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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

October 22, 2012

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

REQUESTED ACTION

30% Federal Funds
70% Other Funds (Client Fees)

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services (BDAS), to enter into a agreement with The Research Group, Inc. (Vendor 200941 B001), 221 Pine Street, Suite 230, Northampton, MA 01062, to provide questionnaire printing, scanning and delivery of a clean data set for the NH Youth Risk Behavior Survey, to be effective December 1, 2012, or the date of Governor and Executive Council approval, whichever is later, through December 31, 2013 in an amount not to exceed $35,890.00. All contracted services will be completed by June 2013 with the exception of the storage of completed surveys which will be provided to the State at no additional costs. Funds are available in the following accounts for SFY 2013.

05-95-95-958410-5368 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, WORKFORCE DEVELOPMENT

Fiscal Year	Class /Object	Class Title	Job #	Amount
SFY 2013	103-500731	Contracts for Program Services	95845368	$25,000.00
		Sub-Total		**$25,000.00**

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class /Object	Class Title	Job #	Amount
SFY 2013	102-500731	Contracts for Program Services	95846502	$10,890.00
		Sub-Total		**$10,890.00**
		TOTAL		**$35,890.00**

EXPLANATION

Funds in this agreement will be used to purchase professional services from contractor to print and scan approximately 35,000 Youth Risk Behavior surveys completed by New Hampshire high school students beginning in January 2013. The contractor will also provide the State with a clean data set for analysis.

The Youth Risk Behavior Survey, developed and supported by the Centers for Disease Control and Prevention is administered nationally every two years to assess behaviors among youth related to the leading causes of mortality and morbidity among both youth and adults and to assess how these risk behaviors change over time. The survey is anonymous, voluntary and measures behaviors that fall into several categories, including behaviors that result in injuries; alcohol, tobacco, and other drug use; dietary behaviors; and physical activity. The Centers for Disease Control have determined that these are priority health risk behaviors that lead to preventable causes of death and disease both immediately and in later life. This data provides guidance in designing programs that lead to better health and academic outcomes.

Data collected for the survey is analyzed by the Centers for Disease Control and appears in the State of New Hampshire Youth Risk Behavior Survey report released by the Department of Education as well as the National Youth Risk Behavior Survey. New Hampshire high schools are offered the opportunity to administer the survey to their full student body and receive a report, analyzed and written by New Hamspshire Department of Health and Human Services, specific to their community. Communities benefit from having this data by being able to plan more effectively for prevention services and in having local data for use in fundraising activities.

Should Govenor and Executive Council not authorize this request, information pertaining to youth public health risk will be lost, thereby negatively impacting many health research projects, health interventions, and policy initiatives on both the state and local levels that depend on the knowledge produced by the surveys.

The contractor was selected for this project through a competitive bid process. A Request for proposal was published on the Department's and NH Department of Administrative Services websites September 7, 2012 through September 24, 2012.

There were five respondents who submitted a Letter of Intent and proposal. The review panel was comprised of representatives from the Department, Department of Education, and Department of Administrative Services Bureau of Graphics Services. The reviewers each have more than three years experience in public health and education. Each proposal was reviewed by three (3) reviewers, two internal and one external to the Department to include the Department of Education and Department of Administrative Services. The RPF scoring summary is attached.

The Research Group, Inc, received the highest score, was chosen because of the excellent working relationship that was established with the contractor in 2007, 2009, and 2011 and the quality product provided by them that resulted in weighted data for the State report and individual reports to thirty-nine schools and their communities. Additionally, the contractor is a small, New England-based company and, when inevitable issues arose, they were able to be contacted and provide swift resolution. The infrastructure created for the surveys conducted previously are still in place and will take minimal tailoring to meet the needs for this contract.

This request covers services for the period December 1, 2012 to December 31, 2013, with an option to renew for two additional two-year periods, pending availability of funding, the agreement of the parties and approval of the Governor and Executive Council.

The contractor has attained prior performance measures including the following:

- Surveys were printed accurately and timely.
- A majority of the survey responses were scannable.
- Unscannable completed surveys were minimal and data-entered accurately.
- Cleaned and edited data was provided in the correct format, timely and within budget.

The following performance measures will be used to measure the effectiveness of the agreement:

- The Contractor will provide New Hampshire Department of Health & Human Services a scannable survey instrument for the 2013 NH Youth Risk Behavior Survey no later than January 15, 2013.
- The Contractor will provide the Department of Health and Human Services a copy of the data in ASCII format.
- The Contractor will provide a final, clean data file no later than June 1, 2013.

The geographic area to be served is statewide.

Source of Funds is 30.34% Federal Funds and 69.66% Other (client fees).

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

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df

Program Name YRBS Printing, Scanning, and Data Cleaning Project
Contract Purpose Print and Scan Youth Risk Behavior Surveys
RFP Scoring Detail

Ardem Incorporated, Hillborough, NC	1					AVG
RFP Criteria	Max Pts	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Score
Application Formating	5	3	3	1		**2.3**
Organizational Experience and Capacity	40	16	20	31		**22.3**
Program Narrative	30	14	15	20		**16.3**
Budget	15	6	8	5		**6.3**
Financial Sustainability	10	10	10	10		**10.0**
Total	**100**	**49**	**56**	**67**	**0**	**57.3**

Vital Research, LLC, Los Angelas, CA	2					
RFP Criteria	Max Pts	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Total
Application Formating	5	5	5	5		**5.0**
Organizational Experience and Capacity	40	28	34	37		**33.0**
Program Narrative	30	18	25	27		**23.3**
Budget	15	15	15	13		**14.3**
Financial Sustainability	10	7	7.25	10		**8.1**
Total	**100**	**73**	**86.25**	**92**	**0**	**83.8**

Apperson, Cerritos, CA	3					
RFP Criteria	Max Pts	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Total
Application Formating	5	4	4		4	**4.0**
Organizational Experience and Capacity	40	38	40		39	**39.0**
Program Narrative	30	29	29		30	**29.3**
Budget	15	7	10		5	**7.3**
Financial Sustainability	10	10	10		10	**10.0**
Total	**100**	**88**	**93**	**0**	**88**	**89.7**

The Research Group, Northhampton, MA	4						
RFP Criteria	Max Pts	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Total	
Application Formating	5	5	5	5		**5.0**	
Organizational Experience and Capacity	40	39	39	40		**39.3**	
Program Narrative	30	28	29	30		**29.0**	
Budget	15	15	14	15		**14.7**	
Financial Sustainability	10	9	9	8		**8.7**	
Total	**100**	**96**	**96**	**98**	**0**	**96.7**	◄ Highest Score

International Survey Associates, LLC, Atlanta, GA	5					
Budget	Max Pts	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Total
Application Formating	5	5	5		5	**5.0**
Organizational Experience and Capacity	40	37	39		38	**38.0**
Program Narrative	30	29	29		28	**28.7**
Budget	15	15	14		15	**14.7**
Financial Sustainability	10	10	10		9	**9.7**
Total	**100**	**96**	**97**	**0**	**95**	**96.0**

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Jeffrey Metager	Senior Management Analyst DHHS	Department of Health and Human Services	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS, DOC, and DAS programs Areas of specific expertise include Maternal and Child Health, Substance Abuse Prevention and Treatment; chronic and communicable diseases, public health infrastructure, and administrative services
2	Michael Rogers	Assistant Administrator	Department of Health and Human Services	
3	Mary Bubnis	Education Consultant	Dept. of Education	
4	Dan Ostroth	Supervisor	Dept. of Administrative Services	

Subject: Youth Risk Behavior Survey

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		**1.2 State Agency Address** 105 Pleasant Street Concord, NH 03301	
1.3 Contractor Name **The Research Group**		**1.4 Contractor Address** **221 Pine Street, Ste 230, Northampton, MA 01062**	
1.5 Contractor Phone Number 413-586-0610	**1.6 Account Number** 05-95-95-958410-5368-102-50731 05-95-49-958410-5365-102-50731	**1.7 Completion Date** December 31, 2013	**1.8 Price Limitation** **$35,890.00**
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-4093	
1.11 Contractor Signature Nancy T. Mihek		**1.12 Name and Title of Contractor Signatory** NANCY T. MIHEK	

1.13 Acknowledgement: State of Massachusetts, County of Hampshire

On October 15, 2012, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on 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 Tracy E. Withey

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

TRACY E. WITHEY

TRACY E. WITHEY
COMMISSION EXPIRES OCTOBER 21, 2018
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner

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: Jeanne P. Herrick, Attorney On: 12 NOV. 2012

1.18 Approval by the Governor and Executive Council

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). 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 the block 1.8.

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

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

7. PERSONNEL.

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

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

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

Contractor Initials: DTM
Date: 10-15-12

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 the 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: NTM
Date: 10-15-12

Certificates (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 to 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 2810A 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 State 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 the 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.

Contractor Initials: NTM
Date: 10-15-12

NH Department of Health and Human Services

Exhibit A

Scope of Services

Bureau of Drug and Alcohol Services

CONTRACT PERIOD: December 1, 2012 or date of Governor and Council approval, which ever is later, through to December 31, 2013

CONTRACTOR NAME:	**The Research Group**
ADDRESS:	**221 Pine Street, Ste 230,**
	Northampton, MA 01062
CONTACT PERSON:	**Nancy T. Mihevc**
TITLE:	**President**
TELEPHONE:	**413-586-0610**

The Contractor shall:
Print and scan up to, but not exceeding, 35,000 Youth Risk Behavior surveys to be completed by New Hampshire high school students during the winter of 2012/2013 (between December 2012 and February 2013) and provide BDAS with a clean data set for analysis no later than June 1, 2013. Number of surveys costs is associated with printing and scanning per booklet that is based 35,000-booklet assumption.

Funds are available in the amount not to exceed $35,890 for SFY 2013. The contract period spans December 1, 2012 to December 31, 2013. No funding is allocated to SFY 2014 as all billing will occur prior to June 30, 2013. The area to be served is statewide.

I. General Provisions

A. The Contractor is responsible for compliance with all relevant state and federal laws.

1. Special attention is called to the following statutory responsibilities:
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
3. All services provided pursuant to this Agreement shall be subject to the most current proposed or formalized rules and regulations promulgated by the Bureau of Drug and Alcohol Services (BDAS) pursuant to RSA 541-A.
4. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B N.H. RSA 318 B: 12 and N.H. RSA 172:8-A.

B. Relevant Policies and Guidelines

1. The Contractor shall maintain and promote a written policy for supporting a substance free workplace. This policy shall include a written statement regarding rules pertaining to alcohol, tobacco, and other drugs.

3. Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform BDAS before initiating any research related to this contract.

C. Publications Funded Under Contract

1. All products produced under this contract are in the public domain.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DCBCS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS BDAS on all materials produced under this contract.

D. Subcontracts

If a subcontracted agency or provider provides services required to comply with this exhibit, the DHHS/DCBCS/BDAS must be notified in writing before initiation of the subcontract. In addition, sub-contractors must be held responsible to fulfill all relevant requirements included in this exhibit.

II Minimum Standards of Core Services

A. Minimum Required Services

1. General Project Management
   - Contractor will provide a Project Manager as single point of contact who will coordinate all aspects of the project.
   - A Project Plan will be written by Contractor and approved by BDAS, which will outline in detail the deliverables for the project.
   - If requirements change during the project, Contractor will use a standard Change Control process to document needed changes and present them to BDAS for review and approval, before implementation. Project tasks that may require a Change of Scope include, but are not limited to, modifying programming specifications, increasing or decreasing processing volumes, and form design modifications.
2. Booklet Production
   - Print scannable booklets for use by high school students that include questions and response categories provided by BDAS based on Centers for Disease Control standards. For the purposes of the bid application, applicant should assume 35,000 booklets at 12 pages each (6 pages, front and back); however, this number may be higher. Therefore, all costs associated with scanning should be provided on a per booklet basis as well as in total based on 35,000-booklet assumption.
3. Project Setup
   - A scan application program will be developed for processing the returned surveys.
   - A key entry program will be developed for processing damaged surveys.
   - A "Test Deck" quality procedure will be used. Sample forms will be filled in and then scanned and key entered to validate that accurate data is collected, verified, and approved.
4. Receiving & Scanning
   - Schools will ship completed survey booklets to the Contractor, grouped by classroom and school. For the purposes of the bid application, applicant should assume 35,000 completed booklets at 12 pages each (6 pages, front and back); however, this number is an estimate. Therefore, all costs associated with scanning should be provided on a per booklet basis as well as in a total based on the 35,000-booklet assumption.
   - Contractor will separate any "white mail" (non-survey correspondence) and send it back to the client on a one-time basis.
   - Contractor will box and store the surveys for up to 90 days after processing, after that time the documents will be returned to BDAS or destroyed, based on BDAS instruction.
   - Contractor will have the internal capacity to scan booklets and provide data sets.
   - Contractor will have no analytical or reporting responsibility.

- Contractor will design a system for batching and scanning each classroom by school and classroom identifiers.
- Damaged or unscannable booklets will be heads-down key entered and verified.
- After scanning is completed and prior to running the data edit program, Contractor will send a copy of the data in ASCII format, using criteria to be provided upon award of contract, along with a completed Data Documentation Form to BDAS for review.

5. Data Cleaning & Editing
   - Contractor will run the captured data through a data cleaning and editing program.
   - The data edit program will be created by Contractor's programmers using the specifications provided by BDAS.
   - Once the data is cleaned and edited, it will be returned to BDAS.
   - A final, clean, data file is to be returned to BDAS in an ASCII format prior to July 1, 2011.

III. Quality or Performance Improvement (Q/PI)

A. Data Reporting Requirements

1. Invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed.
2. The Contractor must have the ability to communicate and submit required reports via e-mail.
3. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the State.
4. Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of, representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
5. BDAS may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to BDAS's satisfaction, unless a waiver has been granted.

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NH Department of Health and Human Services

Exhibit B
Purchase of Services
Contract Price

CONTRACT PERIOD: December 1, 2012 or date of G&C approval, whichever is later, through December 31, 2013

CONTRACTOR NAME:	**The Research Group**
ADDRESS:	**221 Pine Street, Ste 230,**
	Northampton, MA 01062
CONTACT PERSON:	**Nancy T. Mihevc**
TITLE:	**President**
TELEPHONE:	**413-586-0610**

Vendor # 200941 B001 SFY 2013 Job #95846502 Appropriation # 05-95-95-958410-5368-102-500731
SFY 2013 Job #95846502 Appropriation # 05-95-95-958410-5365-102-500731

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:

   $35,890.00 to print and scan approximately 35,000 Youth Risk Behavior surveys completed by New Hampshire high school students during the winter of 2013 and provide BDAS with a clean data set for analysis substance abuse prevention and treatment services funded from 30.34% Federal Funds from the US Department of Health and Human Services Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA # 93.959 and 69.66% Other funds (client fees) from Workforce Development.

   TOTAL: $35,890.00

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 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 20, 2013.

6. In the event that fewer than 35,000 booklets are produced and/or returned for data capture, the contract price will be adjusted on a per booklet basis as identified in the Budget Form of this contract.

7. 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.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

☐ (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed $500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions of the Agreement, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: 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 incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

☒ (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide comprehensive general liability insurance in the amount of $2 million per incident and instead, accept comprehensive general liability insurance provided by contractor in the amount of $1,000,000 per incident.

17. **Renewal:**

As referenced in the Request for Proposals, this competitively procured Agreement has the option to renew for two (2) additional two-year periods, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

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18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

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

19. ***Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;***

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 0 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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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)
221 Pine Street, Ste 230, Northampton, MA 01062.

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

The Research Group Inc. **From:** December 1, 2012 or date of G&C Approval, whichever is later
Contractor Name **To:** December 31, 2013 (Period Covered by this Certification)

NANCY T. MILHEUC, PRESIDENT

Name and Title of Authorized Contractor Representative

Nancy T. Mil 10-15-12

Contractor Representative Signature ***Date***

The remainder of this page is intentionally left blank.

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: December 1, 2012 or date of G&C Approval, whichever is later, through December 31, 2013.

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.

Nancy T. Mihevc — PRESIDENT
Contractor Signature — **Contractor's Representative Title**

NANCY T. MIHEVC — 10-15-12
Contractor Name — **Date**

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:

1. 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)

Contractor Initials: NOTM
Date: 10-15-12

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.

(1) 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:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. 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.

Nancy T. Mihevc	PRESIDENT
Contractor Signature	**Contractor's Representative Title**
NANCY T. MIHEVC	10-15-12
Contractor Name	**Date**

Contractor Initials: NTM
Date: 10-15-12

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.

Nancy T. Mi — PRESIDENT

Contractor Signature — **Contractor's Representative Title**

NANCY T. MIHEUC — 10-15-12

Contractor Name — **Date**

The remainder of this page is intentionally left blank.

Contractor Initials: NTM
Date: 10-15-12

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.

Nancy T. Mihevc	PRESIDENT
Contractor Signature	Contractor's Representative Title
NANCY T. MIHEVC	10-15-12
Contractor Name	Date

The remainder of this page is intentionally left blank.

Contractor Initials: NTM
Date: 10-15-12

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions**.

i. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

ii. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

iii. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

iv. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

v. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

vi. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

vii. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

viii. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

ix. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

x. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

Contractor Initials: NTM
Date: 10-15-12

xi. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

xii. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

xiii. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

xiv. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

xv. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

xvi. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

Contractor Initials: NTM
Date: 10-15-12

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

Contractor Initials: NTM
Date: 10-15-12

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH Department of Health & Human Services	THE RESEARCH GROUP, INC.
The State Agency Name	Name of Contractor
Nancy L. Rollins	Nancy T. Mihevc
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	NANCY T. MIHEVC
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	PRESIDENT
Title of Authorized Representative	Title of Authorized Representative
11-8-12	10-15-12
Date	Date

Contractor Initials: NTM
Date: 10-15-12

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Nancy T. Mi	NANCY T. MIHEUC, PRESIDENT
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
THE RESEARCH GROUP, INC	10-15-12
(Contractor Name)	(Date)

Contractor Initials: NTM
Date: 10-15-12

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: DO NOT HAVE ONE

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

X NO _____ YES

B. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization 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?

_____ NO _____ YES

C. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Contractor Initials: NTM
Date: 10-15-12

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 The Research Group, Inc. doing business in New Hampshire as The Research Group of Northampton, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on October 27, 2010. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of October, A.D. 2012

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, NANCY T. MIHEVC, of THE RESEARCH GROUP, INC., do hereby certify that:

1. I am the duly elected CLERK / SOLE DIRECTOR of THE RESEARCH GROUP, INC.;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on 10-15, 2012;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the PRESIDENT is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. NANCY T. MIHEVC is the duly elected PRESIDENT of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 10-15, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the CLERK of the corporation this 15 day of OCTOBER, 2012.

Nancy T. Mi

STATE OF Massachusetts
COUNTY OF Hampshire

The foregoing instrument was acknowledged before me this 15th day of October, 2012 by Nancy T. Mihevc.

Tracy E. Withey
Notary Public/Justice of the Peace TRACY E. WITHEY
My Commission Expires: 10/21/2016

TRACY E. WITHEY
MY COMMISSION EXPIRES OCTOBER 21, 2016
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Client#: 14527 RESEA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2012

PRODUCER
King & Cushman, Inc.
King & Finn Streets
P.O. Box 447
Northampton, MA 01061

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
The Research Group Inc.
221 Pine St, Ste 230
Florence, MA 01062

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance	
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CBP8362654	12/26/11	12/26/12	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$200,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC4690142	10/13/12	10/13/13	WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$100,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

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

CERTIFICATE HOLDER

NH DHHS
105 Pleasant St.
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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Scott Akins

© ACORD CORPORATION 1988

EXCEPTIONS TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. (*Add additional pages if necessary.*)

Responder Name:	
Term & Condition Number/Provision	**Explanation of Exception**
XVI-4-k Financial Stability	The provision requires that "the bidder must demonstrate financial sustainability to achieve the goals and outcomes required by the RFP." The provision further specifies that "the most recent audited financial statements" be provided to demonstrate financial sustainability. The Research Group, Inc. is **not** a non-profit or social service agency nor does it have any contracts with the federal government. As a result, we do not have our books audited. We feel that we can demonstrate financial sustainability through our 2011 Federal Income Tax return (1120-S) along with financial statements for the period 1/1/2012 – 8/31/2012.

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP Section 9- Mandatory Business Specifications, Contract Terms and Conditions except those clearly outlined as exceptions above.

NTM	President/Sole Director	9/24/2012
Signature/Initials	Title	Date

Form **1120S**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

2011

For calendar year 2011 or tax year beginning , ending

A S election effective date 05/05/09	TYPE OR PRINT	Name: The Research Group, Inc.	D Employer identification number 26-4825390
B Business activity code number (see instructions) 541910		Number, street, and room or suite no. If a P.O. box, see instructions. 34 North Maple St., Suite 202	E Date incorporated 05/05/2009
C Check if Sch. M-3 attached ☐		City or town, state, and ZIP code: Florence MA 01062	F Total assets (see instructions) $ 16,600

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year ▶ 1

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a	Merchant card and third-party payments. For 2011, enter -0-	1a	0	
	b	Gross receipts or sales not reported on line 1a (see instructions)	1b	564,564	
	c	Total. Add lines 1a and 1b	1c	564,564	
	d	Returns and allowances plus any other adjustments (see instructions)	1d		
	e	Subtract line 1d from line 1c			1e 564,564
	2	Cost of goods sold (attach Form 1125-A)			2
	3	Gross profit. Subtract line 2 from line 1e			3 564,564
	4	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			4
	5	Other income (loss) (see instructions – attach statement)			5
	6	Total income (loss). Add lines 3 through 5 ▶			6 564,564
Deductions (see instructions for limitations)	7	Compensation of officers			7 62,000
	8	Salaries and wages (less employment credits)			8 134,242
	9	Repairs and maintenance			9 13,650
	10	Bad debts			10
	11	Rents			11 17,710
	12	Taxes and licenses			12 21,942
	13	Interest			13
	14	Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)			14 1,041
	15	Depletion (Do not deduct oil and gas depletion.)			15
	16	Advertising			16
	17	Pension, profit-sharing, etc., plans			17 1,860
	18	Employee benefit programs			18 6,194
	19	Other deductions (attach statement) See Stmt 1			19 263,701
	20	Total deductions. Add lines 7 through 19 ▶			20 522,340
	21	Ordinary business income (loss). Subtract line 20 from line 6			21 42,224
Tax and Payments	22a	Excess net passive income or LIFO recapture tax (see instructions)	22a		
	b	Tax from Schedule D (Form 1120S)	22b		
	c	Add lines 22a and 22b (see instructions for additional taxes)			22c
	23a	2011 estimated tax payments and 2010 overpayment credited to 2011	23a		
	b	Tax deposited with Form 7004	23b		
	c	Credit for federal tax paid on fuels (attach Form 4136)	23c		
	d	Add lines 23a through 23c			23d
	24	Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ ☐			24
	25	Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25
	26	Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26
	27	Enter amount from line 26 Credited to 2012 estimated tax ▶ Refunded ▶			27

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

▶ Signature of officer Nancy T. Mihevc Date ▶ President Title

Paid Preparer Use Only

Print/Type preparer's name: Robert G. Ghazey	Preparer's signature: Robert G. Ghazey	Date 02/06/12	Check ☐ if self-employed	PTIN P00835212
Firm's name ▶ Gerard, Ghazey & Bates, P.C.			Firm's EIN ▶ 04-2645013
Firm's address ▶ 78 Main St. Suite 303 Northampton, MA 01060			Phone no. 413-582-1225

For Paperwork Reduction Act Notice, see separate instructions.

Form **1120S** (2011)

DAA

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: a ☐ Cash b ☒ Accrual c ☐ Other (specify) ▶		
2	See the instructions and enter the: a Business activity ▶ Market Research b Product or service ▶ Research Services		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a qualified subchapter S subsidiary election made?		X
4	Has this corporation filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.		
6	If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions) ▶ $		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
8	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1		X
9	During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions		X
10a	Did the corporation make any payments in 2011 that would require it to file Form(s) 1099 (see instructions)?	X	
b	If "Yes," did the corporation file or will it file all required Forms 1099?	X	

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 21)	1	42,224
	2	Net rental real estate income (loss) (attach Form 8825)	2	
	3a	Other gross rental income (loss) 3a		
	b	Expenses from other rental activities (attach statement) 3b		
	c	Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4	Interest income	4	37
	5	Dividends: a Ordinary dividends	5a	
		b Qualified dividends 5b		
	6	Royalties	6	
	7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
	8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a	
	b	Collectibles (28%) gain (loss) 8b		
	c	Unrecaptured section 1250 gain (attach statement) 8c		
	9	Net section 1231 gain (loss) (attach Form 4797)	9	
	10	Other income (loss) (see instructions) Type ▶	10	

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	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562) See Stmt 2	11	515
	12a Contributions See Stmt 3	12a	130
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶	12d	
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Alcohol and cellulosic biofuel fuels credit (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶ Stmt 4	13g	2,003
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive category	14d	
	e General category	14e	
	f Other (attach statement)	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14i	
	j General category	14j	
	k Other (attach statement)	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties – gross income	15d	
	e Oil, gas, and geothermal properties – deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	2,003
	d Distributions (attach statement if required) (see instructions)	16d	41,183
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	37
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Reconciliation	18 Income/loss reconciliation. Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	41,616

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Schedule L Balance Sheets per Books

	Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1	Cash		15,566		15,037
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts	( )		( )	
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement)				
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	40,563		41,078	
b	Less accumulated depreciation	(37,959)	2,604	(39,515)	1,563
11a	Depletable assets				
b	Less accumulated depletion	( )		( )	
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization	( )		( )	
14	Other assets (attach statement)				
15	Total assets		18,170		16,600
	Liabilities and Shareholders' Equity				
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach statement)				
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock				
23	Additional paid-in capital		7,064		7,064
24	Retained earnings		11,106		9,536
25	Adjustments to shareholders' equity (attach statement)				
26	Less cost of treasury stock		( )		( )
27	Total liabilities and shareholders' equity		18,170		16,600

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note. Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more – see instructions

1	Net income (loss) per books	39,613	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		a	Tax-exempt interest $	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize):		6	Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize):	
a	Depreciation $		a	Depreciation $	
b	Travel and entertainment $				
	Stmt 5 2,003	2,003	7	Add lines 5 and 6	
4	Add lines 1 through 3	41,616	8	Income (loss) (Schedule K, line 18). Line 4 less line 7	41,616

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

		(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	11,106		
2	Ordinary income from page 1, line 21	42,224		
3	Other additions Stmt 6	37		
4	Loss from page 1, line 21	( )		
5	Other reductions Stmt 7	(2,648)	( )	
6	Combine lines 1 through 5	50,719		
7	Distributions other than dividend distributions	41,183		
8	Balance at end of tax year. Subtract line 7 from line 6	9,536		

Form **8941**

Department of the Treasury
Internal Revenue Service

Credit for Small Employer Health Insurance Premiums

▶ Information about Form 8941 and its instructions is available at www.irs.gov/form8941.
▶ Attach to your tax return.

OMB No. 1545-2198

2011

Attachment Sequence No. 63

Name(s) shown on return: The Research Group, Inc.

Identifying number: 26-4825390

1 Enter the number of individuals you employed during the tax year who are considered employees for purposes of this credit (see instructions)	1	15
2 Enter the number of full-time equivalent employees you had for the tax year (see instructions). If you entered 25 or more, skip lines 3 through 11 and enter -0- on line 12	2	6
3 Average annual wages you paid for the tax year (see instructions). If you entered $50,000 or more, skip lines 4 through 11 and enter -0- on line 12	3	22,000
4 Premiums you paid during the tax year for employees included on line 1 for health insurance coverage under a qualifying arrangement (see instructions)	4	8,452
5 Premiums you would have entered on line 4 if the total premium for each employee equaled the average premium for the small group market in which you offered health insurance coverage (see instructions)	5	5,723
6 Enter the smaller of line 4 or line 5	6	5,723
7 Multiply line 6 by the applicable percentage: • Tax-exempt small employers, multiply line 6 by 25% (.25) • All other small employers, multiply line 6 by 35% (.35)	7	2,003
8 If line 2 is 10 or less, enter the amount from line 7. Otherwise, see instructions	8	2,003
9 If line 3 is $25,000 or less, enter the amount from line 8. Otherwise, see instructions	9	2,003
10 Enter the total amount of any state premium subsidies paid and any state tax credits available to you for premiums included on line 4 (see instructions)	10	
11 Subtract line 10 from line 4. If zero or less, enter -0-	11	8,452
12 Enter the smaller of line 9 or line 11	12	2,003
13 If line 12 is zero, skip lines 13 and 14 and go to line 15. Otherwise, enter the number of employees included on line 1 for whom you paid premiums during the tax year for health insurance coverage under a qualifying arrangement (see instructions)	13	1
14 Enter the number of full-time equivalent employees you would have entered on line 2 if you only included employees included on line 13	14	1
15 Credit for small employer health insurance premiums from partnerships, S corporations, cooperatives, estates, and trusts (see instructions)	15	
16 Add lines 12 and 15. Cooperatives, estates, and trusts, go to line 17. Tax-exempt small employers, skip lines 17 and 18 and go to line 19. Partnerships and S corporations, stop here and report this amount on Schedule K. All others, stop here and report this amount on Form 3800, line 4h	16	2,003
17 Amount allocated to patrons of the cooperative or beneficiaries of the estate or trust (see instructions)	17	
18 Cooperatives, estates, and trusts, subtract line 17 from line 16. Stop here and report this amount on Form 3800, line 4h	18	
19 Enter the amount you paid in 2011 for taxes considered payroll taxes for purposes of this credit (see instructions)	19	
20 Tax-exempt small employers, enter the smaller of line 16 or line 19 here and on Form 990-T, line 44f	20	

For Paperwork Reduction Act Notice, see separate instructions.

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☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Schedule K-1 (Form 1120S) **2011**

Department of the Treasury
Internal Revenue Service

For calendar year 2011, or tax year beginning _____ ending _____

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
26-4825390

B Corporation's name, address, city, state, and ZIP code
The Research Group, Inc.

34 North Maple St., Suite 202
Florence MA 01062

C IRS Center where corporation filed return
e-file

Part II Information About the Shareholder

D Shareholder's identifying number
344-40-7725

E Shareholder's name, address, city, state, and ZIP code
Nancy Mihevc
51 Day Avenue

Northampton MA 01060

F Shareholder's percentage of stock ownership for tax year ..... 100.000000 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 42,224	13 P*	Credits 2,003
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 37		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
11 *	Section 179 deduction 515	16 C*	Items affecting shareholder basis 2,003
12 A	Other deductions 130	D	41,183
		17 A	Other information 37

* See attached statement for additional information.

For Paperwork Reduction Act Notice, see Instructions for Form 1120S.

Schedule K-1 (Form 1120S) 2011

DAA

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172
2011
Attachment Sequence No. 179

Name(s) shown on return: The Research Group, Inc.

Identifying number: 26-4825390

Business or activity to which this form relates: Regular Depreciation

Part I **Election To Expense Certain Property Under Section 179**

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	515
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	500,000

6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost
Equipment	515	515

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	515
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	515
10	Carryover of disallowed deduction from line 13 of your 2010 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	104,224
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	515
13	Carryover of disallowed deduction to 2012. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II **Special Depreciation Allowance and Other Depreciation (Do not include listed property.)** (See instructions)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III **MACRS Depreciation (Do not include listed property.)** (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2011	17	1,041
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B—Assets Placed in Service During 2011 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	
				MM	S/L	

Section C—Assets Placed in Service During 2011 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part IV **Summary** (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	1,041
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4562** (2011)

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There are no amounts for Page 2

Federal Statements

Statement 1 - Form 1120S, Page 1, Line 19 - Other Deductions

Description	Amount
Software and Software Fees	$ 4,189
Dues and Subscriptions	125
Commissions and Fees	1,247
Insurance	1,439
Internet Fees	3,229
Office Supplies	10,734
Shipping	327
Utilities	7,752
Bank Fees	117
USPS Permits	1,385
Miscellaneous	349
Client Project Expenses	230,296
Automobile	720
Travel	699
Moving Expenses	1,093
Total	$ 263,701

Mission Statement

The Research Group, Inc.

We seek to provide consistently high quality, cost-effectives means of gathering, tabulating, and analyzing data. All projects undergo quality improvement discussions at their conclusions, and results of those discussions are implemented in other projects so that all clients benefit from lessons learned. We will pay all employees a living wage and provide benefits to all part- and full-time employees.

BOARD OF DIRECTORS

Name/ Title	Organization	Address	Email	Phone Number (s)
Chair-- Nancy T. Mihevc	The Research Group, Inc	221 Pine Street, Ste 230 Florence, MA 01062	nancy@researchgroup-inc.com	413-586-0610
Clerk – Nancy T. Mihevc	As above	As above	As above	As above

Division of Community Based Care Services
Bureau of Drug and Alcohol Services

COMPLETE ONE BUDGET FORM FOR EACH STATE BUDGET PERIOD

Bidder/Program Name: The Research Group, Inc.

Budget Request for: YRBS Printing, Scanning, and Data Cleaning

Budget Period: December 1, 2012 through June 30, 2013

Line Item	A. Cost for 35,000 Booklets	B. Cost Per Booklet	C. Volume Differential
1. Booklet Production	7845	0.224	
2. Project Setup (this is a fixed cost regardless of number of surveys)	4400	0	
3. Survey Scanning* (includes initial preparation, scan, preliminary edit, hand entry, and accuracy check)	20195	0.577	
4. Data-Entry of non-scannable (included in Survey Scanning)	0	0	
5. Data Cleaning & Editing (includes creating programs, cleaning & editing according to CDC specifications, and transmitting data - fixed cost)	1100	0	
6. Other Costs:			
7. Indirect Costs	2350	0	
8. **TOTAL**	35890	0.801	

Reviewer's Initials & date MR 10/22/12