



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES



Nicholas A. Toumpas
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-6891 1-800-852-3345 Ext. 6891
Fax: 603-271-5318 TDD Access: 1-800-735-2964

José Thier Montero
Director

April 27, 2010

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Prevention Services, Obesity Prevention Program (OPP) and The Tobacco Prevention and Control Program (TPCP), to enter into an agreement with JSI Research and Training Institute, Inc., dba Community Health Institute (Vendor #161611-B001), 501 South Street, Second Floor, Bow, NH 03304, to assess the feasibility of statewide implementation of public policy relative to nutrition, physical activity, and tobacco prevention, effective April 28, 2010 or date of Governor and Council approval, whichever is later, through January 31, 2012. Funding is available through the American Recovery and Reinvestment Act of 2009 (ARRA) in an amount not to exceed \$410,837. Funds are available in the following accounts for SFY 2010 and SFY 2011, and are anticipated to be available in SFY 2012 depending upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts if needed and justified, between State Fiscal Years.

05-95-90-901510-0915 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH SERVICES, BUREAU OF PREVENTION SERVICES, ARRA TDB.

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2010	102-500731	Contracts for Program Services	90901001	\$50,777
SFY 2011	102-500731	Contracts for Program Services	90901001	\$240,040
SFY 2012	102-500731	Contracts for Program Services	90901001	\$120,020
			Total	\$410,837

EXPLANATION

Funds in this agreement will be used to assess the feasibility, and support the implementation of, the following high-impact public policy "Access Strategies" in licensed child care settings, public schools and workplaces: 1. Increase healthy food/drink availability, and physical activity; 2. Restrict television time in child care settings; 3. Strengthen administrative rules to mirror RSA 126:K7 (24/7 tobacco free public schools) in child care settings; 4. Limit unhealthy food/drink availability in schools; and 5. Provide recommendations addressing comprehensive clean indoor air needs in NH and assess alternatives local entities can utilize to work towards restoring local control.

A final policy intervention assessment report will be utilized to provide education to increase or strengthen the "Access Strategies" listed above with guidance from the DPHS. The Department of Education and the DHHS Childcare Licensing Bureau have agreed to work with DPHS on these initiatives.

JSI Research and Training Institute, Inc., dba Community Health Institute, Inc. (JSI/CHI) was selected for this project through a competitive bid process. A legal notice was published in the New Hampshire Union Leader soliciting Request for Proposals (RFP) on Friday, January 29, 2010; Sunday, January 31, 2010; and February 1, 2010. In addition, a bidders' conference call and face to face meeting was held on Wednesday, February 3, 2010. The RFP was also posted on the DHHS web site.

Three letters of intent were received in response to the RFP. In all, two proposals were submitted for consideration. A review committee meeting was convened consisting of four professionals that are both internal and external to DHHS who collectively provided expertise in tobacco prevention and control, obesity prevention, nutrition, child care licensing, program health and administration, contracting, policy, public information, community-based services, and public health. The scoring criteria was based on a 100-point scale and focused on the bidder's capacity to perform the scope of service and the ability to collaborate with local partners.

The reviewers independently read and scored each proposal before meeting to average the scores. After determining that the aggregated average scores differed by less than three points the review team recommended that the bidders, as allowed under the RFP, provide oral presentations to the review committee. The DPHS requested each agency to respond to five questions that addressed key issues raised by the original review committee. The two bidders gave a live presentation to the original review committee and handed out copies of their written responses to the questions. JSI/CHI was awarded the bid based on the scores from the live presentation. Their organization's mission, infrastructure, and previous experience demonstrate that they have the capacity to meet or exceed the deliverables set forth in the agreement and they articulated a clear vision and scope of service. The RFP scoring summary is attached.

This is the first contract with this agency for these services. These funds are available due to the American Recovery and Reinvestment Act (ARRA) funding award to New Hampshire to assess the feasibility of and support statewide implementation of public policy relative to nutrition, physical activity, and tobacco prevention.

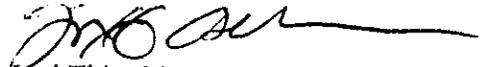
Performance measures are located in Exhibit A and will be used to measure the effectiveness of the agreement.

The geographic area to be served is statewide.

Source of Funds: 100% Federal Funds (ARRA).

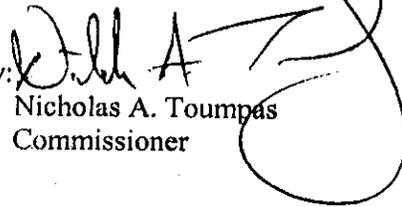
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/SLM/jpr

Program Name Obesity Prevention Program & Tobacco Prevention and Control Program (OPP/TPCP)
Contract Purpose RFP # 10-DPHS-OPP-TPCP-ASSESSMENT-18
RFP Score Summary Proposal Review Meeting - March 8, 2010

RF/RFP CRITERIA	Max Pts	Community Health Institute, Bow, NH	NH Public Health Association, Concord, NH
Agency Capacity	30	25.75	27.50
Program Structure	50	44.00	43.00
Budget & Justification	15	11.50	13.25
Format	5	4.75	5.00
Total	100	86.00	88.75

BUDGET REQUEST			
Year 1 (4-28-10 - 6-30-10)		33,220.00	25,507.60
Year 2 (7-1-10 - 6-30-11)		222,383.00	236,039.00
Year 3 (7-1-11 - 1-31-12)		155,234.00	150,202.00
TOTAL BUDGET REQUEST		410,837.00	411,748.60
			Over budget by \$911.60
BUDGET AWARDED			
Year 1 (4-28-10 - 6-30-10)			
Year 2 (7-1-10 - 6-30-11)			
Year 3 (7-1-11 - 1-31-12)			
TOTAL BUDGET AWARDED			

RFP Reviewers

Name	Job Title	Dept/Agency
1 Mike Devlin	Community Services Program Manager	Harvard Pilgrim Health Care Foundation
2 Marisa Lara	Health Promotion Advisor	DHHS/Diabetes
3 Christin D'Ovidio	Program Specialist	DHHS/Tobacco
4 Terri Peck	Licensing Supervisor	DHHS/Child Care Licensing

Program Name Obesity Prevention Program & Tobacco Prevention and Control Program (OPP/TPCP)
Contract Purpose RFP # 10-DPHS-OPP-TPCP-ASSESSMENT-18
RFP Score Summary Bidders Oral Presentation - March 29, 2010

RFA/RFP CRITERIA	Max Pts	Community Health Institute, Bow, NH	NH Public Health Association, Concord, NH
Question 1	20	18.75	16.50
Question 2	25	22.75	20.25
Question 3	15	14.00	8.50
Question 4	25	22.00	14.50
Question 5	15	13.25	12.25
Total	100	90.75	72.00

BUDGET REQUEST		
Year 1 (4-28-10 - 6-30-10)	33,220.00	25,507.60
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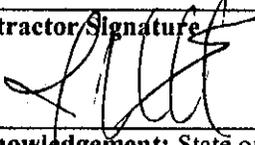
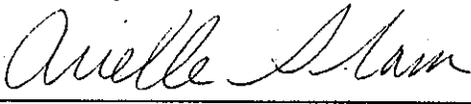
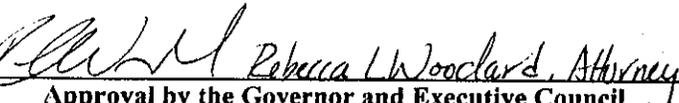
Subject: Communities Putting Prevention to Work: Statewide Policy and Environmental Assessment, Recommendations and Collaboration to Enhance Obesity and Tobacco Prevention and Control Public Health Policies

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name John Snow Research and Training Institute, Inc., dba Community Health Institute, Inc		1.4 Contractor Address 510 South Street 2nd Floor Bow, NH 03303	
1.5 Contractor Phone Number (603) 573-3300	1.6 Account Number 010-090-0915-102-500731	1.7 Completion Date January 31, 2012	1.8 Price Limitation \$410,837
1.9 Contracting Officer for State Agency Joan H. Ascheim, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Stewart, Director of Community Health Institute	
1.13 Acknowledgement: State of NH, County of Merrimack On <u>4/8/10</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  ARIELLE SLAM, Notary Public My Commission Expires April 15, 2014			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Arielle Slam, Notary Public</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joan H. Ascheim, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <i>Rebecca L. Woodard, Attorney</i> On: <u>5/10/10</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Initial JS
Date 4/8/2010

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: JK
Date: 4/13/10

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.

NH Department of Health and Human Services

Exhibit A

Scope of Services

Communities Putting Prevention to Work: Statewide Policy and Environmental Assessment, Recommendations and Collaboration to Enhance Obesity and Tobacco Prevention and Control Public Health Policies

CONTRACT PERIOD: April 28, 2010 or date of G&C approval, whichever is later, through January 31, 2012.

CONTRACTOR NAME: JSI Research and Training Institute, Inc., dba Community Health Institute

ADDRESS: 501 South State Street, 2nd Floor, Bow, NH 03304

DIRECTOR: Jonathan Stewart

TELEPHONE: (603) 573-3300

The Contractor shall:

Assess the feasibility of implementing the following high-impact public policy "Access Strategies" in licensed child care settings, public schools and workplaces. Develop a final policy intervention assessment report to be utilized to increase or strengthen the "Access Strategies" listed in 1-3 below with guidance from the DPHS.

1. Increase availability of healthy food and beverages, limiting or restricting screen time, requiring daily physical activity, and decreasing exposure to environmental tobacco smoke in licensed child care settings.
2. Strengthen regulatory rules to mirror RSA 126:K7 (24/7 tobacco free public schools) in licensed child care settings.
3. Limit unhealthy food/drink availability in schools.
4. Provide recommendations addressing comprehensive clean indoor air that includes local government ability to effect local decisions (NH preemption status).
5. Develop a report outlining recommendations based on the completed review of policies, laws and rules as listed above; develop steps toward policy, law and rule implementation in childcare and school settings, and draft a strategic plan for completion of the policy, law and or rule change. Engage stakeholders for a final working meeting to review findings, recommendations and strategic plan, and to solicit feedback. Finalize report for dissemination/utilization.

The final policy analysis document and strategic plan will provide the following: feasibility assessments and needed trainings regarding updating NH Child Care Licensing Rules, NH Department of Education School Approval Rules, and policy analysis and education to increase the ability of municipalities to enact local tobacco-free policies and education to strengthen the indoor smoking law so that it is comprehensive.

I. General Provisions

A. Relevant Policies and Guidelines

1. Through this contract and under direction of the NH Obesity Prevention Program (OPP) and Tobacco Prevention and Control Program (TPCP) contractor shall implement priority evidence-based policy and practices given available resources and with guidance from the program.
2. Contractor will develop targets for the contract performance measures/outcomes.
3. Utilize the work plan template (to be developed with OPP/TPCP staff) and a brief narrative (not to exceed 5 pages) for quarterly and final reports.
4. Upload or provide reports electronically to DPHS.

II. Minimal Standards of Core Services

A. Staffing

1. Within the first month of contractual approval through the G&C process, hire or designate 1 FTE Health Analyst/Project Director; 1 FTE Health Educator; .5 FTE Evaluator; .5 FTE Administrative Assistant; and .20 accounts payable clerk.
2. Qualifications for Project Director
 - a. Bachelor or Master Degree in Health Promotion, Disease Prevention, Public Health, or related field.
 - b. Demonstrated ability to provide strong core leadership to achieve success including: building and maintaining relationships, effective written and oral communication.
 - c. Strong organization skills with ability to delegate tasks, and track inputs and performance measures/outcomes.
 - d. Ability to collect and aggregate surveillance data.
 - e. Experience with policy analysis and comprehensive knowledge of legislative and rule making processes.

Qualifications for Health Educator

- a. Bachelor or Master's Degree Health Promotion, Health Education, Disease Prevention or related field.
 - b. Demonstrated ability to provide strong core leadership to achieve success including: building and maintaining relationships, effective written and oral communication.
 - c. Experience developing educational materials, public education campaigns, or social marketing campaigns.
3. Vacancies
 - a. Report staff turnover to NH OPP/TPCP in writing within two weeks of notification of intention to vacate.
 - b. Fill vacant positions within two months of vacancy occurrence.
 4. Training and Technical Assistance
 - a. Proactively ensure that fiscal staff is aware of budget details, monthly expenditure reports, and line item change request and timelines.

- b. Attend scheduled group training and technical assistance sessions provided by NH OPP/TPCP staff on topics related to project and share the information to inform local initiatives and activities.
- c. Participate in one-on-one training and technical assistance as determined by NH OPP/TPCP and/or requested by the contractor.
- d. Utilize the work plan template to report process, activities, outputs, and outcome information under Section B.

B. Deliverables: Coordination of Services, Trainings, and Meetings

1. Develop a plan to implement relevant recommendations of the NH Commission on Prevention of Childhood Obesity. Specifically, to improve access to healthy food and drink choices, require daily physical activity, and restrict screen time in licensed child care and improve access to healthy food and drink choices in NH public schools. Additional policy recommendations will include eliminating exposure to secondhand and third-hand smoke for children enrolled in licensed NH child care programs.

Objective 1: By December 2011, a policy document and strategic plan will be developed and disseminated that includes recommendations for comprehensive nutrition and physical activity requirements and the elimination of secondhand and third-hand smoke exposure.

Outputs:

- Draft a proposed voluntary policy and impact paper on recommended changes to licensing rules based on Obesity Commission report.
 - By June 2011, complete the trainings on voluntary policy and impact for potential rule changes with stakeholders and providers.
 - By December 2011, complete the policy document evaluation, complete and disseminate the strategic plan.
 - A minimum of ten percent of child care programs develop voluntary policies based on strategic plan and provider trainings.
2. Provide information and resources to Department of Education (DOE) in support of amending NH School Approval Rules to improve access to healthy food and drink choices and limit unhealthy food/drink availability.

Objective 2: By December 2012, ED-306 will include regulations regarding competitive foods and schools consistent with the recommendations of the Institute of Medicine Report (IOM) Nutrition Standards for Foods in Schools.

Outputs:

- Draft the proposed DOE school rules and meet with DOE legislative liaison.
- By June 2011, conduct trainings on rule changes in advance of implementation.
- By September 2011, rules are adopted.
- By December 2011, complete the evaluation of rule implementation.
- By December 2011, complete the policy document evaluation, complete and disseminate the strategic plan and complete the trainings relative to Obj.1 and 2.

3. Comprehensive clean indoor air for all.

Objective 3: Conduct research and assess national public policies, make recommendations based on best practices and comprehensive clean indoor air and preemption and provide education and training sessions to stakeholders.

Outputs:

- By December 2010 draft report share with TPCP staff.
- By June 2011, hold at least one stakeholder meeting to report findings and collect stakeholder feedback.
- By August 2011, finalize report and disseminate to members of the NH Tobacco Free Coalition and Comprehensive Cancer Collaboration.
- By September 2011, identify stakeholders taking action steps based on report recommendations.

C. Deliverables: Development, Utilization and Reporting of Work Plans

Performance work plans are required annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work plans are a key component of the DPHS performance-based contracting system and of this contract.

- a. Within the first 6 weeks of contract approval, and with technical assistance from OPP/TPCP, develop a work plan using the OPP/TPCP template to track achievements of performance measures using Best Practice Models.
- b. The Director/Educator shall incorporate required and developmental performance measures, defined by the TPCP/OPP, into the agency's work plan.
- c. Submit the following to the TPPC/OPP staff, which will be used as the basis upon which subsequent funding requests are determined:
 - o Quarterly narrative and work plan updates with performance measures are due each year to OPP/TPCP; dates will be set once contract is approved.

III. Publications Funded Under Contract

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.

The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the Tobacco Prevention and Control Program/Obesity Prevention Program immediately for additional guidance.

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Communities Putting Prevention to Work: Statewide Policy and Environmental Assessment, Recommendations and Collaboration to Enhance Obesity and Tobacco Prevention and Control Public Health Policies

CONTRACT PERIOD: April 28, 2010 or date of G&C approval, whichever is later, through January 31, 2012.

CONTRACTOR NAME: JSI Research and Training Institute, Inc., dba Community Health Institute

ADDRESS: 501 South State Street, 2nd Floor, Bow, NH 03304

Director of Community Health Jonathan Stewart
Institute

TELEPHONE: (603) 573-3300

Vendor # 161611-B001

Job # 90901001

Appropriation # 010-090-0915-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$410,837.00 for Statewide Policy and Environmental Assessment, Recommendations and Collaboration to Enhance Obesity and Tobacco Prevention and Control Public Health Policies, is funded with 100% Federal Funds through The American Recovery and Reinvestment Act of 2009 (ARRA) *Communities Putting Prevention to Work* (CPPW); Centers for Disease Control (CDC) CFDA #93.723.

TOTAL: \$410,837.00

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
4. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
5. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for



11/15/10

that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.

6. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

NH Department of Health and Human Services

Exhibit C

American Recovery and Reinvestment Act Standard Terms

Notwithstanding any provision of this Agreement to the contrary, the following terms and conditions shall govern and take precedence over any conflicting provision in this Agreement.

1. The Contractor/Grantee shall obtain a DUNS number (www.dnb.com), and register with the Central Contractor Registry (CCR, www.ccr.gov). The Contractor/Grantee shall require any subcontractor/subgrantee to obtain a DUNS number.

The Contractor/Grantee agrees to advertise any sub-contract/sub-grant opportunity arising from this contract/grant to be paid for with American Recovery and Reinvestment Act funds on the State of New Hampshire, Department of Administrative Services "Bidding Opportunities" web site, by completing a bid description form available at: http://www.sunspot.admin.state.nh.us/statecontracting/Documents/bid_form.doc and submitting it to the Contracting Officer or Grant Manager who will submit the form to purchweb@nh.gov. The bid description form may also be obtained in person from the Office of Economic Stimulus at the State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301, by U.S. mail to 107 North Main Street, State House -- Room 208 Concord, New Hampshire 03301. Requests can be made by phone, (603) 271-2121, or by email, NHOES@nh.gov.

2. The Contractor/Grantee, upon entering into any sub-contract/sub-grant to be paid for with American Recovery and Reinvestment Act funds received through this contract/grant for the purpose of carrying out this agreement, agrees to provide the Contracting Officer/Grant Manager and the Office of Economic Stimulus redacted PDF or paper copies of the executed sub-contracts/sub-grants. A copy may be submitted by e-mail to NHOES@nh.gov or by U.S. Mail to 107 North Main Street, State House -- Room 208 Concord, New Hampshire 03301 or by delivery to the Office of Economic Stimulus, State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301. The copies provided to the State shall have any proprietary or non-public information, the disclosure of which would constitute an invasion of privacy, redacted. All contracts/grants to individuals and those for amounts of less than \$25,000 shall be reported in the aggregate by written narrative in a manner that protects the privacy interests of any individual recipient. The written narrative shall include the purpose of the sub-contract(s)/grant(s), the aggregate amount of the sub-contract(s)/grant(s), and an estimate of the jobs created and the jobs retained by job type, if any, as a result of the sub-contract(s)/grant(s). All contracts/grants awarded using American Recovery and Reinvestment Act funds will be posted on the NH Recovery web site and may be posted on the federal Recovery.gov web site.

3. The Contractor/Grantee shall comply, and require any subcontractor/subgrantee to comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Contractor/Grantee and subcontractor/subgrantee, including, but not limited to:

a. The Contractor/Grantee shall comply with, and shall require any subcontractor/subgrantee to comply with, applicable provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and applicable federal, rules, orders, regulations and guidelines issued pursuant thereto, as amended from time to time, including, but not limited to:

Section 1512 Reporting:

ARRA imposes transparency, oversight and accountability requirements, including, without limitation, the reporting requirements in the Jobs Accountability Act in Section 1512.

Definitions. As used in this Section 1512 reporting clause, the following terms have the meaning set forth below:

Contract: means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications, grants, and cooperative agreements.

First-tier subcontract: means a subcontract awarded directly by a prime contractor whose contract is funded by ARRA.

Jobs created: means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers contractor/grantee positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor/grantee. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

Jobs retained: means an estimate of those previously existing filled positions that are retained as a result of funding by ARRA. This definition covers contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

All jobs created (FTEs) added to all jobs retained (FTEs) should equal the total jobs (FTEs) being paid for with the ARRA contract/grant funds received pursuant to this Agreement by the contractor/grantee. Stated otherwise, all jobs (FTEs) being paid for with funds provided by this agreement minus all jobs created (FTEs) should equal all jobs retained (FTEs). A job cannot be reported as both created and retained.

Total compensation: means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation, which is not tax-qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

The Contractor/Grantee shall provide the data needed for Section 1512 reporting monthly in the format defined by the Contracting Officer/Grant Manager. The report format may be changed over time if the federal government issues guidance or establishes requirements for a different format.

Section 1512, at a minimum, requires the following data from the Contractor/Grantee:

- (1) An evaluation of the completion status of the project or activity;

- (2) An estimate of the number of jobs created by the project or activity by job type;
- (3) An estimate of the number of jobs retained by the project or activity by job type;
- (4) Total hours of employees working on the project or activity (subtotal by jobs created and existing jobs);
- (5) Total wages for employees working on the project or activity (subtotal by jobs created and existing jobs);
- (6) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and
- (7) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

The Contractor/Grantee agrees to provide the following data required by the Federal Funding Accountability and Transparency Act, 31 U.S.C. 6101, for both the contractor/grantee and any subcontractor(s)/subgrantee(s):

- (1) The name of the entity receiving the award (must match the name used for establishing the entity's DUNS number and Contractor Central Registry);
- (2) The amount of the award;
- (3) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance Number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- (4) The location of the entity receiving the award and the primary location of performance under the award, including the city State, congressional district, and county;
- (5) The DUNS number and Central Contractor Registry numbers of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity; and
- (6) Any other relevant information specified by the Office of Management and Budget ("OMB").
Currently no further information is being required by OMB.

This contract requires the Contractor/Grantee to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to the last day of each month, are due no later than the fifth day of each month.

The Contractor/Grantee shall report the following additional information, to the contracting officer or grant manager identified in this contract/grant in an Excel spreadsheet or paper report in the form provided by the State. The State agrees to provide the Contractor/Grantee with a report form that has pre-filled the data elements known to the State:

- (1) The Government contract and order number, as applicable;
- (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the state;
- (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar month;
- (4) Program or project title, if any;

- (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure;
- (6) An assessment of the contractor's/grantee's progress towards the completion of the overall purpose and expected outcomes or results of the contract/grant (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract/grant (or portion thereof) funded by the Recovery Act;
- (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar month and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide;
- (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - (ii) An estimate of the number of jobs created by job type and a separate estimate of the number of jobs retained by job type, by the contractor/grantee and separately by any subcontractor(s)/subgrantee(s), in the United States and outlying areas. A job cannot be reported as both created and retained.
- (8) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded. This requirement applies only if:
- (i) In the Contractor's/Grantee's preceding fiscal year, the Contractor/Grantee received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts/subgrants valued at less than \$25,000 or any subcontracts/subgrants awarded to an individual, or subcontracts/subgrants awarded to a subcontractor/subgrantee that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts/subgrants awarded in the month and their aggregate total dollar amount.
- (10) For any first-tier subcontract/subgrant funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor/subgrantee to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the monthly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:
- (i) Unique identifier (DUNS Number) for the subcontractor/subgrantee receiving the award and for the subcontractor's/subgrantee's parent company, if the subcontractor/subgrantee has a parent company;
 - (ii) Name of the subcontractor/subgrantee;
 - (iii) Amount of the subcontract/subgrant award;

- (iv) Date of the subcontract/subgrant award;
- (v) The applicable North American Industry Classification System (NAICS) code;
- (vi) Funding agency;
- (vii) A description of the products or services (including construction) being provided under the subcontract/subgrant, including the overall purpose and expected outcomes or results of the subcontract/subgrant;
- (viii) Subcontract/subgrant number (the contract number assigned by the prime contractor);
- (ix) Subcontractor's/subgrantee's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;
- (x) Subcontract/subgrant primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;
- (xi) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded. This requirement applies only if;
 - (A) In the subcontractor's/subgrantee's preceding fiscal year, the subcontractor/subgrantee received:
 - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- (11) The contractor/grantee shall require the subcontractor/sub-grantee to register with the federal government Central Contractor Registration (CCR) database at www.ccr.gov.

Inspection:

The Contractor/Grantee agrees that the Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of the State of New Hampshire shall have access to and the right to:

- (1) Examine any of the Contractor's/Grantee's or any subcontractor's/subgrantee's records that pertain to and involve transactions relating to this contract/grant or a subcontract/subgrant hereunder; and
- (2) Interview any officer or employee regarding such transactions. The Contractor/Grantee shall insert a clause containing all the terms of this section, including this paragraph, in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer/Grant Manager under the Government prime contract.

Whistleblower Protection Notice:

ARRA Section 1553 establishes whistleblower protections that apply to the contractor/grantee, and any sub-contractor/subgrantee pursuant to this agreement. The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The Contractor shall include the substance of this clause including this paragraph in all subcontracts. The posted notice required by this clause shall include contact information to report fraud, waste, or abuse to the Inspector General of the federal department that is the source of the ARRA funds for this contract/grant, fraud to the New Hampshire Attorney General's Office Criminal Bureau, and waste or abuse to the Office of Economic Stimulus. A notice for this purpose is available at <http://www.nh.gov/recovery/>.

4. The Contractor/Grantee agrees to comply with the Emergency Economic Stabilization Act of 2008 requirements (as amended in Section 1608 of the Recovery Act), 12 U.S.C. 5217(b), which provide for the inclusion and utilization, to the maximum extent practicable, of minorities (as such term is defined in section 1204(c) of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (12 U.S.C. 1811 note)) and women, and minority- and women-owned businesses (as such terms are defined in 12 U.S.C.1441a(r)(4) of this title), and individuals with disabilities and businesses owned by individuals with disabilities;

5. The Contractor/Grantee agrees to comply with the National Environmental Policy Act of 1969 (P.L. 91-190) requirements in Section 1609, including requirements for plans and projects to be reviewed and documented in accordance with those processes; and Executive Order 11514; notification of violating facilities pursuant to Executive Order 11738; protection of wetlands pursuant to Executive Order 11990 and State law; evaluation of flood hazards in floodplains in accordance with Executive Order 11988; assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

6. The Contractor/Grantee agrees to comply with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance, and all State and federal anti-discrimination statutes including but not limited to: Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; the Age Discrimination Act of 1975 as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; Executive Order 11246; any other nondiscrimination provisions in ARRA, and any program-specific statutes with anti-discrimination requirements; as well as generally applicable civil rights laws including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*; the Americans With Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.*, relating to employment rights and preventing employment discrimination; the Equal Educational Opportunities Act, 20 U.S.C. § 1703, prohibiting denial of an equal educational opportunity to an individual on account of his or her race, color, sex, or national origin; the Age Discrimination in Employment Act, 29 U.S.C. § 634, prohibiting age discrimination against persons 40 years of age or older; the Uniform Relocation Act, 42 U.S.C.A. § 4601 *et seq.*, establishing uniform policies to compensate people displaced from their homes or businesses by state and local

government programs; and New Hampshire Revised Statutes Annotated Chapter 354-A, prohibiting certain discrimination in employment, in places of public accommodation and in housing accommodations.

7. The Contractor/Grantee agrees to comply with 40 U.S.C. §§ 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. §§ 51-58, Anti-Kickback Act of 1986; 41 U.S.C. § 265 and 10 U.S.C. § 2409 relating to whistleblower protections; the Hatch Act, 5 U.S.C. §§1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds; and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§401 *et seq.*), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

8. The Contractor/Grantee agrees to comply with 31 U.S.C. § 1352, relating to limitations on the use of appropriated funds to influence certain Federal contracts and New Hampshire Revised Statute Annotated 15:5 which prohibits to use of funds appropriated or granted by the State for lobbying or electioneering.

Limitations on the use of federal Grant or Contract Funds for Lobbying:

a. The law prohibits Federal funds from being expended by the recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement is also covered.

b. Federal-aid contractors, consultants, and grant recipients as well as lower tier subcontractors, subconsultants, and grant sub-recipients are also subject to the lobbying prohibition.

c. To assure compliance, for any contract or grant, including any sub-contract or grant exceeding \$100,000 the contractor/grantee and sub-contractor/sub-grantee must submit and update as required a "Disclosure of Lobbying Activities" form, (OMB Standard Form LLL), available at <http://www.nh.gov/recovery/library/index.htm>.

1. During the grant or contract period, contractors/grantees and sub-contractors/sub-grantees must file disclosure form (Standard Form LLL) at the end of each calendar year in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form.

2. Lower tier certifications should be maintained by the next tier above (i.e. prime contractors/grantees will keep the subcontractors/subgrantee's certification on file, etc.)

3. Standard Form LLL will be provided during contract execution for utilization during the required contract period.

Funds appropriated under the ARRA can, under certain circumstances, be used for grants to nonprofit organizations. However, grants cannot be awarded to a nonprofit organization classified by the Internal Revenue Service as a 501(c)(4) organization unless that organization certifies that it will not engage in lobbying activities, even with their own funds (see Section 18 of the Lobbying Disclosure Act, 2 U.S.C.A § 1611).

9. The Contractor/Grantee agrees to comply with The National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et seq.*); and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes.

10. The Contractor/Grantee, and any subcontractor/subgrantee, shall immediately refer to an appropriate inspector general within the U.S. Department of Health and Human Services, Office of the Inspector General, and to the Public Integrity Unit of the New Hampshire Attorney General's Office (603) 271-3671, any credible

evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or subgrantee, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

The Contractor/Grantee, and any subcontractor/subgrantee agree to maintain at each worksite and location of work funded by this Agreement a poster describing how to report fraud, waste, or abuse of ARRA funds. A model poster for this purpose, which also incorporates the whistleblower notice requirements, is available at <http://www.nh.gov/recovery/>.

11. Any funding provided to the Contractor/Grantee pursuant to the Recovery Act that is supplemental to an existing grant is one-time funding.
12. The Recovery Act funds are not eligible for costs incurred prior to the date of obligation.
13. The Contractor/Grantee agrees that in compliance with ARRA section 1604 none of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
14. The Contractor/Grantee agrees to establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

To maximize the transparency and accountability of funds authorized under ARRA as required by Congress and in accordance with 2 CFR 215, subpart __. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, the Contractor/Grantee agree to maintain records that identify adequately the source and application of Recovery Act funds.

For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General, the Government Accountability Office, and the State of New Hampshire.

Where applicable, Recipients will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

15. Debarment. The Contractor/Grantee by signing this Agreement certifies that the Contractor/Grantee, including all principals, is not currently under debarment or suspension and has not been under debarment or suspension within the past three years, as required by 49 CFR 29.510. The Contractor/Grantee agrees to notify

the Contracting Officer/Grant Manager within 30 days of being debarred or suspended from federal government contracts.

16. The Contractor/Grantee certifies by entering into this contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this Agreement.

17. The Contractor/Grantee agrees to comply with the prohibitions on the giving of gifts to public officials established by RSA chapter 15-B.

18. The Contractor/Grantee agrees to post any job openings resulting from this contract/grant on the Department of Employment Security NHWorks Job Match System, available at <https://nhworksjobmatch.nhes.nh.gov/>.

19. The Contractor/Grantee shall cause the provisions of this Exhibit C of the General Provisions to be inserted in all subcontracts for any work or project activities covered by this Agreement so that the provisions will be binding on each subcontractor or subgrantee. The Contractor/Grantee shall take such action with respect to any subcontract as the State, or, the United States, may direct as a means of enforcing such provisions, including without limitation, sanctions for noncompliance.

TERMS APPLYING ONLY TO SPECIFIC CONTRACTS/GRANTS

The following Use It or Lose It – Report It or Lose It provision should be used where the State has authority to withdraw funds if the contractor/grantee fails to perform on time or fails to file required reports. Where the State is obligated by federal or State law to provide the funds being awarded or granted, omit this provision. Contracting Officers may exercise discretion and omit the provision where the nature of the goods or services being acquired and the nature of the contractor/grantee makes the provision inappropriate or unnecessary. Questions regarding use or omission of the provision should be discussed with the Assistant Attorney General Assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department.

Use It or Lose It and Report It or Lose It Requirement. This contract/grant is being funded by funds received by the State of New Hampshire pursuant to ARRA. Federal law provides in part that in using funds made available under ARRA for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Federal guidance also directs that all ARRA funds be put to work in the community promptly. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. ARRA imposes enhanced levels of accountability and transparency.

Therefore, prompt and accountable performance of this contract/grant is OF THE ESSENCE. Thus, for all obligations of the contractor/grantee, time is of the essence. In addition to the clauses set forth in the standard form P-37, the State reserves the right to terminate this contract/grant and to award a new contract/grant to a new contractor/grantee for any unearned portion of the contract price if the contractor/grantee fails to perform according to the timeline promised, fails to comply with accountability requirements in this Agreement and ARRA, or fails to file monthly reports on time.

The following Buy American contract term shall be included in any contract or grant where the ARRA funds being awarded by contract or grant that will or may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work. Contracting Officers and Grant Managers must determine if the project/grant is subject to any other federal "Buy American" or "Buy America" laws. The Contract Manager or Grant Manager shall substitute the federally-mandated contract term for this term where the federal agency providing ARRA funds has provided specific language regarding that federal program's "Buy America" or "Buy American" requirements. To the extent the responsible federal Secretary has waived the application of "Buy American" or "Buy America" requirements for specified iron, steel, or manufactured goods, a list of pertinent waived items should be incorporated into the contract. Consult with the Assistant Attorney General assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department for assistance if needed.

Buy American:

The Contractor/Grantee agrees to comply with the Buy American requirements in Section 1605 of ARRA. Unless this requirement has been waived by a competent federal authority pursuant to 2 CFR 176.140, none of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. When using funds appropriated under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111- 5), the definition of "domestic manufactured construction material" requires manufacture in the United States but does not include a requirement with regard to the origin of the components. Production in the United States of the iron or steel used as construction material requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured construction material. There is no requirement with regard to the origin of components or subcomponents in other manufactured construction material, as long as the manufacture of the construction material occurs in the United States.

As used in this "Buy American" term and condition:

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

A federal law, commonly known as the "Buy American Act," 41 U.S.C.A. § 10A-10D, exists as a separate and additional legal limitation on the use of ARRA federal funds. The Contractor/Grantee agrees to use only domestic unmanufactured construction material, as required by the Buy American Act.

The Contractor/Grantee acknowledges to and for the benefit of the State of New Hampshire that it understands the goods and services under this Agreement are being funded with monies made available by ARRA and such law contains provisions commonly known as "Buy American;" that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor/Grantee hereby represents and warrants to and for the benefit of the State that (a) the Contractor/Grantee has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project funded by this agreement will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements has been approved by federal authorities, and (c) the Contractor/Grantee will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the State. Notwithstanding any other provision of the Agreement, any failure to comply with this paragraph by the Contractor/Grantee shall permit the State to recover as damages against the Contractor/Grantee any loss, expense or cost (including without limitation attorney's fees) incurred by the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State).

The Contractor (or the Grantee with any contract issued pursuant to the grant agrees to require a certification from the Contractor) agrees to certify compliance with a certification in the following form:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the bid solicitation and the provisions of ARRA Section 1605, the Contractor certifies that the bid on which this contract is based reflects the Contractor's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Contractor certifies that all components contained in the bid solicitation that are American-made have been so identified, and the Contractor agrees that it will provide reasonable, sufficient, and timely verification to the State of the U.S. production of each component so identified.

The following Prevailing Wage Provision is applicable to wages for labors and mechanics for any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from ARRA funds. Section 1606 of ARRA in effect applies the Davis-Bacon prevailing wage law and related federal laws to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA. If there is any uncertainty regarding the applicability of this term, the Contracting Officer or Grant Manager shall consult with the Assistant Attorney General assigned to his/her department.

This law and the guidance on its implementation issued by OMB contemplate that the government agency will identify the pertinent wage determinations made by the federal department of labor and incorporate them into the contract. Determinations are county specific, and job specific. It may be necessary to obtain wage determinations if one has not been published for jobs to be created by the contract. For further information see: <http://www.gpo.gov/davisbacon/referencemat.html>

Prevailing Wage Requirements:

The Contractor/Grantee agrees to comply with the Wage Rate Requirements in Section 1606 of ARRA. In accordance with 2 C.F.R. §176.190, the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a) is set forth below:

29 CFR §5.5(a):

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where the poster and wage determination can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract, shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The New Hampshire Department of Health and Human Services (NH DHHS) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other State contract with the same prime contractor, or any

other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NH DHHS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the NH DHHS. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the NH DHHS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the NH DHHS, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii)

of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code or New Hampshire Revised Statutes Annotated Chapter 641.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State of New Hampshire or the federal Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the government agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable

apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (*write in the name of the government agency*) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference into this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the federal Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and New Hampshire RSA Chapter 641.

(b) Contract Work Hours and Safety Standards Act. For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States and the State of New Hampshire, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The NH DHHS shall upon its own action or upon written request of an authorized representative of the federal Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the State of New Hampshire and the federal Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The following term shall be included only for contracts involving the construction, reconstruction, alternation, remodeling, installation, demolition, maintenance, or repair of any public work or building with a total project cost of \$100,000 or more. It is required by RSA 277:5-a for such projects paid for in whole or in part by State funds and is a required contract term where only state managed federal funds will pay for the project.

The Contractor/Grantee agrees to have an Occupational Safety and Health Administration (OSHA) 10-hour construction safety program for their on-site employees that complies with the requirements set forth in RSA 277:5-a.

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 to 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 5151-51-5160 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 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 certification 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**

- 1) 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 employee's 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).
- 2) 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)

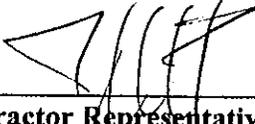
JSI Research and Training Institute, Inc.
 dba Community Health Institute
 501 South Street, 2nd Floor
 Bow, Merrimack, NH 03304

JSI Research and Training Institute, Inc.
 44 Farnsworth Street
 Boston, Suffolk, MA 02210

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

JSI Research and Training Institute, Inc. From: April 28, 2010 or date of G&C approval
dba Community Health Institute To: January 31, 2012
Contractor Name **Period Covered by this Certification**

Jonathan Stewart, Director of Community Health Institute
Name and Title of Authorized Contractor Representative


Contractor Representative Signature

4.8.10
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):

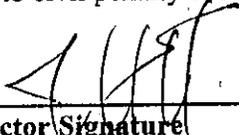
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: April 28, 2010 or date of G&C approval, whichever is later, through January 31, 2012.

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

Director of Community Health Institute

Contractor's Representative Title

Jonathan Stewart

Contractor Name

Date

Contractor Initials: 

Date: 4/18/2010

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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause; have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "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

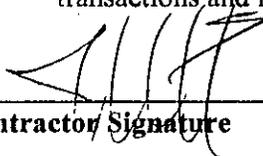
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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.



 Contractor Signature

Director of Community Health Institute

 Contractor's Representative Title

Jonathan Stewart

 Contractor Name

H.C.L.O

 Date

Contractor Initials: 
 Date: 4/8/2010

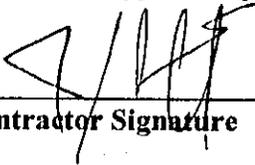
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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



Contractor Signature

Director of Community Health Institute

Contractor's Representative Title

Jonathan Stewart

Contractor Name

4.8.10

Date

Contractor Initials:



Date:

4/8/2010

NH Department of Health and Human Services

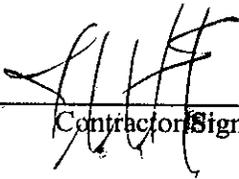
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



Contractor Signature

Director of Community Health Institute
Contractor's Representative Title

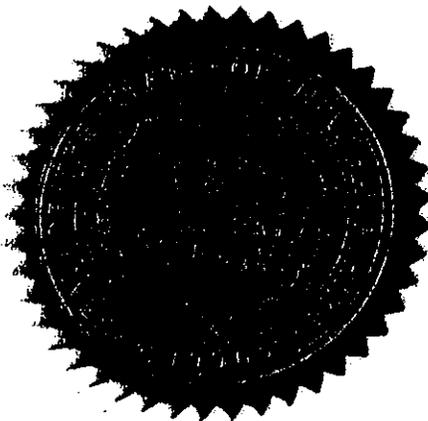
Jonathan Stewart
Contractor Name

4. 8. 10
Date

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 Community Health Institute is a New Hampshire trade name registered on March 29, 2007 and that JSI RESEARCH AND TRAINING INSTITUTE, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April, A.D. 2010

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

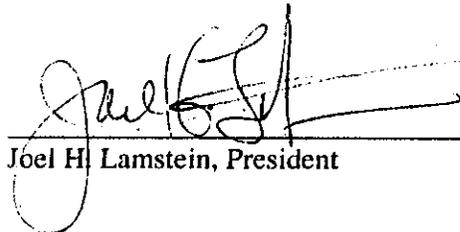
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

1. I am the duly elected President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute;
2. By Unanimous Consent in Writing of the Board of Directors in Lieu of the 2008 Annual Meeting, the following is true copy of one resolution duly adopted by the Board of Directors of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, duly dated October 24, 2008;

RESOLVED: Appointment of Jonathan Stewart as Director of the Community Health Institute with the authority to enter into contracts and agreements binding the Corporation.

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 8, 2010.

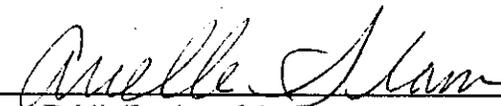
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute this 8th day of April, 2010.



Joel H. Lamstein, President

STATE OF New Hampshire
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 8th day of April, 2010 by Joel H. Lamstein.



Notary Public/Justice of the Peace
My Commission Expires: _____

ARIELLE SLAM, Notary Public
My Commission Expires April 15, 2014

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2009

PRODUCER (781)447-5531 FAX (781)447-7230
Mason & Mason Technology Insurance Services, Inc.
458 South Ave.
Whitman, MA 02382
Deborah Meaney

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED John Snow, Inc.
JSI Research and Training Institute, Inc.
44 Farnsworth St.
Boston, MA 02210-1214

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERAL INSURANCE COMPANY	20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35873320	09/09/2009	09/09/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73546634	09/09/2009	09/09/2010	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	79861066	09/09/2009	09/09/2010	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	71733182	09/09/2009	09/09/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER DIRECTORS & OFFICERS ERRORS & OMISSIONS	81595534 82117246	05/30/2009 05/04/2009	05/30/2010 05/04/2010	GENERAL AGGREGATE \$2,000,000 GENERAL AGGREGATE \$2,000,000 EACH OCCURRENCE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is understood and agreed that the State of NH Department of Health and Human Services is included as an additional insured as respects General Liability as required by written contract per the terms and conditions of the policy.

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

JUDY YEARY

Judy Yeary
ACORD CORPORATION 1988

JSI RESEARCH AND TRAINING INSTITUTE, INC.

**FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORT**

SEPTEMBER 30, 2009



INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
JSI Research and Training Institute, Inc.

We have audited the accompanying statement of financial position of JSI Research and Training Institute, Inc. (a Massachusetts non-profit organization) as of September 30, 2009, and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from JSI Research and Training Institute, Inc.'s 2008 financial statements, and in our report dated January 20, 2009, we expressed an unqualified opinion on those financial statements.

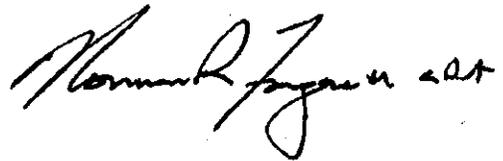
We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of JSI Research and Training Institute, Inc. as of September 30, 2009, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued a report dated February 8, 2010 on our consideration of JSI Research and Training Institute, Inc.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on

compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements of JSI Research and Training Institute, Inc. taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

A handwritten signature in black ink, appearing to read "Norman R. Ferguson CPA". The signature is written in a cursive style with a large, stylized initial "N".

Duxbury, Massachusetts
February 8, 2010

JSI Research and Training Institute, Inc.
STATEMENT OF FINANCIAL POSITION
September 30, 2009
(With Comparative Totals for 2008)

	2009	2008
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 17,874,680	\$ 11,996,849
Receivables for program work:		
U.S. Department of Health and Human Services	443,350	322,065
U.S. Department of Homeland Security	-	64,524
Commonwealth of Massachusetts	409,037	683,951
Other	1,283,187	1,726,096
Field advances - program	2,900,174	1,222,704
Employee advances	79,522	91,489
Total Current Assets	22,989,950	16,107,678
Property and Equipment:		
Office furniture and equipment	209,054	209,054
Less: Accumulated depreciation	(203,516)	(199,570)
Net Property and Equipment	5,538	9,484
Other Assets:		
Deposits	29,700	39,730
TOTAL ASSETS	\$ 23,025,188	\$ 16,156,892
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable and payroll withholdings	\$ 3,081,633	\$ 1,957,509
Accrued vacation	775,904	681,692
Advances for program work:		
U.S. Agency for International Development	2,725,346	4,408,539
U.S. Dept. of Health and Human Services	804,227	443,795
U.S. Dept. of Homeland Security	66,567	-
Other	9,608,806	4,650,585
Loans payable	218,584	6,394
Contingencies	-	-
Total Current Liabilities	17,281,067	12,148,514
Net Assets:		
Unrestricted	5,744,121	4,008,378
Total Net Assets	5,744,121	4,008,378
TOTAL LIABILITIES AND NET ASSETS	\$ 23,025,188	\$ 16,156,892

See notes to financial statements.

JSI Research and Training Institute, Inc.
STATEMENT OF ACTIVITIES
Year Ended September 30, 2009
(With Comparative Totals for 2008)

UNRESTRICTED NET ASSETS:	2009	2008
Public Support and Revenue		
Public Support:		
Government grants and contracts:		
U.S. Government	\$ 92,435,002	\$ 96,530,417
Commonwealth of Massachusetts	3,603,725	5,502,074
Other grants and contracts	46,951,256	30,154,153
Program income	75,675	151,799
Contributions	472,958	650,000
In Kind Project Contributions	6,915,970	9,307,487
Interest income	52,431	83,220
Total Unrestricted Support and Revenue	150,507,017	142,379,150
Expenses		
Program Services:		
International programs	128,830,885	120,232,196
Domestic programs	8,645,515	10,248,399
Total Program Services	137,476,400	130,480,595
Supporting Services:		
Management and General	11,294,874	10,092,763
Total Expenses	148,771,274	140,573,358
Increase (Decrease) in Unrestricted Net Assets	1,735,743	1,805,792
Net Assets at Beginning of Year	4,008,378	2,202,586
Net Assets at End of Year	\$ 5,744,121	\$ 4,008,378

See notes to financial statements.

JSI Research and Training Institute, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
 Year Ended September 30, 2009
 (With Comparative Totals for 2008)

	PROGRAM SERVICES		SUPPORTING SERVICES	TOTAL EXPENSES	
	International Programs	Domestic Programs		2009	2008
Salaries	\$ 11,062,398	\$ 3,814,564	\$ 14,876,962	\$ 1,601,474	\$ 16,478,436
Consultants	8,895,781	2,432,455	11,328,236	187,229	11,515,465
Cooperating National Salaries	14,505,413	-	14,505,413	-	14,505,413
Travel	6,264,614	472,168	6,736,782	182,573	6,919,355
Allowance & Training	3,275,565	1,095	3,276,660	55,413	3,332,073
Sub-contracts	34,727,290	570,100	35,297,390	-	35,297,390
Equipment, Material and Supplies	4,149,218	103,132	4,252,350	142,277	4,394,627
Other Costs	39,034,636	1,252,001	40,286,637	9,121,962	49,408,599
In-kind project expenses	6,915,970	-	6,915,970	-	6,915,970
Depreciation	-	-	-	3,946	3,946
TOTAL EXPENSE	\$ 128,830,885	\$ 8,645,515	\$ 137,476,400	\$ 11,294,874	\$ 148,771,274
					\$ 140,573,358

See notes to financial statements.

JSI Research and Training Institute, Inc.
STATEMENT OF CASH FLOWS
Year Ended September 30, 2009
(With Comparative Totals for 2008)

	<u>2009</u>	<u>2008</u>
Cash Flows From Operating Activities:		
Increase (Decrease) in net assets	\$ 1,735,743	\$ 1,805,792
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	3,946	4,099
(Increase) Decrease in receivables for program work	661,062	(92,457)
(Increase) Decrease in field advances - program	(1,677,470)	(200,225)
(Increase) Decrease in employee advances	11,967	(53,138)
(Increase) Decrease in deposits	10,030	(17,029)
Increase (Decrease) in accounts payable and payroll withholdings	1,124,124	290,419
Increase (Decrease) in accrued vacation	94,212	135,541
Increase (Decrease) in advances for program work	<u>3,702,027</u>	<u>596,992</u>
Net Cash Provided (Used) By Operating Activities	5,665,641	2,469,994
Cash Flows From Investing Activities:		
Acquisition of property and equipment	<u>-</u>	<u>(1,883)</u>
Net Cash Provided (Used) By Investing Activities	-	(1,883)
Cash Flows From Financing Activities:		
Proceeds from loans payable	1,881,803	1,824,515
Payments of loans payable	<u>(1,669,613)</u>	<u>(2,113,559)</u>
Net Cash Provided (Used) By Financing Activities	<u>212,190</u>	<u>(289,044)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	5,877,831	2,179,067
Cash and Cash Equivalents at Beginning of Year	<u>11,996,849</u>	<u>9,817,782</u>
Cash and Cash Equivalents at End of Year	<u>\$ 17,874,680</u>	<u>\$ 11,996,849</u>

See notes to financial statements.

JSI Research and Training

Mission Statement

JSI Research and Training Institute was incorporated in 1987 as a 501©3 non-profit organization in the Commonwealth of Massachusetts. Our mission is to alleviate public health problems both in the United States and in developing countries around the world through applied research, technical assistance and training. JSI maintains offices in Boston, Massachusetts; Washington, D.C.; Denver, Colorado and Concord, New Hampshire; as well as seven overseas offices in developing nations. Since its inception, JSI has successfully completed more than 400 contracts in the health and human service fields.

Community Health Institute

Mission Statement

The Community Health Institute's mission is to support and strengthen New Hampshire's health care system by providing coordinated information dissemination and technical assistance resources to health care providers, managers, planners, and policy makers, statewide. Our success translates into improved access to quality health and social services for all New Hampshire residents.

JSI Research & Training Institute, Inc.
d.b.a Community Health Institute

Officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
Joel H. Lamstein	President	45 Pinecrest Road Newton, MA 02159
Joel H. Lamstein	Treasurer	45 Pinecrest Road Newton, MA 02159
Patricia Fairchild	Clerk	80 Pineridge Road Newton, MA 02159
Joanne McDade	Assistant Clerk	10 Walton Street North Billerica, MA

Board of Directors

<u>Name</u>	<u>Address</u>
Joel H. Lamstein	45 Pinecrest Road Newton, MA 02159
Patricia Fairchild	80 Pineridge Road Newton, MA 02159
Herbert S. Urbach	70 Fuller Brook Road Wellesley, MA 02482
Norbert Hirschhorn	115 Greencroft Gardens London NW6 3PE England, U.K.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name: JSI Research & Training Institute, Inc. d/b/a
Community Health Institute

Name of Bureau/Section: Bureau of Prevention Services/ Obesity
Prevention Program and the Tobacco
Prevention and Control Program

BUDGET PERIOD:		SFY 2010 4/28/2010 - 6/30/2010		
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract	
Jonathan Stewart, Executive Director	\$108,105	0.00%	\$0.00	
Karyn Madore, Senior Consultant	\$76,200	5.22%	\$3,976.00	
Paddy DiPadova, Senior Consultant	\$99,000	8.70%	\$8,609.00	
Katie Robert, Project Assistant	\$35,500	8.70%	\$3,087.00	
Health Educator/Evaluator (vacant position)	\$49,680	0.00%	\$0.00	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$15,672.00	

BUDGET PERIOD:		SFY 2011 7/1/2010 - 6/30/2011		
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract	
Jonathan Stewart, Executive Director	\$111,350	0.00%	\$0.00	
Karyn Madore, Senior Consultant	\$79,120	24.58%	\$19,451.00	
Paddy DiPadova, Senior Consultant	\$101,200	24.97%	\$25,271.00	
Katie Robert, Project Assistant	\$36,800	49.68%	\$18,282.00	
Health Educator/Evaluator (vacant position)	\$51,520	49.98%	\$25,750.00	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$88,754.00	

BUDGET PERIOD:		SFY 2012 7/1/2011 - 1/31/2012		
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract	
Jonathan Stewart, Executive Director	\$114,688	0.00%	\$0.00	
Karyn Madore, Senior Consultant	\$80,960	19.54%	\$15,817.00	
Paddy DiPadova, Senior Consultant	\$104,880	17.42%	\$18,266.00	
Katie Robert, Project Assistant	\$36,800	33.37%	\$12,281.00	
Health Educator/Evaluator (vacant position)	\$53,360	28.09%	\$14,991.00	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$61,355.00	

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

JONATHAN A. STEWART

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jstewart@jsi.com

EDUCATION

DUKE UNIVERSITY SCHOOL OF MEDICINE
Department of Health Administration, Masters in Health Administration – 1986

DUKE UNIVERSITY SCHOOL OF MEDICINE
Department Of Biochemistry, Masters in Biochemistry - 1984

UNIVERSITY OF DELAWARE
School of Arts & Sciences, Bachelor of Arts in Biology - 1981

EXPERIENCE

JSI, Bow, New Hampshire
Director, September 2000 to present

NH DHHS, Community and Public Health Development Program

Project Director for initiative to provide technical assistance and training support to communities involved in development of regional public health infrastructure, including capacity to respond to bioterrorism and other public health emergencies.

Robert Wood Johnson Foundation

Project Director for New Hampshire Turning Point Initiative to develop sustainable strategies to improve local public health capacity.

Endowment for Health, Concord, NH

Study of the effect of New Hampshire's Community Benefits Law for Health Care Charitable Trusts; developed revised Community Benefit reporting guide. Cooperative effort with Office of Health Planning and the NH Office of the Attorney General.

HRSA, BHPr, NHSC

Conducted 5 year program data summary of the National Health Service Corps based on National Health Service Corps Uniform Data System (1999-2003).

NH Division of Alcohol & Drug Prevention & Recovery

Evaluation of state-wide ATOD prevention initiative involving multiple community-based coalitions implementing a range of programs.

Family Planning Private Sector Project, Nairobi, Kenya

Operations research on cost effectiveness and sustainability of FP/MCH service delivery sites throughout Kenya to assist the Project and USAID in resource allocation decisions.

USAID, Bridgetown, Barbados

Management training and technical assistance project for Family Planning Associations in eight Eastern Caribbean countries. Feasibility analysis for development of a work-site clinic and day care facility in Grenada.

New York State Department of Health, Albany, New York

Qualitative Evaluation of New York State Healthy Heart Program; an eight project initiative to influence CVD risk factors through community intervention and social marketing.

Bureau of Health Professions, Rockville, Maryland

Study of the effect of AIDS Education and Training Centers on physician attitudes and practices; Comparative analysis of parallel CDC-funded study of the general PCP population.

Penobscot Nation Health Department, Old Town, Maine

Community Health Needs Assessment and Internal Program Assessment. Involved household surveys of health status, health behaviors, service utilization, and satisfaction.

Bureau of Primary Health Care, Rockville, Maryland

Survey project to gather information on provider practices in Community and Migrant Health Services relative to recommendations of the 1988 US Preventive Services Task Force.

NH Environmental Public Health Tracking Program

Planning and assessment for development of the New Hampshire DHHS Environmental Public Health Tracking program.

Endowment for Health & UNH Institute for Health Policy & Practice

Project to improve access to health data for community health planning including gathering information on approaches to web-based query and reporting systems.

North Country Health Consortium, Littleton, New Hampshire, General Manager 12/97 – 8/00

Rural health care network formed by four hospitals, two community health centers, two home health care agencies, a community mental health center, and a community action program. Initiated with HRSA, Rural Network Development grant.

NH Area Health Education Center; Dartmouth College, Hanover, NH, Co-Project Director of Northern New Hampshire Area Health Education Center providing continuing education and training support to health professionals in northern half of the State.

North Country Health Information Network; NCHC; Littleton, NH; Development and coordination of secure intranet for communication and patient care coordination among vertical network of rural health and human service organizations.

Ammonoosuc Community Health Services, Littleton, New Hampshire

Operations Director/11/94 - 12/97 of federally-funded rural multi-site Community Health Center Network.

Mount Mooselauke Health Center, Warren, New Hampshire

Part-time Director/8/93 - 11/94 of small rural community health center prior to merger with Ammonoosuc Community Health Services.

John Snow, Inc., Boston, Massachusetts

Consultant/10/86 - 7/94 providing assistance in areas of health services research and evaluation, market research, financial analysis and program management.

SELECTED PUBLICATIONS AND ABSTRACTS

Rosenfeld, LA, Fox CE, Kerr D, Marziale E, Cullum A, Lota K, Stewart J, and Thompson MZ. "Use Of Computer Modeling For Emergency Preparedness Functions By Local And State Health Officials: A Needs Assessment". *J Public Health Management Practice*, 2009, 15(2), 96-104.

Stewart J, Kassler W, McLeod M. "Public Health Partnerships: A New Hampshire Dance". *Transformations in Public Health*, Winter 2002, Volume 3, Issue 3.

Stewart, JA, Wroblewski S, Colapietro J, Davis H. "Survey of US Physicians Trained by Regional AIDS Education and Training Centers". Abstract No. PO-D21-4047; IXth International Conference on AIDS. Berlin, Germany, June 6-11, 1993.

KARYN DUDLEY MADORE

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kmadore@jsi.com

EDUCATION

PLYMOUTH STATE COLLEGE, PLYMOUTH, NEW HAMPSHIRE
M.Ed., Counseling 1995

PLYMOUTH STATE COLLEGE, PLYMOUTH, NEW HAMPSHIRE
B.S., 1987, Business Administration & Marketing

EXPERIENCE

Community Health Institute, Bow, New Hampshire
Senior Consultant, August 1998 – present

Since joining CHI in 1998, Karyn Madore, Senior Consultant has provided consultation to a wide variety of domestic public health projects. Her areas of expertise include project management, media and health communication strategies, social communication and team building, staff development, planning and implementation of programs, technical assistance, and facilitation. Ms. Madore has over twenty years experience planning and implementing a variety of programs.

NH Tobacco Addiction Treatment Services (TATS)

Serve as Project Director for the NH TATS project, which is a follow on to the NH Tobacco Use Cessation and Counter Marketing Project completed in FY07. Incorporating the original three major components: 1) the toll free NH Smokers' Helpline offering services in English, Spanish and Portuguese through which smokers and other citizens of New Hampshire receive information on any aspect of tobacco and may be referred to state-of-the-art prevention and tobacco treatment resources, if appropriate; 2) the promotion of the NH Smokers' Helpline through a variety of traditional and non-traditional media outlets; and 3) a Tobacco Education Clearinghouse, which develops and distributes in bulk quantities high quality, culturally appropriate tobacco education materials. This initiative includes the development of a consortium of health insurers who are willing to promote TTS-NH to their subscribers directly and endorse QuitWorks-NH to their contracted health care providers, thus providing them with a uniform system and a single portal for referring their patients who use tobacco for state-of-the-art treatment.

Communication Training

Researched, customized and implement a communication training that aims to help individuals identify their personal communication strengths and weaknesses and provide them with the information to make them more effective communicators. This training is an effective tool in organizational and leadership development, team building, and career planning and conflict resolution. To date this training has been provided to the following organizations: NH Tobacco Prevention and Control Program; NH Red Cross Granite Chapter; Community Health Institute; and MIT Medical

NH Teen Foster Conference

Serve as Project Director for the third annual NH Teen Foster Conference working closely with the DCYF staff and Youth Advisory Board, to develop workshops and materials that are most interesting and helpful to the youth to meet their mission and goals.

NH HIV Logistics and Capacity Building

Served as Project Director for the NH HIV Logistics and Capacity Building Project. This project provides logistical and capacity building support for the NH HIV community planning process and for funded HIV Prevention Services.

Massachusetts Institute of Technology, Medical Department,

Contracted to provide customized customer service training to employees of the MIT Medical Department, building on the training originally developed for the OB/GYN service by customizing it to use in other services and to provide training sessions to employees of the MIT Medical Department. Contracted to conduct a customer service assessment and training as part of an overall focused practice review.



NH Tobacco Use Cessation and Counter Marketing (TUCCM)

Served as Program and Media Manager for the NH TUCCM project completed June 30, 2007. This project incorporates three major components: 1) the toll free NH Smokers' Helpline offering services in English, Spanish and Portuguese through which smokers and other citizens of NH receive information on any aspect of tobacco and may be referred to state-of-the-art prevention and tobacco treatment resources, if appropriate; 2) the promotion of the NH Smokers' Helpline through a variety of traditional and non-traditional media outlets; and 3) a Tobacco Education Clearinghouse.

New England Rural Health RoundTable (NERHRT) Annual Symposium Fall 2006

Served as Project Director for the NERHRT Annual Symposium. NERHRT's mission is to provide support and resources to rural health professionals throughout NE to improve the health and well-being of their communities.

Conference on Aging 2006 & 2007

Served as Media Coordinator for the New Hampshire Division of Elderly and Adult's annual conference on aging to generate awareness regarding the 2006 & 2007 Conference on Aging through the NH media.

NH Try-To-STOP TOBACCO Resource Center

Program Manager for the New Hampshire Try-To-STOP TOBACCO Resource Center, which incorporated three major components: 1) the Tobacco-Free Helpline offering services in English, Spanish and Portuguese through which smokers and other citizens of New Hampshire receive information on any aspect of tobacco and may be referred to state-of-the-art prevention and tobacco treatment resources, if appropriate; 2) the www.trytostop.org web site, home of the Quit Wizard, a self-guided, evidence-based Internet smoking cessation program; and 3) a Tobacco Education Clearinghouse.

Tobacco Technical Assistance and Development (TA)

Project Director and Co-TA Coordinator of the TA Project funded by the NH DHHS to develop and implemented a comprehensive needs assessment and strategic planning process that allowed the NH Tobacco Prevention and Control Program and its community partners to maximize the impact of limited resources with an emphasis on those who are most disparately impacted by tobacco. Concurrently, this project provided TA to existing tobacco cessation coalitions in NH and utilized the data collected through the needs assessment to fund additional tobacco coalitions around the state.

New Hampshire Abstinence Education (AE)

Project Director of a multi-year program which researched evidenced-based programs that resulted in the implementation of a NH abstinence media campaign and an advisory group of key stakeholders for the project.

Community Grant Program

Served as Project Director to provide and coordinate technical assistance for the Office of Planning and research. The New Hampshire Community Grant Program, part of a public trust fund established with federal Medicaid funds, is designed to support community-based health initiatives.

Healthy Child Care New Hampshire & Health & Safety Curriculum

Project Director and co-coordinator of training's and networking opportunities to a newly created cadre of Child Care Health Consultants working to assure safe healthy child care environments and to ensure health access for children in child care settings. The development of a statewide Health & Safety Curriculum was used to train NH child care providers in best practices and informed the process of training a cadre of Child Care Health Consultants.

New Hampshire Central Integrated Service Systems

Served as Project Director and co-coordinator of training's and networking opportunities to 6 nurse consultants and others working in childcare and Healthy Start settings to build a system for assuring health and social support services in child care environments.

PROFESSIONAL ASSOCIATIONS

Circle Program, Mentor 1993 - Present

Concord Area Red Cross Board of Directors: 2001 - 2007

- Vice-Chair, Board of Directors - 2004 - 2005
- President, Board of Directors - 2005 - 2007
- NH Comprehensive Cancer Collaborative Oversight Board 2008 - Present



PATRICIA GRAY DI PADOVA

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EDUCATION

WHITTEMORE SCHOOL OF BUSINESS AND ECONOMICS, UNIVERSITY OF NEW HAMPSHIRE
M.B.A., 1996

DARTMOUTH COLLEGE
B.A., Psychology, 1984

EXPERIENCE

COMMUNITY HEALTH INSTITUTE, Bow, NH
Senior Consultant, June 1997 to present

Responsibilities include providing consultation to health care, social service, government and community-based organizations in the areas of operations, data analysis, community needs assessment, systems integration and network development. A selective sample of projects follows:

Adolescent Health Plan Development

Developed a Needs Assessment and Gap Analysis, in conjunction with the State of NH Division of Community and Public Health Adolescent Program staff, to identify needs in New Hampshire and potential gaps in services by population and geographic location whenever possible.

Alliance for Health Care Improvement

Provided executive direction and logistical support. The Alliance for Health Care Improvement is a collaborative of Massachusetts's not-for-profit HMO Medical Directors that exists to promote cost-effective, population-wide strategies designed to improve the health status of all enrolled members.

New Hampshire Asthma Action Planning, Indoor and Outdoor Environments

Worked with the NH Asthma Control Program, DHHS, and the Northern NH Area Health Education Center (AHEC) to conduct a planning process that results in recommendations for implementing selected Indoor and Outdoor Environments actions steps consistent with the NH Asthma Action Plan.

Try-To-Stop Tobacco Resource Center of New Hampshire, QuitWorks-NH

Assist in expanding the Massachusetts QuitWorks program to New Hampshire through collaboration with New Hampshire and Massachusetts -based health plans. Provide contract development, negotiation and support for the expansion process.

Massachusetts Tobacco Resource Center, QuitWorks

Provided contract development and support for partnership with the Massachusetts Department of Public Health, Massachusetts health plans and JSI for a newly developed Massachusetts Tobacco Resource Center (MTRC). The MTRC provides telephone counseling services for tobacco cessation, a web site and the Massachusetts Tobacco Clearinghouse for tobacco cessation materials. Worked with a team representing public health and health plans to develop a universal referral form for all health plans and operations development for the center. Developed the criteria for feedback reports to the health plans. Provided HIPAA expertise.

Facilitated strategic planning and work plan development.

Behavioral Health Parity Legislative Review

For the New England Rural Health Round Table researched and reviewed current and pending legislation in the six New England states relevant to behavioral health insurance parity with medical coverage. Analyzed



the expected impact of the various legislative initiatives on rural communities. Provided a literature search of behavioral health parity issues pertinent to rural areas and background on a national scale and from other states.

New Hampshire Department of Health and Human Services, Office of Planning and Research, Concord, NH.
Compiled and reviewed inventory/matrix of health benefits packages mandated by states for the
a) individual/small group, b) high risk pool, and c) uninsured populations or markets.

Region I Office of Population Affairs, Boston, MA

Conducted comprehensive assessment of Region I Title X program's participation in managed care and recommend strategies for assisting family planning agencies to better position themselves in the managed care marketplace.

VALLEY REGIONAL HEALTHCARE, Claremont, NH

Director of Professional Services and Network Development, 1992 to 1997

Responsible for managed care and direct contracting for physicians (employed and also those in the community), hospital, home care company, pharmacies and mental health unit. Part of a contract negotiation team for 15-hospital Rural Health Coalition. Responsible for the oversight of all services relating to medical staff, including: clinic operations, recruitment, practice management, credentialing, Management Services Organization (MSO), and medical staff relations. Provide practice management consulting and support to area practices. Assisted in development of a new community-based managed care organization, including provider network development. Responsible for development and negotiation of contracts for hospitals, physicians, mid-level providers and alternative medicine providers. Developed provider credentialing criteria and provided oversight to the credentialing process.

DARTMOUTH-HITCHCOCK COMMUNITY HEALTH CENTER, Hanover, NH

Practice/Business Manager, 1990 to 1992

Responsible for the administration and the clinical and clerical support functions of a newly developed multi-disciplinary primary care group practice. Responsible for program planning, development, organization and marketing. Managed quality assurance using Total Quality Management techniques. Organized and implemented occupational medicine programs in local businesses and schools.

HARVARD COMMUNITY HEALTH PLAN NASHUA MEDICAL GROUP, Nashua, NH

Clinical Site Coordinator, 1984 to 1990

Managed daily operations of a primary care site including Pediatrics, Internal Medicine, Mental Health, laboratory, radiology and other ancillary services. Responsible for oversight of the major business functions of the practice including planning for a \$4.3 million budget and financial reporting; HMO claims and payment, benefit interpretation; utilization and review, and fee-for-service billing. Assured contractual compliance with referral physicians. Developed, implemented and monitored policies and procedures contributing to State Clinic Licensure.

Administrative Services Specialist, 1987 to 1988

Responsible for all major business functions for medical practice servicing about 6000 enrolled members including HMO claims and payments, health benefits advisors, Pediatrics, Internal Medicine, and Obstetrics and Gynecology, clinical and secretarial support staff and medical records staff. Implemented the computer conversion for medical billing; set up new fee-for-service billing system; hired and trained staff. Processed approximately \$500,000 in overdue claims payments left from MultiGroup merger. Assisted in long-term financial, budget, staffing, and systems planning.

OTHER ACTIVITIES

New Hampshire Governor's Council, Cancer and Chronic Disease, 1995 to present

Vice Chair, 2004 to 2006

Elected Member of the Newport School District School Board, 2003 to 2008

Swift Water Girl Scout Council Girl Scout Leader Group #22567, 2002 to present

Women's Health Network, 1993 to 1997

President, American Cancer Society, Sullivan Unit, Claremont/Newport, NH 1993 to 1994

Board Member, Chairperson, Public Education Committee, 1991 to 1999



KATHERINE ROBERT, MPA

JSI Research & Training, Inc. dba Community Health Institute,
501 South Street 2nd floor, Bow, New Hampshire 03304 (603)573-3300

krobert@jsi.com

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE, DURHAM, NEW HAMPSHIRE
Bachelor of Arts in Political Science, 2006
Master of Public Administration, 2009

EXPERIENCE

Community Health Institute, Bow, NH

Project Assistant, December 2007 to present

JSI provides consultation to health care organizations in the areas of health services delivery, public health, practice management, information for decision-making, and program evaluation. Clients include government agencies, public and private health care providers (hospitals, group practices, community health centers, family planning organizations, health maintenance organizations, community based coalitions and social service agencies). JSI is a health care consulting firm working with clients in the public and private sectors. Since 1978, JSI has provided consulting, research and training services for agencies and organizations seeking to improve the health of individuals, communities and nations.

Bureau of Primary Health Care (BPHC), National Health Service Corps (NHSC), and Urban Indian Health Program (UIHP) UDS

Serves as a project assistant for a major initiative to collect 'Uniform Data System' (UDS) information from all BPHC, and UIHP funded and NHSC non-federally funded sites across the country. Responsibilities include technical phone assistance for grantees, sites, consultants, and regional and central NHSC and BPHC staff. Follow up with non-submitting grantees and sites to increase number of reports received. Assign received reports to editors and track progress of editing process. Compilation and distribution of training materials. Assistance in defining and organizing proposed changes to software and edits. Testing of software functionality and edits for user, editor, regional/central and national versions. Produce rollup, comparison, and other key management reports used during entire process.

Manchester Sustainable Access Project (MSAP) Provides administrative and logistical support to the MSAP project. The goal of MSAP is to design and implement an integrated community network of primary care for the city's most vulnerable populations by integrating mental health, dental and primary care services. MSAP attempts to enhance community access to Federal 330 grant funding and Medicaid enhanced reimbursement for providers through the expansion of the FQHC programs in the area.

Manchester Community Needs Assessment Provided logistical support to the project by serving as a liaison between the MSAP Data Committee and the Community Health Institute team. Assigned team roles, managed the budget, and defined key deadlines. Collected quantitative state and local data, as well as analyzed and summarized focus group and key informant survey data. Assisted in the development and editing of the final Needs Assessment Report.

Strategic Prevention Framework – Local Regional Evaluation Data entry and data analysis for surveys of four regions. Worked in SPSS to clean and analyze the data. Created summary reports to provide to the client.

Child & Family Services Adolescent Substance Abuse Treatment Program

Provides support and data management services for Child and Family Services (CFS) for the CSAT funded Assertive Adolescent and Family Treatment (AAFT-3) project. The CFS



Adolescent Substance Abuse Treatment Program (ASAT) was designed to provide New Hampshire adolescents in Merrimack, Hillsborough and western Rockingham counties with quick easy access to community-based substance abuse treatment. Data management activities include: Acts as the liaison between Chestnut Health Systems, CSAT and CFS data systems, provides ongoing technical assistance and support in setting up and maintaining the ABS/GAIN data collection systems, compile and report on client satisfaction survey upon discharge from ASAT program, ongoing data monitoring and technical assistance, conduct process and outcome evaluation activities, evaluation tool development, data collection training and support for CFS staff as needed to maintain quality data, SPSS and Access database development, creating client tracking systems, web based GPRA data entry, data cleaning and analysis, and report writing.

New Hampshire Association for Justice, Concord, NH

Member Services Coordinator, July 2006 – November 2007

Managed all aspects of member services, including seminar and event planning and marketing. Managed association website, database and listservs. Assistant editor of a quarterly scholarly journal for the trial bar. Responsible for soliciting and managing relationships with advertisers and event sponsors. Responsible for PAC development and other member service programs. Communicated and worked closely with the Board of Governors and committee chairs. Minor lobbying duties; monitoring hearings, communicating with legislators and staff as needed.

New Hampshire State Senate, Concord, NH

Senate Staff, May 2006 – July 2006

Worked in different capacities in the Senate Clerk's Office, transcribing verbatim minutes, as well as participating in session by organizing, docketing, and proofing bills. Assistant to Senator Robert Odell, organizing and scheduling meetings. Secretary for the study committee on the leasing of Mt. Sunapee. Responsible for scheduling and organizing meetings, as well as creating the final report of the committee.

New Hampshire State Senate, Concord, NH

Intern, January 2006 – May 2006

Interned for Senate Majority Leader Robert E. Clegg, Jr. Performed research for legislation, wrote speeches, and testified on behalf of Senator Clegg at public hearings.

HONORS AND AWARDS

University Honors Program, 2002-2006, University of New Hampshire

Dean's List, Fall 2002 - Spring 2006, University of New Hampshire

Pi Sigma Alpha, 2005-2006, Member, Political Science Honor Society

Graduated Magna Cum Laude, and with University Honors, 2006, University of New Hampshire

COMPUTER SKILLS

Proficient in Microsoft Word, Excel, and Publisher.

Working knowledge of Microsoft Access, QuickBooks, Adobe Photoshop, and SPSS.



New Hampshire Statewide Policy and Environmental Assessment Project Health Educator/Evaluator, To Be Defined With Contract Award

There is a role for a **Health Educator/Evaluator** and, in collaboration with OPP/TPCP, CHI will determine if staff needs to be hired or if that role can be filled through a combination of community partnerships and current CHI staff. The budget supports this position through funding current or new staff and/or sub-contracts with partners. **Evaluation** is critical to any successful project and this role will be filled across the CHI team and through process analysis against the proposed workplan in collaboration with OPP/TPCP.

Project Director Qualifications:

Bachelor or Master's Degree Health Promotion, Health Education, Disease Prevention or related field. Experience developing educational materials, public education campaigns, and training and technical assistance.

CHI has access to a team of *Health Education and Outreach* specialists who regularly provide education and outreach strategies, develop and disseminate easy-to-read and understand information appropriate to the needs of the priority population(s). Specifically, this team has the skills to:

- plan, organize, direct and evaluate health education programs for targeted communities and groups in NH.
- work with other health professionals, civic groups, and community officials to determine health needs, gather data and evaluate the availability of public education, awareness and outreach campaigns.
- develop and provide professional development training sessions.
- provide technical assistance to identified audiences.
- engage identified communities.
- develop culturally sensitive materials for diverse audiences.
- coordinate data collection.

Budget Form

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

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

JSI Research & Training Institute, Inc. d/b/a
Bidder/Program Name: Community Health Institute

Budget Request for: RFP # 10-DPHS-OPP-TPCP-ASSESSMENT-18
(Name of RFP)

Budget Period: 4-28-2010 to 6-30-2010

Line Item	2010	2011	2012
1. Total Salary/Wages	\$ 17,381.46	\$ -	\$ 17,381.46
2. Employee Benefits	\$ 7,083.47	\$ -	\$ 7,083.47
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,382.47	\$ -	\$ 1,382.47
Rental	\$ 2,136.00	\$ -	\$ 2,136.00
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 1,714.47	\$ -	\$ 1,714.47
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 1,633.47	\$ -	\$ 1,633.47
6. Travel	\$ 1,714.47	\$ -	\$ 1,714.47
7. Occupancy	\$ 2,891.47	\$ -	\$ 2,891.47
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 1,549.47	\$ -	\$ 1,549.47
Postage	\$ 1,479.47	\$ -	\$ 1,479.47
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,214.47	\$ -	\$ 2,214.47
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 3,214.47	\$ -	\$ 3,214.47
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Partner/Stakeholder meetings	\$ -	\$ -	\$ -
Printing	\$ 1,765.47	\$ -	\$ 1,765.47
	\$ -	\$ -	\$ -
Sub-Total Direct Costs	\$ 46,160.60	\$ -	\$ 46,160.60
14. Indirect Costs (not to exceed 10% of direct costs)	\$ 4,616.06	\$ -	\$ 4,616.06
TOTAL	\$ 50,777.00	\$ -	\$ 50,777.00

DHHS Program/Section Manager Approval DF
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Budget Form

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

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

JSI Research & Training Institute, Inc. d/b/a
Bidder/Program Name: Community Health Institute

Budget Request for: RFP # 10-DPHS-OPP-TPCP-ASSESSMENT-18
(Name of RFP)

Budget Period: 7-1-2010 to 6-30-2011

Line Item	2010	2011	Total
1. Total Salary/Wages	\$ 101,606.00	\$ -	\$ 101,606.00
2. Employee Benefits	\$ 35,562.00	\$ -	\$ 35,562.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,016.00	\$ -	\$ 1,016.00
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 10,000.00	\$ -	\$ 10,000.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 2,540.00	\$ -	\$ 2,540.00
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00
7. Occupancy	\$ 10,160.00	\$ -	\$ 10,160.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 2,032.00	\$ -	\$ 2,032.00
Postage	\$ 2,000.00	\$ -	\$ 2,000.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 15,120.00	\$ -	\$ 15,120.00
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00
12. Subcontracts/Agreements	\$ 23,500.00	\$ -	\$ 23,500.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Partner/Stakeholder meetings	\$ 5,000.00	\$ -	\$ 5,000.00
Printing	\$ 5,000.00	\$ -	\$ 5,000.00
	\$ -	\$ -	\$ -
Sub-Total Direct Costs	\$ 216,036.00	\$ -	\$ 216,036.00
14. Indirect Costs (not to exceed 10% of direct costs)	\$ 24,004.00	\$ -	\$ 24,004.00
TOTAL	\$ 240,040.00	\$ -	\$ 240,040.00

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Budget Form

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

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

JSI Research & Training Institute, Inc. d/b/a
Bidder/Program Name: Community Health Institute

Budget Request for: RFP # 10-DPHS-OPP-TPCP-ASSESSMENT-18
(Name of RFP)

Budget Period: 7-1-2011 to 1-31-2012

Line Item	2011	2012	Total
1. Total Salary/Wages	\$ 68,325.00	\$ -	\$ 68,325.00
2. Employee Benefits	\$ 20,664.00	\$ -	\$ 20,664.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ 733.00	\$ -	\$ 733.00
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 1,833.00	\$ -	\$ 1,833.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy	\$ 7,333.00	\$ -	\$ 7,333.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 1,467.00	\$ -	\$ 1,467.00
Postage	\$ 804.09	\$ -	\$ 804.09
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,650.00	\$ -	\$ 4,650.00
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Partner/Stakeholder Meetings	\$ 800.00	\$ -	\$ 800.00
Printing	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Sub-Total Direct Costs	\$ 109,109.09	\$ -	\$ 109,109.09
14. Indirect Costs (not to exceed 10% of direct costs)	\$ 10,910.91	\$ -	\$ 10,910.91
TOTAL	\$ 120,020.00	\$ -	\$ 120,020.00

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