Antioch University New England was uniquely qualified to conduct the required evaluation of this project because faculty at Antioch's Center for Research on Psychological Practice possess a comprehensive understanding of the Systems of Care and Wraparound models with experience in conducting large-scale evaluations of community-based projects. After a thorough review, Substance Abuse and Mental Health Services Administration awarded the State of New Hampshire a System of Care Implementation Grant based largely on the qualifications of this organization.

This grant, known in New Hampshire as FAST Forward, is being used to develop a sustainable system of care infrastructure for children and youth with serious emotional, behavioral and/or mental challenges and their families. The infrastructure development will expand the array of supports for children and youth who are involved with two or more systems, and are at risk for out of home placement.

Project evaluation services for the System of Care Grant are necessary to measure project activities that have been designed to improve a sustainable system of care infrastructure and services. The extension will allow the vendor to complete any required analysis to provide all data required at the national evaluation in accordance with Substance Abuse and Mental Health Services Administration and a utilization-focused evaluation for the State of New Hampshire.

Should Governor and Council not authorize this request; the momentum to transform our children's mental health service delivery system will be significantly impaired. The progress and collaborative work to date of the public systems, family organizations and community providers will likely dissipate and the opportunity to improve outcomes for New Hampshire's children and youth, and their families will be lost.

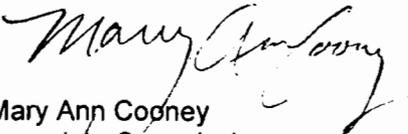
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
Page 3 of 3

Area Served: Statewide.

Source of Funds: 100% Federal

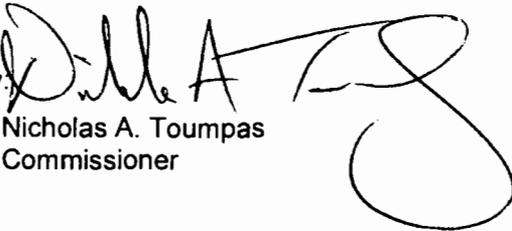
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Codney  
Associate Commissioner

Approved By:



Nicholas A. Toumpas  
Commissioner

New Hampshire Department of Health and Human Services  
Project Evaluation Services Contract



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Project Evaluation Services Contract

Antioch University  
d/b/a

This first Amendment to the Project Evaluation Services Contract (hereinafter referred to as "Amendment #1") dated this 19th day of February, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Antioch University New England (hereinafter referred to as "the Contractor"), an Ohio nonprofit corporation with a place of business at 40 Avon Street Keene, NH 03431-3516.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013 (Item #38), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Section 2, the State may extend the terms of the contract for up to two (2) 1-year terms by mutual agreement of the parties, upon acceptable performance of the Scope of Services, availability of funding, and subsequent approval of the Governor and Executive Council;

WHEREAS, the State and Contractor have agreed to extend the terms of the contract by one year due to acceptable performance of Contract and the availability of funding;

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

Amend as follows:

- Form P-37, Item 1.7, Completion Date, to read:  
06/30/15
- Form P-37, Item 1.8, Price Limitation, to read:  
\$373,437
- Exhibit B, Payment Method, Item 1, to read:  
DHHS shall pay the Contractor an amount not to exceed \$373,437.
- Exhibit B, Payment Method, Item 2, to read:  
The contract period is effective the date of the Governor and Executive Council approval through 06/30/15.
- Exhibit B, Payment Method, Item 10, to read:  
This Agreement is funded by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA) as follows:  
CFDA #: 93.243  
Federal Agency: U.S. Department of Health and Human Services  
Program Title: System of Care Expansion Implementation  
Amount: \$373,437

Contractor Initials:

Date:

3/7/14

**New Hampshire Department of Health and Human Services  
Project Evaluation Services Contract**



- 
- Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, to read:  
From: 5/1/2013 To: 6/30/15
  - Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read:  
05/01/13 through 06/30/15

Contractor Initials:

Handwritten initials, possibly 'P.S.', written in black ink.

Date:

3/7/14



New Hampshire Department of Health and Human Services  
Project Evaluation Services Contract

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

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

State of New Hampshire  
Department of Health and Human Services

3/14  
Date

Mary Ann Gooney  
Mary Ann Gooney  
Associate Commissioner

Antioch University ~~of New Hampshire~~ ANTIOCH UNIVERSITY  
NEW ENGLAND  
Timothy Jordan

March 7, 2014  
Date

NAME: Timothy Jordan  
TITLE: VICE PRESIDENT OF THE CORPORATION  
AND VICE CHANCELLOR OF FINANCE

Acknowledgement:  
State of NH, County of Cheshire on March 7, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Rebecca E. Todd  
Name and Title of Notary or Justice of the Peace



Contractor Initials: [Signature]  
Date: 3/14/14

New Hampshire Department of Health and Human Services  
Project Evaluation Services Contract



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

OFFICE OF THE ATTORNEY GENERAL

4-3-14  
Date

Rosemary Wiant  
Name: *Rosemary Wiant*  
Title: *Asst Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

Contractor Initials: *RF*  
Date: 3/1/14

G+C 7-10-13 #38 JAC



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

Nicholas A. Toumpas  
Commissioner

Maggie Bishop  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3867  
603-271-4461 1-800-852-3345 Ext. 4461  
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 10, 2013

*Side Source  
100% Federal*

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth & Families to enter into a **sole source** Agreement with Antioch University New England, vendor number 177687-B004, to provide project evaluation services, in an amount not to exceed \$200,742 effective June 5, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2014. Funds to support this request are available in the following account in State Fiscal Year 2013 and funds for State Fiscal Year 2014 are anticipated to be available upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts if needed and justified between State Fiscal Years.

**05-95-95-958010-0833 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:COMMISSIONER, COMMUNITY BASED CARE SERVICES, SYSTEM TRANSFORMATIONS FOR YOUTH**

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>Total</u>
102-500732	Contracts for Program Services	95800833	\$28,047	\$ 0	\$28,047

**05-95-49-490510-2984 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:DIV OF COMMUNITY BASED CARE SERVICES, COMMUNITY BASED CARE SERVICES, ST4Y GRANT**

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>Total</u>
102-500732	Contracts for Program Services	49052984	\$ 0	\$172,695	\$172,695
<b>Total</b>			<b>\$28,047</b>	<b>\$172,695</b>	<b>\$200,742</b>

**EXPLANATION**

This request is **sole source** because the Substance Abuse and Mental Health Services Administration (SAMHSA) required states applying for the System of Care Expansion Implementation grant to identify specific participating organizations in their grant submissions. Antioch University New England is uniquely qualified to conduct the

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

May 10, 2013

Page 2

required evaluation of this project Faculty at Antioch's Center for Research on Psychological Practice (CROPP) have a comprehensive understanding of the Systems of Care and Wraparound models and have experience in conducting large-scale evaluations of community-based projects. Based largely on the qualifications of this organization and after a thorough review, SAMHSA awarded the State of New Hampshire a System of Care Implementation grant.

This grant, known in New Hampshire as FAST Forward, is being used to develop a sustainable system of care infrastructure for children and youth with serious emotional, behavioral and/or mental health challenges and their families. The infrastructure development will expand the array of supports for children/ and youth who are involved with two or more systems and who are at risk of out of home placement.

Antioch University New England will serve as the project evaluator. The evaluation will measure the project activities that have been designed to improve infrastructure and services for children and youth with serious emotional disturbance, and their families, at the systems, community/practice and youth/family levels. CROPP subscribes to a utilization-focused evaluation perspective designed to maximize applicability, use, and impact of evaluation findings by engaging stakeholders in ongoing cycles of feedback, reflection and improvement. CROPP will also provide all required data to the national evaluation in accordance with SAMHSA specification.

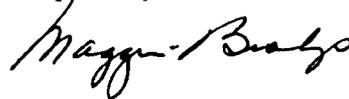
Should the Governor and Executive Council determine to not authorize this agreement, the momentum to transform our children's mental health service delivery system will be significantly impaired. The progress and collaborative work to date of public systems, family organizations and community providers will likely dissipate as a return to the status quo manifests itself. The opportunity to improve outcomes for New Hampshire's children and youth, and their families, may be lost

Area served: statewide.

Source of funds: 100% Federal Funds.

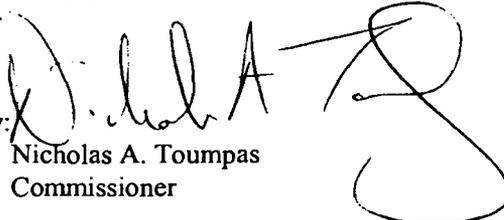
In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

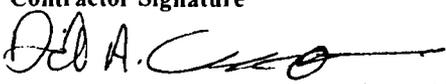
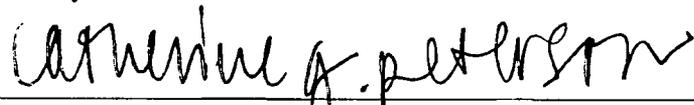
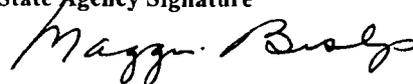
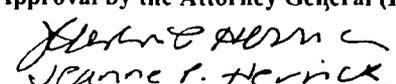
Subject: \_\_\_\_\_

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Division of Children, Youth & Families		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Antioch University New England		<b>1.4 Contractor Address</b> 40 Avon Street Keene, NH 03431-3516	
<b>1.5 Contractor Phone Number</b> 603-357-3122	<b>1.6 Account Number</b> 05-95-958010-08330000-102-500731	<b>1.7 Completion Date</b> 6/30/14	<b>1.8 Price Limitation</b> \$200,742
<b>1.9 Contracting Officer for State Agency</b> Maggie Bishop		<b>1.10 State Agency Telephone Number</b> 603-271-4440	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> David Caruso, Ph.D., President	
<b>1.13 Acknowledgement:</b> State of <u>New Hampshire</u> , County of <u>Cheshire</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		<b>CATHERINE G. PETERSON</b> NOTARY PUBLIC STATE OF NEW HAMPSHIRE My commission expires Oct. 26, 2016	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Maggie Bishop, Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  <u>Jeanne P. Herrick, Attorney</u> On: <u>4 Jun. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 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.

# ANTIOCH UNIVERSITY

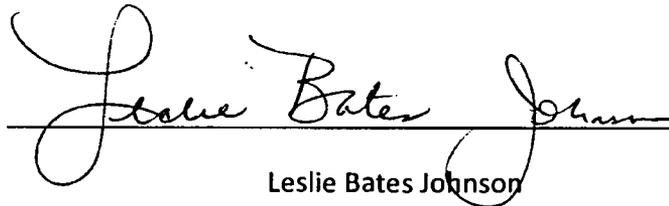
Board of Governors | 888 Dayton Street, Suite 102, Yellow Springs, OH 45387 | 937.769.1345 | [www.antioch.edu](http://www.antioch.edu)

## **CERTIFICATION** **(Corporation with Seal)**

I, Leslie Bates Johnson, Assistant Secretary of Antioch University do hereby certify that:

- (1) I am the duly elected and acting Assistant Secretary of the Antioch University, an Ohio corporation;
- (2) I am duly authorized to issue certificates;
- (3) The attached is a true, accurate and complete copy of the resolution adopted by the Board of Governors of Antioch University at a meeting of the said Board of Governors held on the 8<sup>th</sup> day of June, 2012, which meeting was duly held in accordance with Ohio law and the by-laws of the Corporation. The resolution elects David Caruso as Vice President of the Corporation and President of Antioch University New England, an operating division of Antioch University;
- (4) The attached resolution has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;
- (5) Antioch University does business as Antioch University New England and desires to enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by Antioch University dba Antioch University New England of certain evaluation work for a New Hampshire state grant;
- (6) That David Caruso, Ph.D., in his capacity as Vice President of the Corporation and President of Antioch University New England, is authorized on behalf of this Corporation to enter into the said contract with the State of New Hampshire and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation, any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as he may deem necessary, desirable or appropriate to accomplish the same;
- (7) That the signature of said David Caruso, Vice President of the Corporation and President of Antioch University New England, affixed to any instrument or document described in or contemplated by the aforementioned contract with the State of New Hampshire shall be conclusive evidence of the authority of said officer to bind this Corporation thereby.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the Corporation and have affixed its corporate seal this 10th day of May, 2013.

  
\_\_\_\_\_  
Leslie Bates Johnson

STATE OF OHIO

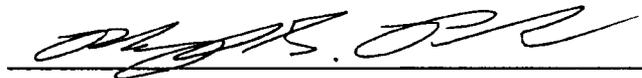
COUNTY OF CLARK

On this 10<sup>th</sup> day of May 2013, before me, Rodney G. Perks, the undersigned officer, personally appears Leslie Bates Johnson, who acknowledged herself to be the Assistant Secretary of Antioch University, a corporation, and that she as such Assistant Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Leslie Bates Johnson.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.

RODNEY G PERKS  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXP.  
MARCH 16, 2018

  
\_\_\_\_\_

Notary Public / Justice of the Peace

My Commission Expires: 3-16-18

# ANTIOCH UNIVERSITY

Board of Governors | 888 Dayton Street, Suite 102, Yellow Springs, OH 45387 | 937.769.1345 | www.antioch.edu

Approved X

## RESOLUTION 6.8.12:11

RESOLVED, that the following persons be elected to serve as officers for the fiscal year commencing July 1, 2012:

President and Secretary of the Corporation and Chancellor of the University.....	Felice Nudelman
Vice President of the Corporation and Vice Chancellor of the University/CFO.....	J. Pari Sabety
Vice President of the Corporation and President of Antioch New England.....	David Caruso, PhD
Vice President of the Corporation and Interim President of Antioch University Midwest.....	Ellen Hall, PhD
Vice President of the Corporation and President of Antioch University Seattle.....	Cassandra Manuelito-Kerkvliet, PhD
Vice President of the Corporation and Interim President of Antioch University Los Angeles.....	Tex Boggs, PhD
Vice President of the Corporation and President of Antioch University Santa Barbara.....	Nancy Leffert, PhD
Assistant Secretary of the Corporation.....	Leslie Bates

## NH Department of Health and Human Services

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Antioch University New England**

1. The work described herein will be performed by, or under the supervision of, Drs. James Fauth and George Tremblay, who were selected due to their blend of community-based evaluation and content expertise, and who contributed the evaluation design to the successful FAST Forward grant application. The major evaluation domains are organized below in three elements: Infrastructure Performance Measures; Service Performance Measures; Mapping Patterns of Care Allocation, Outcomes, and Expenditures.

**2. Infrastructure Performance Measures**

**Data to be collected directly by evaluation team.**

- a. The number and percent of family/youth involved with evaluation oversight (annual).
- b. Community readiness/capacity for wraparound (baseline)
- c. The number and nature of collaborations developed among agencies (annual).

**Data to be collected by program staff and delivered to evaluation team for analysis and reporting.**

- d. The number of policy changes, including financing (annual).
- e. The amount of pooled or braided funding (annual).
- f. The number of credentialing changes (annual).
- g. The number of stakeholders exposed to mental health awareness messages through program activities (annual).
- h. The number and percent of family/youth on the Steering Committee (annual).

**3. Service Performance Measures**

**Data to be collected directly by evaluation team.**

- a. Fidelity of team practices to the Wraparound model via the WFAS Team Observation Measure for 20% of wraparound teams (ongoing).
- b. Fidelity of case documentation via the WFAS Documentation Review Measure for 20% of all cases (ongoing).
- c. Extent to which the youth/family discharge profile fits the specified discharge criteria for 20% of all cases after discharge (ongoing).
- d. Quality of high frequency community services via the Level of Evidence-Based Practice Implementation Index (ongoing).

**Data to be collected by program staff and delivered to evaluation team for analysis and reporting.**

- a. Family/caregiver self report of fidelity to the wraparound process via the Wraparound Fidelity Index (6-months post intake and annually thereafter).
- b. The child's needs and strengths via the CANS.
- c. The required NOMS indicators (Functioning, Education, Crime and Criminal Justice, Stability in Housing, Social Support/Connectedness, Perception of Care) via the CMHS Child Outcome Measures for Discretionary Programs (Baseline, every 6 months, discharge)

Contractor Initials: DAC

Date: 4/25/12

NH Department of Health and Human Services

**EXHIBIT A  
SCOPE OF SERVICES**

**Antioch University New England**

**4. Mapping Patterns of Care Allocation, Outcomes, and Expenditures**

The contractor will monitor and convert into readily understandable metrics and graphic displays the allocation of service types, density of service delivery, and distribution of those services by family characteristics. This information, along with a data dashboard of all performance indicators, will be updated quarterly and shared with program stakeholders to support responsive decision-making.

5. The contractor will enter all required data into the TRAC (Transformational Accountability) web system within 7 days of receipt of data.

Contractor Initials: DAK  
Date: 4/25/13

**NH Department of Health and Human Services**

**EXHIBIT B  
PAYMENT METHOD**

Antioch University New England

1. DHHS shall pay the Contractor an amount not to exceed \$200,742 for the services provided pursuant to Exhibit A – Scope of Services.
2. The contract period is effective May 1, 2013 or upon approval of Governor and Executive Council, whichever is later, through June 30, 2014.
3. The Contractor must complete, and DHHS must approve and accept, all required services as outlined in the Exhibit A – Scope of Services prior to the release of payments to the Contractor.
4. Any work performed by the Contractor prior to the Effective Date of the contract will not be allowable for reimbursement under this contract.
5. The contractor must submit quarterly invoices for reimbursement that clearly identify the amount requested and the services performed during that time period.
  - a. The invoice must include, in addition to the amount, a detailed account of the work performed, and a list of all deliverables completed during that prior month, as outlined in the Exhibit A – Scope of Services.
  - b. The invoice must separately identify any work and amount attributable and performed by an approved subcontractor, if applicable.
  - c. The difference between the Contractor's federally negotiated indirect cost rate of 45.8% of modified total direct costs and the included rate of 26% shall constitute the Contractor's required matching funds. With each Quarterly invoice to DHHS, the Contractor shall state the dollar amount of such match for that Quarter, and certify that the match was not derived from federal funds or used as match against any other state contract or federal program. The Contractor will further certify that this match was allocated to cover Facilities and Administrative costs associated with the delivery of the Services provided in Exhibit A - Scope of Services.
6. For work performed by any approved subcontractor, the Contractor must include the original invoice (or copy of) received from the subcontractor when submitting the Contractor's monthly invoice to DHHS. The Contractor is responsible for reviewing, approving and paying subcontractors directly. DHHS is not responsible for reimbursement to the Contractor.
7. DHHS shall make payment to the Contractor within thirty (30) days of receipt of each invoice.

Contractor Initials: DAE  
Date: 4/25/13

NH Department of Health and Human Services

**EXHIBIT B  
PAYMENT METHOD**

Antioch University New England

8. The Contractor may amend the contract budget through line item increases, decreases or the creation of a new line item provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State. Notwithstanding paragraph 18 of the P-37, any amendment limited to the terms of this paragraph does not require additional approval of Governor and Executive Council.
  
9. Contractor invoices must be submitted to:  
DHHS, Office of Human Services  
Division of Children, Youth & Families  
129 Pleasant Street, Concord, NH 03301  
ATTN: Erica Ungarelli
  
10. This Agreement is funded by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:  
  
CFDA#: 93.243  
Federal Agency: U.S. Department of Health and Human Services  
Program Title: System of Care Expansion Implementation  
Amount: \$200,742

Contractor Initials: DAE  
Date: 4/25/13

## 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.

## NH Department of Health and Human Services

Exhibit C-1  
ADDITIONAL SPECIAL PROVISIONSAntioch University New England

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

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

2. This contract shall commence upon Governor and Executive Council approval or May 1, 2013, whichever is later, and terminate on June 30, 2014, with the option for two (2) 1-year extensions of the term of the contract to be exercised by mutual agreement by the parties, upon acceptable performance of the Scope of Services, availability of funding, and subsequent approval by the Governor and Executive Council.
3. Replace Paragraph 15 of Exhibit C with the following:

**Prior Approval and Copyright Ownership:**

The parties agree to joint ownership of the project products and outcomes and to collaborate, insofar as possible, on presentations, publications and other efforts to disseminate the findings to the scientific community and the general public. Antioch University New England Center for Research on Psychological Practice (CROPP) agrees to submit for the Department of Health and Human Services review 30 days prior to the publication of any report, or the public disclosure of any information that has been provided to the Center for Research on Psychological Practice by the Department of Health and Human Services pursuant to this agreement.

4. Paragraph 9.2 of the General Provisions of this agreement relating to data access is deleted.

**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: DAC  
Date: 4/25/13

- (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.

Antioch University New England From: 5/1/2013 To: 6/30/2014  
 \_\_\_\_\_  
 (Contractor Name) (Period Covered by this Certification)

David Caruso, President  
 \_\_\_\_\_  
 (Name & Title of Authorized Contractor Representative)

 4/25/13  
 \_\_\_\_\_  
 (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: 05/01/13 through 06/30/14

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

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

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

  
(Contractor Representative Signature)

David Caruso, President  
(Authorized Contractor Representative Name & Title)

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Antioch University New England  
(Contractor Name)

4/25/13  
(Date)

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**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.

Contractor Initials: DA C

Date: 4/25/13

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: DAC

Date: 4/25/13

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

	David Caruso, President
_____ (Contractor Representative Signature)	_____ (Authorized Contractor Representative Name & Title)
Antioch University New England	4/25/13
_____ (Contractor Name)	_____ (Date)

Contractor Initials: DAE  
Date: 4/25/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
 (Contractor Representative Signature)

David Caruso, President  
 (Authorized Contractor Representative Name & Title)

Antioch University New England  
 (Contractor Name)

4/25/13  
 (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.

Contractor Initials: DAK  
Date: 4/25/13

(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.

Department of Health & Human Services  
~~Division for Community Based Care Services~~ Division for Antioch University New England  
The State Agency Name Children, Youth & Families Name of the Contractor

Maggie Bishop  
Signature of Authorized Representative

David Caruso  
Signature of Authorized Representative

~~Nancy R. Rink~~ Maggie Bishop  
Name of Authorized Representative

David Caruso  
Name of Authorized Representative

~~Associate Commissioner~~ Director  
Title of Authorized Representative

President  
Title of Authorized Representative

5/17/13  
Date

4/25/13  
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.

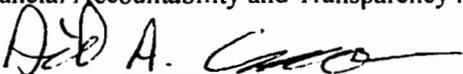
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.

 \_\_\_\_\_ David Caruso, President

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

Antioch University New England \_\_\_\_\_ 4/25/13

(Contractor Name) (Date)

Contractor initials: DAC  
 Date: 4/25/13  
 Page # \_\_\_\_\_ of Page # \_\_\_\_\_

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

Bidder/Program Name: Antioch University New England

Budget Request for: DCYF SAMSHA Fast Forward  
(Name of RFP)

Budget Period: 1 May 2013 through 30 June 2013

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Costs
1. Total Salary/Wages	\$ 15,534	\$ 4,039	\$ 19,573	
2. Employee Benefits	\$ 4,809	\$ 1,250	\$ 6,060	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 667	\$ 173	\$ 840	
6. Travel	\$ 1,250	\$ 325	\$ 1,575	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Stipends for families/youth participants	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 22,260</b>	<b>\$ 5,788</b>	<b>\$ 28,047</b>	

Indirect As A Percent of Direct **26.0%**

**Antioch University New England**

DCYF SAMSHA FAST Forward

**Budget Narrative FY 13**

**Salaries, Wages and Benefits** **\$20,343.**

Salary for Project Directors Fauth and Tremblay, for a Project Manager, are budgeted as a percentage of institutional base salary. Benefits are standard benefits for all Antioch University employees (graduate research assistants are paid at an hourly rate and do not receive benefits). During FY 2013 personnel time will be minimal, dependent on program progress at the Division; it is unlikely that the Project Manager position will be filled until FY 14.

**Supplies** **\$667.**

Basic office supplies to support the evaluation team's correspondence, analysis, record keeping and reporting requirements.

**Travel** **\$1250.**

Significant travel to Concord and other service sites designated by the Division is anticipated during the early project phases as members of the evaluation team participate in initial face-to-face planning and implementation meetings with Division staff and with the other subcontractors for the project. Up to 20 round trips between Keene NH and Concord, and other locations, are budgeted at \$0.555 per mile.

**Indirect Costs** **\$5788.**

Indirect costs are calculated at the fixed rate of 26% of direct costs. The difference between this recovered rate and Antioch University New England's federally negotiated F&A rate of 45.8% is mutually agreed to constitute AUNE's cost share.

**Total** **\$28,048.**

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

Bidder/Program Name: Antioch University New England

Budget Request for: DCYF SAMSHA Fast Forward  
 (Name of RFP)

Budget Period: 1 July 2014 through 30 June 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 93,203	\$ 24,233	\$ 117,435	
2. Employee Benefits	\$ 28,856	\$ 7,503	\$ 36,359	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 4,000	\$ 1,040	\$ 5,040	
6. Travel	\$ 7,500	\$ 1,950	\$ 9,450	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
Software	\$ -	\$ -	\$ -	
9. Marketing/Communications	\$ -	\$ -	\$ -	
10. Staff Education and Training	\$ -	\$ -	\$ -	
11. Subcontracts/Agreements	\$ -	\$ -	\$ -	
12. Other (specific details mandatory):	\$ 3,500	\$ 910	\$ 4,410	
Stipends for families/youth participants	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ 137,059	\$ 35,635	\$ 172,694	

26.0%

Indirect As A Percent of Direct

**Antioch University New England**

DCYF SAMSHA FAST Forward

**Budget Narrative FY 14**

**Salaries, Wages and Benefits** **\$122,059**

Salary for Project Directors Fauth and Tremblay, for a part-time Project Manager, and for graduate research assistants are budgeted as a percentage of institutional base salary. Benefits are standard benefits for all Antioch University employees (graduate research assistants do not receive benefits).

**Supplies** **\$4000.**

Purchase of wraparound fidelity measures and other tools as necessary to support the project evaluation.

**Travel** **\$7500.**

Significant travel to Concord and throughout the state is anticipated to participate in initial face-to-face planning and implementation meetings, as well as to conduct readiness interviews. Up to 20 round trips between Keene NH and Concord, and other locations, are budgeted at \$0.555 per mile.

**Participant Stipends** **\$3500.**

Stipends to youth participants and families involved in the wrap-around services who are participating in the evaluation process.

**Indirect Costs** **\$35,635.**

Indirect costs are calculated at the fixed rate of 26% of direct costs. The difference between this recovered rate and Antioch University New England's federally negotiated F&A rate of 45.8% is mutually agreed to constitute AUNE's cost share.

**Total** **\$172,694**