

38



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 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
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
Total			\$28,047	\$172,695	\$200,742

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.

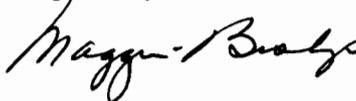
Should the Governor and Executive Council determine to not authorize this agreement, the momentum to transform our children's mental health service delivery system will be significantly impaired. The progress and collaborative work to date of public systems, family organizations and community providers 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.

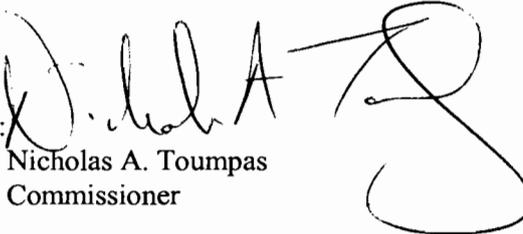
In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop
Director

Approved by:



Nicholas A. Toumpas
Commissioner

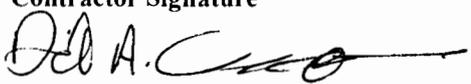
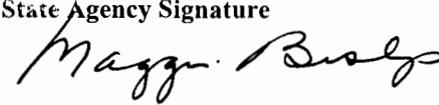
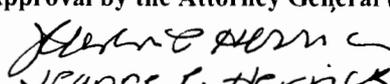
Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

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

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 8th 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

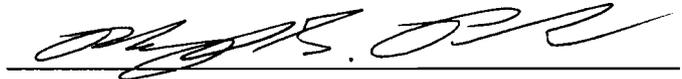
COUNTY OF CLARK

On this 10th 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 

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: DAKDate: 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

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.

[Handwritten Signature]
(Contractor Representative Signature)

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

Antioch University New England
(Contractor Name)

4/25/13
(Date)

Contractor Initials: DAC
Date: 4/25/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Initials: 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.

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

(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



(Contractor Representative Signature)

David Caruso, President

(Authorized Contractor Representative Name & Title)

Antioch University New England

(Contractor Name)

(Date)

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

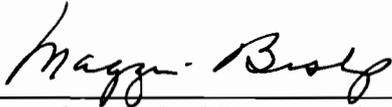
Department of Health & Human Services

~~Division of Community Based Care Services~~ Division for

Antioch University New England

The State Agency Name Children, Youth & Families

Name of the Contractor



Signature of Authorized Representative



Signature of Authorized Representative

~~Nancy K. Rollins~~ 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.

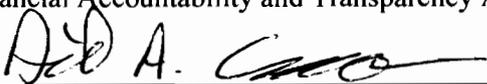
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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)

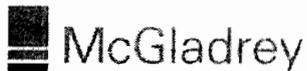
Contractor initials: DAC
 Date: 4/25/13
 Page # _____ of Page # _____

Antioch University

**Financial Report
June 30, 2012**

Contents

Independent Auditor's Report	1
Financial Statements	
Statements of Financial Position	2
Statements of Activities	3-4
Statements of Cash Flows	5
Notes to the Financial Statements	6-24



Independent Auditor's Report

Board of Governors
Antioch University
Yellow Springs, Ohio

We have audited the accompanying statements of financial position of Antioch University ("the University") as of June 30, 2012 and 2011, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the University's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statements presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Antioch University as of June 30, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

McGladrey LLP

Columbus, Ohio
October 29, 2012

Antioch University

Statements of Financial Position
June 30, 2012 and 2011

	2012	2011
Assets		
Cash and cash equivalents	\$ 6,283,142	\$ 4,472,468
Accounts receivable		
Students, net	625,431	950,458
Grants	934,791	40,660
Other	343,084	265,100
Prepaid expenses	2,227,633	2,405,400
Loans to students, net	5,198,891	5,344,074
Contributions receivable, net	1,846,904	1,856,804
Investments	28,692,895	33,374,758
Land, buildings, and equipment, net	28,872,724	25,119,808
Assets to be disposed of	321,872	1,197,115
Total assets	\$ 75,347,367	\$ 75,026,645
Liabilities and Net Assets		
Liabilities		
Accounts payable	\$ 1,338,244	\$ 1,133,030
Accrued benefit liabilities	3,428,419	3,281,258
Other accrued liabilities	4,228,062	2,363,723
Deferred revenue	4,016,985	3,019,688
Notes and bonds payable	19,323,478	20,255,000
Deposits held for others	300,689	314,416
Advances from government for student loans	4,844,072	4,888,701
Liabilities to be disposed of	321,872	1,197,115
Total liabilities	37,801,821	36,452,931
Net Assets		
Unrestricted	24,966,436	25,999,860
Temporarily restricted	8,250,200	8,279,892
Permanently restricted	4,328,910	4,293,962
Total net assets	37,545,546	38,573,714
Total liabilities and net assets	\$ 75,347,367	\$ 75,026,645

See Notes to Financial Statements.

Antioch University

Statement of Activities
Year Ended June 30, 2012

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Revenues, Gains and Other Support				
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
Total revenues and gains	71,063,180	2,108,952	34,948	73,207,080
Net assets released from restrictions	2,138,644	(2,138,644)	-	-
Total revenues, gains, and other support	73,201,824	(29,692)	34,948	73,207,080
Expenses and Losses				
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
Total educational and general expenses	71,996,056	-	-	71,996,056
Auxiliary enterprises	1,319,217	-	-	1,319,217
Total expenses	73,315,273	-	-	73,315,273
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 swap	(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

Statement of Activities
Year Ended June 30, 2011

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Revenues, Gains and Other Support				
Tuition and fees	\$ 66,556,137	\$ -	\$ -	\$ 66,556,137
Less student aid	(917,973)	-	-	(917,973)
	65,638,164	-	-	65,638,164
Contributions	727,859	1,031,964	184,124	1,943,947
In-kind contributions	270,194	1,534,360	-	1,804,554
Contracts and other exchange transactions	4,523,851	-	-	4,523,851
Investment income	354,456	(19,699)	669	335,426
Net realized and unrealized gain on investments	1,510,152	3,254,010	-	4,764,162
Sales and service of auxiliary enterprises	635,357	-	-	635,357
Other income	512,862	119,478	-	632,340
Total revenues and gains	74,172,895	5,920,113	184,793	80,277,801
Net assets released from restrictions	1,141,580	(1,141,580)	-	-
Total revenues, gains, and other support	75,314,475	4,778,533	184,793	80,277,801
Expenses and Losses				
Educational and general:				
Instruction	30,104,541	-	-	30,104,541
Research	206,194	-	-	206,194
Public service	2,155,824	-	-	2,155,824
Academic support	7,202,028	-	-	7,202,028
Student services	6,529,121	-	-	6,529,121
Institutional support	23,022,169	-	-	23,022,169
Scholarships and fellowships	2,654,335	-	-	2,654,335
Total educational and general expenses	71,874,212	-	-	71,874,212
Auxiliary enterprises	758,585	-	-	758,585
Total expenses	72,632,797	-	-	72,632,797
Change in net assets before change in fair value of interest rate swap and effect of postretirement changes other than net periodic postretirement cost	2,681,678	4,778,533	184,793	7,645,004
Change in fair value of interest rate swap	(73,759)	-	-	(73,759)
Postretirement changes other than net periodic postretirement cost	59,671	-	-	59,671
Change in net assets	2,667,590	4,778,533	184,793	7,630,916
Net assets - beginning	23,332,270	3,501,359	4,109,169	30,942,798
Net assets - ending	\$ 25,999,860	\$ 8,279,892	\$ 4,293,962	\$ 38,573,714

See Notes to Financial Statements.

Antioch University

Statements of Cash Flows

Years Ended June 30, 2012 and 2011

	2012	2011
Cash Flows from Operating Activities		
Change in net assets	\$ (1,028,168)	\$ 7,630,916
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	2,186,322	2,022,872
Accretion for asset retirement obligation	20,189	12,219
Loss on disposal of fixed assets	11,190	72,578
Net realized and unrealized (gains) losses on investments	128,229	(4,764,162)
Fair value of interest rate swap	902,552	73,759
Contributions restricted for permanent investment	(34,860)	(184,124)
Changes in operating assets and liabilities:		
Accounts and grants receivable	(647,088)	(259,679)
Contributions receivable	9,900	(1,597,812)
Prepaid expenses	142,038	(224,513)
Accounts payable, accrued benefit liabilities and other accrued liabilities	1,293,973	371,825
Deferred revenue	997,297	(1,033,546)
Deposits held for others	(13,727)	121,923
Net cash provided by operating activities	3,967,847	2,242,256
Cash Flows from Investing Activities		
Proceeds from sales and maturities of investments	35,439,863	20,643,323
Purchases of investments	(30,886,229)	(24,873,889)
Purchases of land, building, and equipment	(5,929,699)	(1,363,823)
Proceeds from sales of equipment	15,000	-
Disbursements of loans to students	(561,075)	(624,648)
Repayments of loans from students	706,258	708,331
Net cash used in investing activities	(1,215,882)	(5,510,706)
Cash Flows from Financing Activities		
Contributions restricted for permanent investment	34,860	184,124
Repayments of principal of indebtedness	(931,522)	(860,000)
Issuance of notes payable	-	350,000
Increase in advances from government for student loans	(44,629)	(97,364)
Net cash used in financing activities	(941,291)	(423,240)
Net increase (decrease) in cash and cash equivalents	1,810,674	(3,691,690)
Cash and Cash Equivalents - Beginning	4,472,468	8,164,158
Cash and Cash Equivalents - Ending	\$ 6,283,142	\$ 4,472,468
Supplemental Disclosures of Cash Flow Information		
Cash paid for interest	\$ 482,762	\$ 487,594

See Notes to Financial Statements.

Antioch University

Notes to Financial Statements

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, 2012 and 2011 the University still holds \$321,872 and \$1,197,115, 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, 2012 and 2011. See Note 17 for discussion of discontinued operations.

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 recommendations 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

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. Alternative investments, for which there is no ready market, are valued at fair value as estimated by management.
- 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, 2012 and 2011. (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 unrestricted net assets.

Alternative investments, for which there is no ready market, are valued at fair value as estimated by management. To estimate fair value, management may rely on valuations reported by the general partners of such investments and/or the University's investment advisor. Because of the inherent uncertainty of valuation in the absence of readily ascertainable market values, the estimated values of those investments may differ from the values that would have been used had a ready market existed for such investments or if the investments were realized, and the differences could be material. Such investments are, by their nature, generally considered to be long-term investments and are not intended to be liquidated on a short-term basis.

Antioch University

Notes to Financial Statements

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

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 \$2,150,593 and \$1,987,143 for the years ended June 30, 2012 and 2011, respectively.

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, 2012 and 2011. The unamortized balance amounts to \$548,715 and \$584,444 at June 30, 2012 and 2011, respectively, and is included in prepaid expenses in the statements of financial position. Accumulated amortization on bond issuance cost was \$243,334 and \$207,605 at June 30, 2012 and 2011, 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 2012 and 2011, 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

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, 2012 and 2011, the present value of the future in-kind rent over the next ten years and the imputed interest on the loan was recorded as a pledge receivable amounting to \$1,473,082 and \$1,534,360, respectively.

Advertising: Advertising costs are expensed as incurred and exclude fundraising costs. Amounts charged to expense were \$1,571,696 and \$1,318,037 for the years ended June 30, 2012 and 2011, 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, 2012 and 2011, 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 2008.

Reclassifications: Certain 2011 amounts have been reclassified to conform with the 2012 presentation.

Subsequent events: The University has evaluated subsequent events for potential recognition and/or disclosure through October 29, 2012, the date the financial statements were available to be issued.

Note 2. Receivables

Receivables consist of the following at June 30:

	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>

	2011				
	Gross Amount	Allowance	Net	Current Portion	Long-Term Portion
Students	\$ 1,487,541	\$ 537,083	\$ 950,458	\$ 950,458	\$ -
Grants	40,660	-	40,660	40,660	-
Other	265,100	-	265,100	265,100	-
Student loans	7,452,638	2,108,564	5,344,074	-	5,344,074
	<u>\$ 9,245,939</u>	<u>\$ 2,645,647</u>	<u>\$ 6,600,292</u>	<u>\$ 1,256,218</u>	<u>\$ 5,344,074</u>

Antioch University

Notes to Financial Statements

Note 3. Contributions Receivable

Contributions receivable consist of the following at June 30:

	2012	2011
Unconditional promises expected to be collected in:		
Less than one year	\$ 440,105	\$ 424,639
One to five years	829,212	911,489
More than five years	609,656	556,281
	1,878,973	1,892,409
Allowance for uncollectible contributions	(32,069)	(35,605)
Net contributions receivable	<u>\$ 1,846,904</u>	<u>\$ 1,856,804</u>

The amounts are recorded after discounting to the present value of the future cash flows at a rate of 0.73% and 1.75% as of June 30, 2012 and 2011, respectively, for pledge receivables beyond one year.

Note 4. Investments

Investments of the University at June 30, 2012 and 2011 are comprised of the following:

	2012 at Fair Value		
	Total	Reclassified to Discontinued Operations	Continuing Operations
Cash and money market funds	\$ 531,015	\$ -	\$ 531,015
Equity securities	13,435,489	-	13,435,489
Fixed income securities	14,726,391	-	14,726,391
	<u>\$ 28,692,895</u>	<u>\$ -</u>	<u>\$ 28,692,895</u>
2012 at Cost			
	Total	Reclassified to Discontinued Operations	Continuing Operations
Cash and money market funds	\$ 531,015	\$ -	\$ 531,015
Equity securities	13,740,037	-	13,740,037
Fixed income securities	14,557,244	-	14,557,244
	<u>\$ 28,828,296</u>	<u>\$ -</u>	<u>\$ 28,828,296</u>

Antioch University

Notes to Financial Statements

Note 4. Investments (Continued)

	2011 at Fair Value		
	Total	Reclassified to Discontinued Operations	Continuing Operations
Cash and money market funds	\$ 507,691	\$ -	\$ 507,691
Equity securities	9,700,720	592,577	9,108,143
Equity securities - privately held	6,535,919	-	6,535,919
Fixed income securities	17,202,933	-	17,202,933
Alternative investments	158,744	138,672	20,072
	<u>\$ 34,106,007</u>	<u>\$ 731,249</u>	<u>\$ 33,374,758</u>

	2011 at Cost		
	Total	Reclassified to Discontinued Operations	Continuing Operations
Cash and money market funds	\$ 507,691	\$ -	\$ 507,691
Equity securities	9,639,470	470,851	9,168,619
Equity securities - privately held	118,745	-	118,745
Fixed income securities	17,234,217	-	17,234,217
Alternative investments	125,000	109,195	15,805
	<u>\$ 27,625,123</u>	<u>\$ 580,046</u>	<u>\$ 27,045,077</u>

At June 30, 2011 the University held common stock investments in a company that is not publicly traded. The investments are recorded at fair value, which is determined by the management of the University and the investee company. In August 2011, the investee company was acquired by another company. As a result, the University received approximately \$6,500,000 in cash in exchange for their stock of the investee company.

The alternative investments represent investments in limited liability companies that comprise 0.02% at June 30, 2011, of its total assets.

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

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, 2012 and 2011, 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.

Alternative Investments: These investments, for which there is no ready market, are valued at fair value from reports provided by the investment managers.

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, 2012 and 2011. 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)

	2012			
	Total	Level 1	Level 2	Level 3
Financial Assets:				
Investments				
Equity securities				
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>			
Other Assets				
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>
Financial Liabilities:				
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>
	2011			
	Total	Level 1	Level 2	Level 3
Financial Assets:				
Investments				
Equity securities				
Common stock - privately held	\$ 6,535,919	\$ -	\$ -	\$ 6,535,919
Mutual funds - equity	9,700,720	9,700,720	-	-
Mutual funds - fixed income	17,202,933	17,202,933	-	-
Alternative investments				
Fund of funds	158,744	-	-	158,744
	<u>33,598,316</u>	<u>26,903,653</u>	-	<u>6,694,663</u>
Money market funds and cash	507,691			
Total investments	<u>34,106,007</u>			
Other Assets				
Interest rate swap	58,644	-	58,644	-
Beneficial interest in trusts held by others	465,866	-	-	465,866
Total assets	<u>\$ 34,630,517</u>	<u>\$ 26,903,653</u>	<u>\$ 58,644</u>	<u>\$ 7,160,529</u>
Financial Liabilities:				
Interest rate swaps	\$ 704,773	\$ -	\$ 704,773	\$ -
Total liabilities	<u>\$ 704,773</u>	<u>\$ -</u>	<u>\$ 704,773</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
Balance, June 30, 2010	\$ 10,440,006	\$ 297,681	\$ 478,901
Realized and unrealized gains	4,817,239	12,394	52,674
Sales	(8,721,326)	(151,331)	(65,709)
Balance, June 30, 2011	6,535,919	158,744	465,866
Realized and unrealized losses	-	-	(26,399)
Sales	(6,535,919)	(158,744)	(117,595)
Balance, June 30, 2012	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 321,872</u>

Note 6. Land, Building, and Equipment

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

	2012	2011
Building	\$ 20,917,092	\$ 20,917,092
Building improvements	19,474,226	13,554,353
Equipment	6,089,944	5,106,780
Furniture and fixtures	2,052,490	2,052,490
Land and land improvements	291,253	267,365
Library books	773,583	773,584
Art	70,948	70,948
Vehicles	45,784	45,784
Construction in progress	-	1,118,703
	<u>49,715,320</u>	<u>43,907,099</u>
Less accumulated depreciation	<u>(20,842,596)</u>	<u>(18,787,291)</u>
Net book value	<u>\$ 28,872,724</u>	<u>\$ 25,119,808</u>

Antioch University

Notes to Financial Statements

Note 7. Notes and Bonds Payable

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

	2012	2011
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, 2012 and 2011 were 0.16% and 0.08%, respectively.	\$ 3,170,000	\$ 3,355,000
Washington State Housing Finance Commission Variable Rate Demand Nonprofit Revenue Bonds (Seattle Bonds) Series 2005, secured by trust fund, annual installments of principal beginning January 2006 through January 2027, plus interest at a variable rate. Interest rates at June 30, 2012 and 2011 were 0.18% and 0.09%, respectively.	5,105,000	5,375,000
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, 2012 and 2011 were 0.16% and 0.08%, respectively.	10,735,000	11,175,000
Unsecured \$350,000 loan bearing interest at 0% from a foundation; due in monthly principal installments of \$3,044 through 2021.	313,478	350,000
	<u>\$ 19,323,478</u>	<u>\$ 20,255,000</u>

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 1st day of the 13th 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, 2012, the University was not in compliance with certain restrictive covenants, however, the lenders have waived the requirements for the year then ended.

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 (0.16% and 0.08% at June 30, 2012 and 2011, respectively) and a fixed interest rate (2.99% and 2.91%, respectively). The swaps are calculated on a notional value of \$10,735,000 and \$3,170,000, 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, 2012 and 2011 is a liability of \$1,549,112 and \$704,773, respectively, and is included in other accrued liabilities in the accompanying statement of financial position.

Antioch University

Notes to Financial Statements

Note 7. Notes and Bonds Payable (Continued)

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 \$5,105,000. 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, 2012 and 2011 is an asset of \$431 and \$58,644 and is included in prepaid expenses in the accompanying statements of financial position.

Maturities of the notes and bonds for the years succeeding June 30, 2012 are:

2013	\$	961,522
2014		991,522
2015		1,026,522
2016		1,066,522
2017		1,101,522
Thereafter		14,175,868
	\$	<u>19,323,478</u>

Interest expense amounted to \$478,025 and \$487,594 in 2012 and 2011, respectively.

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 \$3,463,191 and \$3,387,330 in 2012 and 2011, 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 \$36,518 and \$44,528 in 2012 and 2011, respectively. The unfunded, actuarially determined liability utilizing an average interest assumption of 6.0 and 6.5 percent in 2012 and 2011, respectively, for benefits earned under these plans was approximately \$180,898 and \$211,318 at June 30, 2012 and 2011, 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 \$30,420 and \$37,160 in 2012 and 2011, respectively.

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.

Antioch University

Notes to Financial Statements

Note 9. Other Postretirement Benefit Plans (Continued)

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:

	2012	2011
Retirees	\$ 184,077	\$ 189,059
Fully eligible active plan participants	1,063,237	971,152
Other active plan participants	865,217	805,445
	<u>\$ 2,112,531</u>	<u>\$ 1,965,656</u>

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

	2012	2011
Benefit obligation at beginning of year	\$ 1,965,656	\$ 1,915,223
Service cost	133,389	119,057
Interest cost	105,888	102,895
Estimated benefits paid	(81,933)	(90,025)
Actuarial gain	(10,469)	(81,494)
Benefit obligation at end of year	<u>\$ 2,112,531</u>	<u>\$ 1,965,656</u>

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

	2012	2011
Benefit obligation, end of year	\$ (2,112,531)	\$ (1,965,656)
Fair value of assets, end of year	-	-
Unfunded status, end of year	<u>\$ (2,112,531)</u>	<u>\$ (1,965,656)</u>

The statements of financial position recognizes a liability of \$2,112,531 and \$1,965,656 for the years ended June 30, 2012 and 2011, respectively, and is included accrued benefit liabilities on the statement of financial position.

Antioch University

Notes to Financial Statements

Note 9. Other Postretirement Benefit Plans (Continued)

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

	2012	2011
Service cost of benefits earned	\$ 133,389	\$ 119,057
Interest cost on liability	105,888	102,895
Recognition of net gain	(27,892)	(21,823)
Net periodic postretirement benefit cost	<u>\$ 211,385</u>	<u>\$ 200,129</u>

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

	2012	2011
Unrecognized net gain	<u>\$ 430,173</u>	<u>\$ 447,596</u>

The weighted-average discount rate used in determining the APBO was 4.25% and 5.50% at June 30, 2012 and 2011, 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 9% for 2012 and 2011, 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 2012:

	1% Increase	1% Decrease
Total of service and interest cost	\$ 18,823	\$ (16,419)
Postretirement benefit obligation	\$ 77,461	\$ (68,848)

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

2013	\$ 65,597
2014	\$ 78,672
2015	\$ 92,886
2016	\$ 102,338
2017	\$ 117,947
2018-2022	\$ 772,481

Antioch University

Notes to Financial Statements

Note 10. Lease Commitments

Certain of the University's education centers lease their facilities. These leases are non-cancelable operating agreements for varying periods through 2021, with renewal options for additional periods in some cases. The University generally pays real estate taxes, insurance and specified maintenance costs. In May 2012, the University entered into an operating agreement to lease computer equipment. Future minimum rentals on non-cancelable leases are as follows:

2013	\$ 2,539,899
2014	1,966,263
2015	895,720
2016	896,239
2017	767,221
Thereafter	2,574,909
	<u>\$ 9,640,251</u>

Rental expense for the years ended June 30, 2012 and 2011 was \$3,742,926 and \$2,567,814, 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. In accordance with GAAP, deficiencies of this nature reduced unrestricted net assets at June 30, 2012 and 2011 by \$0 and \$48,037, respectively. These deficiencies resulted from unfavorable market fluctuations that occurred during the year.

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 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 2.5% will be appropriated. For funds whose market value is less than 80% of historic dollar value, no funds shall be appropriated. As of July 1, 2012, this policy was revised to allow for a distribution of 3.5% for funds with a market value of greater than 90% of historic dollar value, and 1.5% for funds which have a market value greater than 80%, but less than 90% of historic dollar value. 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:

	2012			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor restricted endowment	\$ -	\$ 3,557,098	\$ 3,920,771	\$ 7,477,869
Board designated endowment	304,150	-	-	304,150
Total	\$ 304,150	\$ 3,557,098	\$ 3,920,771	\$ 7,782,019

	2011			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor restricted endowment	\$ (48,037)	\$ 3,414,072	\$ 3,886,911	\$ 7,252,946
Board designated endowment	297,028	-	-	297,028
Total	\$ 248,991	\$ 3,414,072	\$ 3,886,911	\$ 7,549,974

Antioch University

Notes to Financial Statements

Note 11. Endowment Funds (Continued)

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

	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	211,851	-	220,270
Net appreciation	52,748	45,797	-	98,545
Total investment return	310,158	3,671,720	3,886,911	7,868,789
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>\$ 3,557,098</u>	<u>\$ 3,920,771</u>	<u>\$ 7,782,019</u>
	2011			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Beginning Balance at June 30, 2010	\$ (384,342)	\$ 197,143	\$ 3,702,787	\$ 3,515,588
Investment return:				
Net investment income	231	14,873	-	15,104
Net appreciation	484,192	3,254,724	-	3,738,916
Total investment return	100,081	3,466,740	3,702,787	7,269,608
Gifts	150,000	-	184,124	334,124
Amounts allocated for spending	(1,090)	(52,668)	-	(53,758)
Ending Balance at June 30, 2011	<u>\$ 248,991</u>	<u>\$ 3,414,072</u>	<u>\$ 3,886,911</u>	<u>\$ 7,549,974</u>

Note 12. Nature and Amount of Temporarily Restricted Net Assets

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

	2012	2011
Instruction	\$ 82,465	\$ 104,131
Research	2,250	-
Public service	317,392	381,893
Academic support	1,006,477	324,948
Student services	2,210	1,244
Institutional support	5,980,858	6,254,366
Scholarships	796,228	783,468
Construction	62,320	429,842
	<u>\$ 8,250,200</u>	<u>\$ 8,279,892</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:

	2012	2011
Institutional support	\$ 2,882,082	\$ 2,866,795
Scholarships	1,039,214	1,020,641
Loans	407,614	406,526
	<u>\$ 4,328,910</u>	<u>\$ 4,293,962</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:

	2012	2011
Purpose restricted contributions for:		
Instruction	\$ 23,949	\$ 30,974
Public service	325,570	208,788
Academic support	37,541	24,712
Student services	2,381	1,270
Institutional support	523,779	363,188
Scholarships	135,814	133,695
Construction	1,089,610	378,953
Total net assets released from restriction	<u>\$ 2,138,644</u>	<u>\$ 1,141,580</u>

Note 15. Functional Expenses

The functional classification of expenses is as follows:

	2012	2011
Educational and program services	\$ 54,945,232	\$ 57,791,536
Management and general	16,108,602	12,227,853
Fundraising	2,261,439	2,613,408
Total functional expenses	<u>\$ 73,315,273</u>	<u>\$ 72,632,797</u>

Note 16. Conditional Asset Retirement Obligations

The University has recorded conditional asset retirement obligations (ARO) of approximately \$200,764. These conditional ARO's relate to the University's legal obligation to perform asbestos remediation prior to renovation or demolishing property containing the substance. The liability is included in other accrued liabilities on the statements of financial position, net of a discount at a 2.4% and 4.1% discount rate as of June 30, 2012 and 2011, respectively, and a 2.4% and 3.6% inflation rate, respectively.

Antioch University

Notes to Financial Statements

Note 17. Discontinued Operations

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

	<u>2012</u>	<u>2011</u>
Beneficial interest in split interest agreements	\$ 321,872	\$ 465,866
Investments	-	731,249
Total assets	<u>\$ 321,872</u>	<u>\$ 1,197,115</u>
Other accrued liabilities	<u>\$ 321,872</u>	<u>\$ 1,197,115</u>
Total liabilities	<u>\$ 321,872</u>	<u>\$ 1,197,115</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.

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 New England

DHHS DCYF FAST Forward/System of Care Sub-Award

Key Administrative Personnel

Position	Name	Annual Salary	% Salary from DCYF FAST Forward Contract	Active Participation in Project
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.				

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. 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.**

NAME James Fauth	POSITION TITLE Associate Professor		
eRA COMMONS USER NAME: JFAUTH			
EDUCATION/TRAINING <i>(Begin with baccalaureate or other initial professional education, such as</i>			
INSTITUTION AND LOCATION	DEGREE <i>(if applicable)</i>	YEAR(s)	FIELD OF STUDY
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

BOARD OF GOVERNORS

(Effective July 1, 2012 – June 30, 2013)

The Antioch University Board of Governors meets regularly three times each year, in February, June, and October.

Officers:

Lawrence Stone, Ph.D., *Chair*
Chief Scientist
Metron, Inc.
Reston, VA

Howard Coleman, JD, *Vice Chair*
Partner, Coldstream Capital Management
Bellevue, WA

Felice Nudelman (*Ex-Officio*)
Chancellor & Corporate Secretary
Antioch University

Members:

Bruce Bedford
Retired, Former Chair, CEO of Paddington Resources
St. Michaels, MD

Maureen Curley, MS
President and CEO Campus Compact
Medford, MA

Enrique Figueroa, Ph.D.
Director, Roberto Hernandez Center
Associate Professor, College of Continuing Education
University of Wisconsin, Madison

Miguel Figueroa
National Managing Partner, MJF Associates, APC
CPAs and Management Consultants
Los Angeles, CA

William H. (Bill) Graves, Ph.D.
Senior VP, Ellucian (formerly SunGard Higher Education)
Professor Emeritus, University of North Carolina at Chapel Hill
Chapel Hill, NC

Reuben Harris, Ph.D.
Retired Vice Chairman
C&S Wholesale Grocers, Inc.
Monterey, CA

Ancella Livers, Ph.D.
Sr. Faculty
Center for Creative Leadership (CCL)
Greensboro, NC

Lillian Pierson Lovelace, *Governor Emerita*
Community Volunteer
Santa Barbara, CA

Elsa Luna
CFO, YWCA of Greater Los Angeles
Los Angeles, CA

Janet Morgan
President, CSRWire
Springfield, MA

James J. Morley, Jr., MS
Director
Washington Advisory Group/LECG
Annapolis, MD

Charlotte M. Roberts, Ph.D.
Founder and Executive Consultant
Blue Fire Partners, Inc.
Sherrills Ford, NC

Arthur J. Zucker
Retired, President
Zucker Associates, Inc.
Raleigh, NC

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, a(n) Ohio nonprofit corporation, registered to do business in New Hampshire on November 4, 1974. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May, A.D. 2013

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

William M. Gardner
Secretary of State

**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 Cost
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	\$ -	\$ -	\$ -	
TOTAL	\$ 22,260	\$ 5,788	\$ 28,047	

26.0%

Indirect As A Percent of Direct

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	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 3,500	\$ 910	\$ 4,410	
Stipends for families/youth participants	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 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**



233829

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/7/2013

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

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

PRODUCER Commercial Lines - (937) 223-8891 Wells Fargo Insurance Services USA, Inc. Talbott Tower, 131 N. Ludlow, Suite 700 Dayton, OH 45402-1132	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Insurance Company</td> <td>36161</td> </tr> <tr> <td>INSURER B : General Star Indemnity Company</td> <td>37362</td> </tr> <tr> <td>INSURER C : Travelers Casualty & Surety Co. of America</td> <td>31194</td> </tr> <tr> <td>INSURER D : American Home Assurance Company</td> <td>19380</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Insurance Company	36161	INSURER B : General Star Indemnity Company	37362	INSURER C : Travelers Casualty & Surety Co. of America	31194	INSURER D : American Home Assurance Company	19380	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Property Casualty Insurance Company	36161														
INSURER B : General Star Indemnity Company	37362														
INSURER C : Travelers Casualty & Surety Co. of America	31194														
INSURER D : American Home Assurance Company	19380														
INSURER E :															
INSURER F :															
INSURED Antioch University New England 40 Avon St. Keene, NH 03458-3516															

COVERAGES

CERTIFICATE NUMBER: 5457085

REVISION NUMBER: See below

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			630-1685P876-TIL-12	10/31/2012	10/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$																
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			810-1685P876-TIL-12	10/31/2012	10/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			IUG408332D	10/31/2012	10/31/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$																
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	YJUB5596N19A12	7/1/2012	7/1/2013	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td><input checked="" type="checkbox"/></td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$ 500,000</td> </tr> </table>	WC STATU-TORY LIMITS	<input checked="" type="checkbox"/>	OTH-ER		E.L. EACH ACCIDENT			\$ 500,000	E.L. DISEASE - EA EMPLOYEE			\$ 500,000	E.L. DISEASE - POLICY LIMIT			\$ 500,000
WC STATU-TORY LIMITS	<input checked="" type="checkbox"/>	OTH-ER																					
E.L. EACH ACCIDENT			\$ 500,000																				
E.L. DISEASE - EA EMPLOYEE			\$ 500,000																				
E.L. DISEASE - POLICY LIMIT			\$ 500,000																				
D	Professional Liability-NH Each Wrongful Act Aggregate			SSL-004319559	1/1/2013	1/1/2014	\$1,000,000 \$3,000,000																

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

CERTIFICATE HOLDER**CANCELLATION**

NH Dept of Health and Human Services 105 Pleasant St. Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.