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

MAY 05 '15 AM 9:58 DAS

Nicholas A. Toumpas  
Commissioner

Lorraine Bartlett  
Director

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

April 16, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an amendment to exercise a renewal option in an agreement with PbS Learning Institute, Inc., (Vendor #201788), 170 Forbes Road, Suite 106, Braintree, MA 02184, for continued participation in the Council of Juvenile Correctional Administrators Performance-based Standards for Youth Correction and Detention facilities by increasing the price limitation by \$40,000 from \$40,000 in an amount not to exceed \$80,000.00 and extending the contract end date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or date of Governor and Executive Council approval, whichever is later. Governor and Executive Council approved the original agreement on June 19, 2013 (Item # 85). 100% Federal for State Fiscal Year and 2016, 100% General Funds for State Fiscal Year 2017.

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

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

Fiscal Year	Object/Class Code	Class Title	Activity Code	Current Budget	Increase/Decrease	Modified Budget
2014	020-500200	Current Expenses	42140703	\$20,000	\$0	\$20,000
2015	020-500200	Current Expenses	42140703	\$20,000	\$0	\$20,000
2016	020-500200	Current Expenses	42140703	\$0	\$20,000	\$20,000
			Sub-total	\$40,000	\$20,000	\$60,000

**05-095-42-421010-2960000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: CHILD PROTECTION, ORG'L LEARNING & QUALITY IMPROVEMENT**

<b>Fiscal Year</b>	<b>Object/Class Code</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase/Decrease</b>	<b>Modified Budget</b>
2017	066-500544	Contracts for Program Services	42106026	\$0	\$20,000	\$20,000
			Sub-total	\$0	\$20,000	\$20,000
			<b>Grand Total</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$80,000</b>

**EXPLANATION**

The purpose of this amendment is to exercise a renewal option to continue the Division of Children Youth and Families' participation in the Council of Juvenile Administrators Performance-based Standards for Youth Correction and Detention facilities.

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

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

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

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

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

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

Area served: Statewide

Source of funds: In SFY 2016 100% Federal Funds from the US Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Juvenile Accountability Block Grants, Catalog for Domestic Assistance (CFDA) #16.523. In SFY 2017 100% General Funds.

In the event that Federal Funds become no longer available, no additional General Funds will be requested to support this contract.

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner



**New Hampshire Department of Health and Human Services**  
**Performance-based Standards for Youth Correction and Detention Facilities**

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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the Performance-based Standards for Youth Correction**  
**and Detention Facilities Contract**

This 1st Amendment to the After Hours Information and Referral Services contract (hereinafter referred to as "Amendment #1") dated this 18th day of March, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and PbS Learning Institute, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 639 Granite Street, Suite 112, Braintree, MA 02184.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (item #85), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to increase the price limitation and extend the Contract for two (2) years; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:  
June 30, 2017
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$80,000
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, to read:  
(603) 271-9558
5. Exhibit A, Scope of Services, CONTRACT PERIOD, to read:  
July 1, 2013 to June 30, 2017
6. Exhibit A, Scope of Services, Section 3, Records and Reporting Requirements, paragraph 3.1 to read:  
The Contractor shall provide bi-annual reports that will evaluate conditions of confinement for youth at SYSC, specifically addressing safety, order, security, fairness and services, to include health/mental health, programming, education, and re-entry planning.
7. Add Exhibit A, Scope of Services, Section 3, Records and Reporting Requirements, paragraph 3.1.1.



**New Hampshire Department of Health and Human Services**  
**Performance-based Standards for Youth Correction and Detention Facilities**

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- 3.1.1. Bi-Annual Reporting Period Schedule will be as follows:  
May 1<sup>st</sup> through October 31<sup>st</sup> Report is due no later than November 15<sup>th</sup>  
November 1<sup>st</sup> through April 30<sup>th</sup> Report is due no later than May 15<sup>th</sup>.
8. Exhibit B, Method, Schedule, and Conditions Precedent to Payment, Program Period to read:  
July 1, 2013 to June 30, 2017
9. Exhibit B, Method, Schedule, and Conditions Precedent to Payment, Paragraph 1, to read:  
The total of all payments made to the Contractor shall not exceed the amount in Form P-37, General Provisions, Item 1.8, Price Limitation.
10. Exhibit B, Method, Schedule, and Conditions Precedent to Payment, Paragraph 1.1, to read:  
Expenditures for each State Fiscal Year shall be in accordance with the line items as shown in Exhibit B-2 and Exhibit B-3 - Amendment #1.
11. Exhibit B, Purchase of Services, Paragraph 2.1, to read:  
2.1 Payment shall be on a cost reimbursement basis based on actual expenditures incurred in the fulfillment of this agreement. The Invoice should be sent to:  
Fiscal Administrator  
Department of Health and Human Services  
Division for Children, Youth and Families  
129 Pleasant Street,  
Concord, NH 03301-3857
12. Exhibit B, Method, Schedule, and Conditions Precedent to Payment, Paragraph 2.4, to read:  
Expenditures shall be submitted in accordance with the approved line item budget shown in Exhibit B-2 and Exhibit B-3 - Amendment #1. Any adjustments in the line item in excess of 10% shall require the prior written approval of the Division for Children, Youth and Families.
13. Add Exhibit B-3 - Amendment #1.
14. Delete Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.
15. Add Standard Exhibit C-1. Paragraph 2:  
2. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:  
14.1.1. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$3,000,000; and
16. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, to read:  
From 7/1/2013 to 6/30/2017
17. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



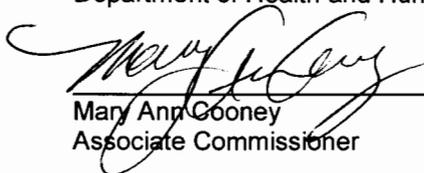
**New Hampshire Department of Health and Human Services**  
**Performance-based Standards for Youth Correction and Detention Facilities**

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

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

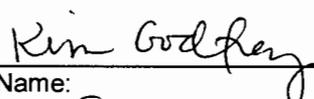
State of New Hampshire  
Department of Health and Human Services

4/23/15  
Date

  
\_\_\_\_\_  
Mary Ann Cooney  
Associate Commissioner

PbS Learning Institute, Inc.

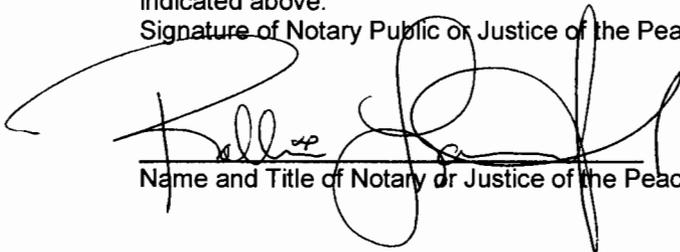
3/25/2015  
Date

  
\_\_\_\_\_  
Name:  
Title: Executive Director

**Acknowledgement:**

State of Massachusetts, County of Norfolk on March 25 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

  
\_\_\_\_\_  
Name and Title of Notary or Justice of the Peace



**ROLLINS LAURENT**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires 08/28/2020



**New Hampshire Department of Health and Human Services**  
**Performance-based Standards for Youth Correction and Detention Facilities**

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

5/1/15  
Date

OFFICE OF THE ATTORNEY GENERAL

*[Signature]*  
Name: Mark A. Gasp  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

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

Bidder/Program Name: PbS Learning Institute, Inc.

Budget Request for: Performance-based Standards (PbS)

Budget Period: July 1, 2015 - June 30, 2016

	Direct Expenses	Indirect Costs	Total	Percent of Direct
1. Total Salary/Wages		\$ -		
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ 9,000.00	\$ -	\$ 9,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 1,765.00	\$ -	\$ 1,765.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 2,400.00	\$ -	\$ 2,400.00	
10. Marketing/Communications	\$ 4,485.00	\$ -	\$ 4,485.00	
11. Staff Education and Training	\$ 1,350.00	\$ -	\$ 1,350.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other:Membership dues	\$ 1,000.00	\$ -	\$ 1,000.00	
13. Other:Deliverables (reports)	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 20,000.00</b>	<b>\$ -</b>	<b>\$ 20,000.00</b>	
Indirect As A Percent of Direct		0.0%		

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

Bidder/Program Name: PbS Learning Institute, Inc.

Budget Request for: Performance-based Standards (PbS)

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

Line Item	Direct Expenses	Indirect Costs	Total	Allocated Budget
1. Total Salary/Wages		\$ -		
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ 9,000.00	\$ -	\$ 9,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 1,765.00	\$ -	\$ 1,765.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 2,400.00	\$ -	\$ 2,400.00	
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12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other:Membership dues	\$ 1,000.00	\$ -	\$ 1,000.00	
13. Other:Deliverables (reports)	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 20,000.00</b>	<b>\$ -</b>	<b>\$ 20,000.00</b>	



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Exhibit G

Contractor Initials

LC

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

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name:

3/30/15  
Date

Kim Godfrey  
Name:  
Title: Executive Director

Exhibit G

Contractor Initials KG

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

Date 3/30/15

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PbS Learning Institute, Inc., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on May 20, 2013. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, Michael Dempsey, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of PBS Learning Institute, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 11/2/12:  
(Date)

**RESOLVED:** That the Kim Godfrey  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25 day of March, 2015.  
(Date Contract Signed)

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

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Madison

The forgoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2015.

By Michael Dempsey  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)



Commission Expires: 6/22/18



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/6/2015

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

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

<b>PRODUCER</b> Sallop Insurance Agency, Inc. 25 New Chardon Street  Boston MA 02114-4721	<b>CONTACT NAME:</b> Kristen Procopio <b>PHONE (A/C, No, Ext):</b> (617) 488-6600 <b>FAX (A/C, No):</b> (617) 488-6601 <b>E-MAIL ADDRESS:</b> kprocopio@sallop.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> PBS Learning Institute dba CJCA 639 Granite Street  Braintree MA 02184	<b>INSURER A:</b> Philadelphia Insurance Co.	
	<b>INSURER B:</b> Hartford Insurance Co.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1521706570                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>		PHPK1288750	2/10/2015	2/10/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>		PHPK1288750	2/10/2015	2/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR	PHUB488605	2/10/2015	2/10/2016	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		08WECIV1499	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liability</b>		PHPK1288750	2/10/2015	2/10/2016	\$1,000,000 per occ \$2,000,000 aggregate
A	<b>Retro-Date 6/2/2008</b>					

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

**CERTIFICATE HOLDER**                      **CANCELLATION**

New Hampshire Department of Health and Human Services 129 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.
	<b>AUTHORIZED REPRESENTATIVE</b>  Kimberly Ferraro/KF 

# Mission Statement

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

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

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

### INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of PbS Learning Institute, Inc. (the "Organization"), which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

#### *Management's Responsibility for the Financial Statements*

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

#### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

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

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

#### *Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of PbS Learning Institute, Inc. as of June 30, 2014 and 2013, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Moody, Famiglietti & Andronico, LLP*

Moody, Famiglietti & Andronico, LLP  
Tewksbury, Massachusetts  
February 4, 2015

Statements of Financial Position

PbS Learning Institute, Inc.

June 30	2014	2013
<b>Assets</b>		
Current Assets:		
Cash	\$ 269,979	\$ 133,133
Short-Term Investments	118,340	3,405
Membership Receivables	209,162	169,658
Prepaid Expenses and Other Current Assets	13,983	18,283
<b>Total Current Assets</b>	<b>611,464</b>	<b>324,479</b>
Long-Term Investments	367,244	478,325
Software Development Costs, Net of Accumulated Amortization	61,722	204,782
Property and Equipment, Net of Accumulated Depreciation	825	241
Security Deposits	2,311	2,311
<b>Total Assets</b>	<b>\$ 1,043,566</b>	<b>\$ 1,010,138</b>
<b>Liabilities and Net Assets</b>		
Current Liabilities:		
Line of Credit	\$ -	\$ 80,000
Accounts Payable and Accrued Expenses	121,165	68,997
Deferred Revenue	131,000	140,500
Amounts Due to Related Party	1,917	3,470
<b>Total Current Liabilities</b>	<b>254,082</b>	<b>292,967</b>
Deferred Rent	14,853	12,582
<b>Total Liabilities</b>	<b>268,935</b>	<b>305,549</b>
<b>Unrestricted Net Assets</b>	<b>774,631</b>	<b>704,589</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 1,043,566</b>	<b>\$ 1,010,138</b>

For the Years Ended June 30	2014	2013
Revenues and Other Support:		
Membership Dues and Service Revenue	\$ 1,612,373	\$ 1,509,357
Private Grants and Other Support	40,441	9,861
<b>Total Revenues and Other Support</b>	<b>1,652,814</b>	<b>1,519,218</b>
Operating Expenses:		
Salaries	498,069	402,806
Consultants	390,453	668,316
Payroll Taxes and Fringe Benefits	245,716	186,147
Travel	162,495	181,523
Depreciation and Amortization	143,480	145,560
Office	104,892	69,161
Advertising	19,620	13,429
Professional Fees	16,750	61,630
Miscellaneous	7,446	30,538
Insurance	1,349	8,381
<b>Total Operating Expenses</b>	<b>1,590,270</b>	<b>1,767,491</b>
Non-Operating Activities:		
Interest Income	7,549	8,760
Net Realized and Unrealized Losses on Investments	(51)	(9,490)
<b>Total Non-Operating Activities</b>	<b>7,498</b>	<b>(730)</b>
Increase (Decrease) in Net Assets	<b>70,042</b>	<b>(249,003)</b>
Net Assets at Beginning of Year	<b>704,589</b>	<b>953,592</b>
Net Assets at End of Year	<b>\$ 774,631</b>	<b>\$ 704,589</b>

For the Years Ended June 30	2014	2013
Cash Flows from Operating Activities:		
Increase (Decrease) in Net Assets	\$ 70,042	\$ (249,003)
Adjustments to Reconcile Increase (Decrease) in Net Assets to Net Cash		
Provided by (Used in) Operating Activities:		
Depreciation and Amortization	143,480	145,560
Net Realized and Unrealized Losses on Investments	51	9,490
(Increase) Decrease in Membership Receivables	(39,504)	74,166
Decrease (Increase) in Prepaid Expenses and Other Current Assets	4,300	(12,900)
Increase (Decrease) in Accounts Payable and Accrued Expenses	52,168	(19,780)
Decrease in Deferred Revenue	(9,500)	(42,719)
Increase in Deferred Rent	2,271	12,582
<b>Net Cash Provided by (Used in) Operating Activities</b>	<b>223,308</b>	<b>(82,604)</b>
Cash Flows from Investing Activities:		
Purchases of Investments	(3,905)	(344,926)
Net (Payments) Proceeds Received from Related Party	(1,553)	12,386
Acquisition of Property and Equipment	(1,004)	(98)
Proceeds from Sale of Investments	-	418,000
Payment of Security Deposit	-	(2,311)
Software Development Costs	-	(80)
<b>Net Cash (Used in) Provided by Investing Activities</b>	<b>(6,462)</b>	<b>82,971</b>
Net Cash (Used in) Provided by Financing Activities:		
Net (Payments) Proceeds from Line of Credit	(80,000)	80,000
Net Increase in Cash	<u>136,846</u>	<u>80,367</u>
Cash, Beginning of Year	<u>133,133</u>	<u>52,766</u>
Cash, End of Year	<u><u>\$ 269,979</u></u>	<u><u>\$ 133,133</u></u>

## 1. Organization and Significant Accounting Policies:

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

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

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

- Unrestricted net assets represent the portion of net assets of PbS that is neither permanently restricted nor temporarily restricted by donor-imposed stipulations. Unrestricted net assets include expendable funds available for the support of PbS as well as funds invested in property and equipment.
- Temporarily restricted net assets represent contributions and other inflows of assets whose use by PbS is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of PbS pursuant to those stipulations. As of June 30, 2014 and 2013, PbS does not have any temporarily restricted net assets.
- Permanently restricted net assets represent contributions and other inflows of assets whose use by PbS is limited by donor-imposed stipulations that neither expire by passage of time nor can be

fulfilled or otherwise removed by actions of PbS. As of June 30, 2014 and 2013, PbS does not have any permanently restricted net assets.

*Fair Value:* Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. The Organization utilizes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 - Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of observable inputs and minimize the use of unobservable inputs.

## 1. Organization and Significant Accounting Policies (Continued):

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

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

*Contributions:* Contributions, including unconditional promises to give, are recognized as revenue in the period promised. Conditional promises to give are not recognized until they become unconditional, that is, at the time when the conditions on which they depend are substantially met. Contributions of assets other than cash are reported at their estimated fair value. Contributions to be received after one year are discounted at an appropriate discount rate commensurate with the risk involved. Amortization of the discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. An allowance for uncollectible contributions receivable is provided based upon management's judgment of potential defaults. The determination includes such factors as prior collection history, type of contribution and nature of fund raising activities.

Contributions recognized with donor-imposed restrictions that are met in the same year as recognized are reported as revenues of the unrestricted net asset class. Contributions recognized with donor-imposed restrictions that are not met in the year in which they are recognized are reported as revenues of the

temporarily restricted net asset class when they are recognized. A reclassification to unrestricted net assets is made to reflect the expiration of such restrictions in the year the restriction is met.

*Cash:* The Organization maintains its cash in bank deposit accounts, which, at time, may exceed federally insured limits.

*Investments and Investment Income:* Investments are reported at fair value as of the dates of the statements of financial position. Short-term investments consist of government bonds, corporate bonds and money market funds which are not intended to be used to meet the immediate operational needs of the Organization. Investments with a maturity greater than one year are classified as long-term. Realized and unrealized gains and losses are reflected in the accompanying statements of activities as a component of non-operating activity along with investment income which consists of interest and dividends.

*Membership Receivables:* Membership receivables are stated at the amount management expects to collect from the outstanding balances, less an estimate made for doubtful accounts, if necessary.

*Concentrations of Credit Risk:* Financial instruments that potentially subject the Organization to concentrations of credit risk consist primarily of cash, investments, and membership receivables. The Organization maintains its cash and investments with high-credit quality financial institutions. Management determines the allowance for doubtful accounts on membership receivables by identifying troubled receivables and by using historical experience applied to an aging receivable, based on payment history and assessment of the member's credit worthiness. As of June 30, 2014 and 2013, management believes an allowance for uncollectible membership receivables is unnecessary.

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

## 1. Organization and Significant Accounting Policies (Continued):

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

*Long-Lived Assets:* It is required that long-lived assets be reviewed for possible impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an 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 to be measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. As of June 30, 2014 and 2013, the Organization has determined that long-lived assets, including software development costs, are not impaired.

*Deferred Rent:* The Organization records rent expense on a constant periodic rate over the term of the lease agreement. The excess of the cumulative rent expense incurred over the cumulative amounts due under the lease agreement is deferred and recognized over the term of the lease.

*Advertising Costs:* The Organization expenses advertising costs as incurred. During the years ended June 30, 2014 and 2013, the Organization incurred advertising expense in the amounts of \$19,620 and \$13,429, respectively.

*Income Taxes:* The Organization is a nonprofit Organization as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal and state income taxes. However, in certain circumstances, the Organization may be subject to federal and state income taxes for profits generated from unrelated trade or business income. As of June 30, 2014 and 2013, management has determined that it does not have any

liabilities associated with unrelated trade or business income. As a result, no provision for income taxes is presented in these financial statements.

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

The Organization has not recognized any liabilities for uncertain tax positions or unrecognized benefits as of June 30, 2014; or 2013. The Organization does not expect any material change in uncertain tax benefits within the next twelve months.

As of June 30, 2014 and 2013, the Organization is not currently under examination by any taxing authority and is generally open for examination for three years from the date of filing.

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

*Subsequent Events:* Management has evaluated subsequent events spanning the period from June 30, 2014 through February 4, 2015, the latter representing the issuance date of these financial statements.

## 2. Related Party Transactions:

The Organization is related to the Council of Juvenile Correctional Administrators, Inc. (CJCA), through common board members and management. The President of the PbS Board is also a director of CJCA. In addition, one additional PbS Board Member also served on the Board of Directors of CJCA during the years ended June 30, 2014 and 2013.

PbS and CJCA are both party to a shared services agreement. The services agreement defines the shared operational expenses that are shared between PbS and CJCA, which include occupancy, payroll and related benefits and other administrative costs. The reimbursed expenses related to these transactions are

**2. Related Party Transactions (Continued):**

reported net within the statements of activities.

PbS incurred expenses on behalf of CJCA in the aggregate amounts of \$94,508 and \$39,468, for the years ended June 30, 2014 and 2013, respectively. CJCA incurred expenses on behalf of PbS in the aggregate amounts of \$84,888 and \$96,391 for the years ended June 30, 2014 and 2013, respectively. As of June 30, 2014 and 2013, PbS had net amounts payable to CJCA in the amounts of \$1,917 and \$3,470, respectively.

In addition, during the years ended June 30, 2014 and 2013, there were five and four members of the Board of Directors, respectively, employed by member organizations to which PbS provided services. In the aggregate, PbS recognized service revenue from these member organizations of \$272,500 and \$136,539 during the years ended June 30, 2014 and 2013, respectively.

**3. Investments:**

As of June 30, 2014 and 2013, the Organization invests cash in excess of daily requirements in short-term and long-term investments consisting of a money market account and fixed income securities. As of June 30, 2014 and 2013, investments consist of the following:

	2014	
	Cost	Fair Value
U.S. Government Bonds	\$ 319,817	\$ 316,399
Corporate Bonds	76,483	76,314
Money Market Funds	92,871	92,871
	<u>\$ 489,171</u>	<u>\$ 485,584</u>
	2013	
	Cost	Fair Value
U.S. Government Bonds	\$ 488,242	\$ 478,325
Money Market Funds	3,405	3,405
	<u>\$ 491,647</u>	<u>\$ 481,730</u>

Investments are carried at fair value. Unrealized gains (losses) on investments, reflected in the statements of activities, amounted to \$6,330 and \$(12,892) during the years ended June 30, 2014 and 2013, respectively. Realized (losses) gains on investments amounted to \$(6,381) and \$3,402 during the years ended June 30, 2014 and 2013, respectively.

**4. Property and Equipment:**

Property and equipment as of June 30, 2014 and 2013 consists of the following:

	2014		2013	
Computer Equipment	\$	8,689	\$	7,685
Less: Accumulated Depreciation		<u>7,864</u>		<u>7,444</u>
	\$	<u>825</u>	\$	<u>241</u>

Depreciation expense for the years ended June 30, 2014 and 2013 amounted to \$420 and \$2,500, respectively. Depreciation expense of \$674 was charged to PbS from a related party for the year ended June 30, 2013, which was attributable to the leasehold improvements of office space previously lease by the related party.

**5. Software Development Costs:**

Capitalized software development costs as of June 30, 2014 and 2013 consists of the following:

	2014		2013	
Software Development Costs	\$	715,429	\$	715,429
Accumulated Amortization		<u>653,707</u>		<u>510,647</u>
	\$	<u>61,722</u>	\$	<u>204,782</u>

Amortization expense amounted to \$143,060 during the years ended June 30, 2014 and 2013.

## 6. Fair Value:

The Organization's investments measured at fair value on a recurring basis at June 30, 2014 and 2013 are as follows:

	2014			
	Fair Value Measurements at Reporting Date Using			
	Totals	Quoted Prices	Significant	Significant
		in Active Markets for Identical Assets or Liabilities (Level 1)	Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)
U.S. Government Bonds	\$ 316,399	\$ -	\$ 316,399	\$ -
Corporate Bonds	76,314	-	76,314	-
Money Market Funds	92,871	92,871	-	-
Total	\$ 485,584	\$ 92,871	\$ 392,713	\$ -

	2013			
	Fair Value Measurements at Reporting Date Using			
	Totals	Quoted Prices	Significant	Significant
		in Active Markets for Identical Assets or Liabilities (Level 1)	Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)
U.S. Government Bonds	\$ 478,325	\$ -	\$ 478,325	\$ -
Money Market Funds	3,405	3,405	-	-
Total	\$ 481,730	\$ 3,405	\$ 478,325	\$ -

The following is a description of the valuation methodologies used for assets measured at fair value using level 2 inputs. There have been no changes in the methodologies used for the years ended June 30, 2014 and 2013.

- Corporate and U.S. Government bonds are valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing value on yields currently available on comparable securities of issuers with similar credit ratings. When quoted prices are not available for identical or similar bonds, the bond is valued under a discounted cash flows approach that maximizes observable inputs, such as current yields of similar instruments, but includes adjustments for certain risks that may not be observable, such as credit and liquidity risks or a broker quote if available.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

**7. Line of Credit:**

The Organization is party to an amended revolving line of credit with a bank with a maximum borrowing limit of \$400,000, which is due on demand and expires on May 31, 2016. Under the terms of the line of credit, borrowings are collateralized by a security interest in the Organization's investment accounts. Interest on the outstanding balance is calculated at the bank's prime base rate, with a minimum amount of 3.99% (3.99% at June 30, 2014). As of June 30, 2014, no borrowings were outstanding. As of June 30, 2013, the outstanding borrowings under the line of credit amounted to \$80,000.

**8. Functional Expenses:**

Expenses for the years ended June 30, 2014 and 2013 are comprised of the following functional classifications:

	<u>2014</u>	<u>2013</u>
Program Services	\$ 1,308,662	\$ 1,431,668
Management and General	<u>281,607</u>	<u>335,823</u>
	<u>\$ 1,590,269</u>	<u>\$ 1,767,491</u>

**9. Operating Leases:**

As of March 2013, the Organization is party to a noncancelable lease agreement for office space in Braintree, Massachusetts, which expires in May 2020. The Organization shares this office space with a related party, CJCA. During the years ended June 30, 2014 and 2013, rent expense incurred under this agreement amounted to \$29,831 and \$16,511, respectively.

Future minimum lease payments due under the noncancelable lease agreement as of June 30, 2014, are as follows:

<u>Year Ending</u> <u>June 30,</u>	
2015	\$ 48,644
2016	50,035
2017	51,416
2018	52,807
2019	54,188
Thereafter	<u>50,842</u>
	<u>\$ 307,932</u>

Based on the shared services agreement with its related party CJCA, half of these future minimum lease payments will be reimbursed by CJCA. The shared services agreement can be terminated with a sixty day notice by either party and the full amount of this lease agreement will remain PbS' obligation.

**10. Indemnifications:**

In the ordinary course of business, the Organization enters into various agreements containing standard indemnification provisions. The Organization's indemnification obligations under such provisions are typically in effect from the date of execution of the applicable agreement through the end of the applicable statute of limitations. The aggregate maximum potential future liability of the Organization under such indemnification provisions is uncertain. As of June 30, 2014 and 2013, no amounts have been accrued related to such indemnification provisions.

# *PbS Learning Institute*

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## **PbS Learning Institute Executive Board Officers & Directors Listing**

<b>Officers:</b>	<b>Name:</b>	<b>Contact Information</b>	<b>Term</b>
<i>President</i>	Mike Dempsey	Indiana Division of Youth Services 302 W Washington Street IGCS Rm E334 Indianapolis, Indiana 46204-2278 Tel: 317-233-2286; Fax: 765-778-5211 <a href="mailto:MDempsey@idoc.IN.gov">MDempsey@idoc.IN.gov</a>	8/14 – 8/16
<i>Vice President</i>	Sharon Harrigfeld	Idaho Dept. of Juvenile Corrections 954 West Jefferson Street P.O. Box 83720 Boise, ID 83720-0285 Tel. 208-334-5100; Fax: 208-334-5120 <a href="mailto:Sharon.Harrigfeld@idjc.idaho.gov">Sharon.Harrigfeld@idjc.idaho.gov</a>	8/14 – 8/16
<i>Treasurer</i>	Robert Pidgeon	Community Solutions, Inc. 4 Griffin Road North Windsor, CT 06095 <a href="mailto:bpidgeon@csimail.org">bpidgeon@csimail.org</a> 860-527-0101	2/14 – 2/17
<i>Clerk</i>	Tonya Wright-Cook	South Dakota Star Academy 12279 Brady Drive Custer, SD 57730 605-673-2521 x 193 <a href="mailto:Tonya.cook@state.sd.us">Tonya.cook@state.sd.us</a>	2/14 – 2/17

<b>Directors:</b>	<b>Name:</b>	<b>Contact Information:</b>	
	Velvet McGowan,	South Carolina Department of Juvenile Justice 4900 Broad River Road Columbia SC, 29212-3552 <a href="mailto:VFMCGO@scdjj.net">VFMCGO@scdjj.net</a> 803-223-1194	8/13 – 8/16
	Simon Gonsoulin	American Institutes for Research 1000 Thomas Jefferson Street, Washington, DC 20007 <a href="mailto:SGonsoulin@air.org">SGonsoulin@air.org</a> 202.403. 5653	2/14 – 2/17

# *PbS Learning Institute*

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Bartlett Stoodley	Department of Corrections State House Station #111 Augusta, ME 04333 <a href="mailto:Bartlet.h.stoodley@maine.gov">Bartlet.h.stoodley@maine.gov</a> 207-287-4365	2/14 – 2/17
Kelly Caralis, Esq.	22 Tamar Drive, Medford, MA 02155 <a href="mailto:kcmedford@yahoo.com">kcmedford@yahoo.com</a> <a href="mailto:kac@riw.com">kac@riw.com</a> 781-866-9039	2/13 – 2/16

<u>Staff:</u>	<u>Name:</u>	<u>Contact Information:</u>
Executive Director	Kim Godfrey	CJCA 639 Granite Street, Ste 112 Braintree, MA 02184 781-843-2663 <a href="mailto:Kim.godfrey@pbstandards.org">Kim.godfrey@pbstandards.org</a>
<i>Immediate Past President</i>	Ned Loughran	CJCA 639 Granite Street, Ste 112 Braintree, MA 02184 781-843-2663 <a href="mailto:Ned.Loughran@cjca.net">Ned.Loughran@cjca.net</a>

**Professional Objective:**

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

**Capsule History:**

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

**Experience:**

**Assistant Commissioner**, Massachusetts Department of Youth Services, (1991- 2002) - Directed Organizational Development Unit consisting of policy and standards, grants management, communication, strategic planning, quality management, training and research bureaus (2000-2002); Deputy Director OD Unit (1998-2002); Initiated and directed Policy and Standards Unit (1995-1998); Directed Bureau of Facility Operations (1991-1995) including oversight and management for \$50 million annual budget with over thirty (30) residential programs for the detention and treatment of the most violent and dangerous youthful offenders. Investigation authority; Executive Staff; Direct report to Commissioner; Master Trainer.

**Consultant/Teaching**

- (2003-Present) - Professor at Cambridge College: Introduction to Juvenile Justice; Juvenile Justice Internship, Strategic Planning, Grant Development courses. Supporting a conducive, eclectic environment to mature students; Encouraging open-mindedness toward a learning environment; Developing presentation (communication) and leadership skills; Demonstrating Strategic Planning concept and related methodology; Promoting enhanced understanding for causal factors leading to delinquency and crime; Advocating for compassion and patience for juvenile offenders and their families; and Discussing modalities for caring for and mainstreaming juvenile offenders back into the community with better survival and law abiding skills; Writing grants for related work.
- (1987-Present) - Consultant for the Council of Juvenile Correctional Administrators Association (1996-Present). Data Assessment and Analysis, Strategic and Improvement Planning, Training, Coaching, Management Facilitation, Reporting, Advisement for juvenile correctional agencies, over 35 state and county facilities. Under the auspices of the Office for Juvenile Justice Delinquency and Prevention (OJJDP).
- (2003 – Present) - Alabama Department of Youth Services: Strategic Planning, Facilities Improvement
- Completed Federal Resource Guide – **Performance-Based Standards as a Management Tool**  
**Juvenile Corrections : Learning to Improve** April 21, 2001

- Connecticut County Detention Facilities (2000).
- Browns School, Puerto Rico (1999).
- Lowell Police Department (1996).
- Boston Police Department (1987-1992)

**Area Facility Administrator**, Massachusetts Department of Youth Services, (1981-1991).

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

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

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

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

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

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

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

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

**Education:**

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

**Personal:**

- Married with three children.
- Task oriented, high achiever.
- Extensive sports participant background and coach.
- Avid reader and hiker.
- Juvenile Correctional Trainers Association **member**.
- American Correctional Association **member**.
- **Board of Directors** for Correctional Association of Massachusetts.
- U.S. Army Honorable Discharge, 1965
- College Professor

**Specialized Skills/Competencies:**

- ❖ Strategic Planning

- ❖ Organizational Analysis
- ❖ Team Building and Facilitation
- ❖ Training and Coaching
- ❖ Project Management
- ❖ Communication and Presentation
- ❖ Leadership
- ❖ Change Management
- ❖ Quality and Learning Organizations

**References:** Furnished upon request.

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: PbS Learning Institute, Inc.

Name of Program: PbS

BUDGET PERIOD:		SFY 15			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT	
Dave Crowley	Coach	\$130,000	7.00%	\$9,000.00	
		\$0	0.00%	\$0.00	
		\$0	0.00%	\$0.00	
		\$0	0.00%	\$0.00	
		\$0	0.00%	\$0.00	
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$9,000.00</b>	

BUDGET PERIOD:		SFY 16			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT	
Dave Crowely	Coach	\$130,000	7.00%	\$9,000.00	
		\$0	0.00%	\$0.00	
		\$0	0.00%	\$0.00	
		\$0	0.00%	\$0.00	
		\$0	0.00%	\$0.00	
		\$0	0.00%	\$0.00	
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$9,000.00</b>	



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

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

Nicholas A. Toumpas  
Commissioner

Maggie Bishop  
Director

APPROVED F/C \_\_\_\_\_  
DATE April 23, 2013  
APPROVED G&C 85  
DATE 6/19/13  
NOT APPROVED \_\_\_\_\_

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

**REQUESTED ACTION**

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

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

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

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

**EXPLANATION**

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

April 23, 2013

Page 2

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

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

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

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

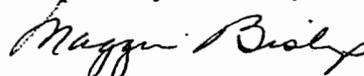
This agreement calls for the provision of these services for two years. This agreement also includes an option for up to a two year renewal based on the satisfactory delivery of services, continued availability of supporting funds, and Governor and Council approval.

Area served: Statewide

The source of funds is 100% Federal Funds.

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

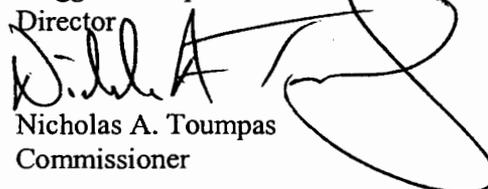
Respectfully submitted,



Maggie Bishop

Director

Approved by:



Nicholas A. Toumpas  
Commissioner

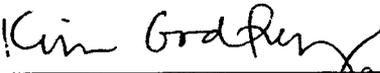
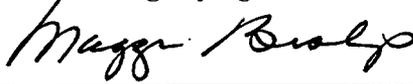
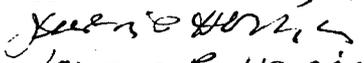
Subject: Performance-based Standards for Youth Correction and Detention Facilities

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Division for Children, Youth and Familie		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> PbS Learning Institute, Inc.		<b>1.4 Contractor Address</b> Council of Juvenile Correctional Administration 170 Forbes Road, Suite 106 Braintree, MA 02184	
<b>1.5 Contractor Phone Number</b> 781-843-2663	<b>1.6 Account Number</b> 05-95-42-421410-79070000	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$40,000.00
<b>1.9 Contracting Officer for State Agency</b> John Harrington		<b>1.10 State Agency Telephone Number</b> 603-271-9540	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Kim Godfrey, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>RI</u> , County of <u>PROV</u> On <u>4/23/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> MICHELLE CHOUNARD NOTARY PUBLIC STATE OF RHODE ISLAND MY COMMISSION EXPIRES 03/29/2017 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Michelle Chouinard Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Maggie Bishop, Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Jeanne P. Herick, Attorney On: <u>29 April 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: KR  
Date: 9/22/13

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

# CERTIFICATE OF VOTE

(Corporation without Seal)

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

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

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

Pbs services.

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 23<sup>rd</sup> day of April, 2013.  
(Date Contract Signed)

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

of the Corporation.

[Signature]  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE / South Dakota

County of Custer

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

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

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10/28/14



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

DATE: April 10, 2013

CONTRACT PROJECT: Performance based Standards (PbS)

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

CONTRACTOR NAME: PbS Learning Institute

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

EXECUTIVE DIRECTOR: Kim Godfrey

TELEPHONE: 781-843-2663

FAX: 781-843-1688

E-MAIL: kingodfrey@pbstandards.org

Provisions Applicable To All Services:

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

A. PROGRAM SPECIFICATIONS

1. Population Served

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

## 2. Services to be Provided

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

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

Specific reports to be provided to the Division include:

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

3. Program Outcomes

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

B. OPERATIONAL SPECIFICATIONS

1. General

1.1 The Contractor shall provide all services directly.

2. Staff Qualifications

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

3. Records and Reporting Requirements

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

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

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

C. SPECIAL PROVISIONS:

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

## EXHIBIT B

### METHOD, SCHEDULE, AND CONDITIONS PRECEDENT TO PAYMENT

Contract Agency: PbS Learning Institute, Inc.

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

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

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

Contractor Initials: KG

Date: 4/22/13

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

**Division for Children, Youth and Families**

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

**State Fiscal Year 2014**

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

**State Fiscal Year 2015**

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

Contractor Initials: KG  
Date: 4/22/13

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

Bidder/Program Name: PbS Learning Institute, Inc.

Budget Request for: \_\_\_\_\_

*(Name of RFP)*

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

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

Indirect As A Percent of Direct

0

13. Membership Dues

Contractor Initials: FG

Date: 4/22/13

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

Bidder/Program Name: PbS Learning Institute, Inc.

Budget Request for: \_\_\_\_\_

*(Name of RFP)*

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

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

Indirect As A Percent of Direct

0

13. Member Dues

Contractor Initials:   VCG  

Date:   4/22/13

## NH Department of Health and Human Services

## STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

**2. Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

**3. Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

**4. Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

**5. Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

**6. Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**7. Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

**8. Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

**9. Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

**9.1 Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

**9.2 Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

**10. Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

**10.1 Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

**10.2 Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

**11. Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

**12.2 Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

**13. Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**14. Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

**14.1** The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

**15. Prior Approval and Copyright Ownership:**

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

**16. Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

**SPECIAL PROVISIONS – DEFINITIONS**

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

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

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

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

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

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

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT C-I**

**ADDITIONAL SPECIAL PROVISIONS**

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

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

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

Kim Godfrey 4/22/13  
 (Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

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

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

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

Kim Godfrey  
(Contractor Representative Signature)

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

PBS Learning Institute  
(Contractor Name)

4/22/13  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

#### PRIMARY COVERED TRANSACTIONS

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

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

<p><i>Kim Godfrey</i>          (Contractor Representative Signature)</p>	<p><i>Kim Godfrey, Executive Director</i>          (Authorized Contractor Representative Name &amp; Title)</p>
<p><i>PBS Learning Institute</i>          (Contractor Name)</p>	<p><i>4/22/13</i>          (Date)</p>

Contractor Initials: *KG*  
 Date: *4/22/13*

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.

Kim Godfrey  
(Contractor Representative Signature)

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

PBS Learning Institute  
(Contractor Name)

4/22/13  
(Date)