



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management
From: Nathan Lavery, Fiscal Analyst
Date: June 24, 2011
Subject: JFO #2505, #2506, #2507, #2508, #2509

No Joint Fiscal Committee member has requested that the following items be held for review:

JFO #2505 — \$30,000 grant from the Pacific Institute for Research and Evaluation to the Vermont Department of Liquor Control. These funds will be used to study alternative protocols for underage alcohol compliance checks.
[JFO received 5/16/11]

JFO #2506 — \$10,000 grant from the National Alcohol Beverage Control Association to the Vermont Department of Liquor Control. These funds will be used to design, produce, and purchase community outreach and educational materials.
[JFO received 5/16/11]

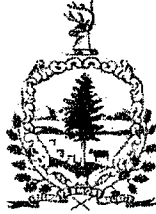
JFO #2507 — \$11,000 grant from the Franklin County Community Development Corporation to the Vermont Agency of Agriculture, Food and Markets. These funds will be used to implement the Farm to School Communications plan and provide professional development for Farm to School practitioners.
[JFO received 5/16/11]

JFO #2508 — \$15,000 donation from Ross and Gail Anderson to the Department of Fish and Wildlife. This donation represents the difference between the appraised value of the property (207.8 acres in Addison) being sold to the State of Vermont and the purchase price of the parcel. Because the state is not paying the full appraised value, the difference is considered a donation to the state of Vermont.
[JFO received 6/7/11]

JFO #2509 — \$56,800 donation from Batten Kill Watershed Alliance to the Department of Fish and Wildlife. This donation represents the estimated town assessed value of the property (two parcels totaling 3.2 acres in Arlington) being donated to the State of Vermont.
[JFO received 6/7/11]

The Governor's approval may now be considered final. We ask that you inform the Secretary of Administration and your staff of this action.

cc: Michael Hogan, Commissioner
Chuck Ross, Secretary
Patrick Berry, Commissioner



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Nathan Lavery, Fiscal Analyst
Date: May 31, 2011
Subject: Grant Requests

Enclosed please find three (3) grants that the Joint Fiscal Office has received from the administration.

JFO #2505 — \$30,000 grant from the Pacific Institute for Research and Evaluation to the Vermont Department of Liquor Control. These funds will be used to study alternative protocols for underage alcohol compliance checks.

[JFO received 5/16/11]

JFO #2506 — \$10,000 grant from the National Alcohol Beverage Control Association to the Vermont Department of Liquor Control. These funds will be used to design, produce, and purchase community outreach and educational materials.

[JFO received 5/16/11]

JFO #2507 — \$11,000 grant from the Franklin County Community Development Corporation to the Vermont Agency of Agriculture, Food and Markets. These funds will be used to implement the Farm to School communications plan and provide professional development for Farm to School practitioners.

[JFO received 5/16/11]

Please review the enclosed materials and notify the Joint Fiscal Office (Nathan Lavery at (802) 828-1488; nlavery@leg.state.vt.us) if you have questions or would like an item held for legislative review. Unless we hear from you to the contrary by June 14 we will assume that you agree to consider as final the Governor's acceptance of these requests.



State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

[phone] 802-828-2376
 [fax] 802-828-2428

Agency of Administration

JFO #Z505

**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary:		This grant is for Vermont Department of Liquor Control Enforcement Division work on a study being conducted by Pacific Institute for Research and Evaluation(PIRE) of alcohol compliance check protocols. PIRE got a grant from the National Institute on Alcohol Abuse and Alcoholism to do this project.			
Date:		4/28/2011			
Department:		Department of Liquor Control			
Legal Title of Grant:		Assessing Alternative Protocols for Underage Alcohol Sales Compliance Checks			
Federal Catalog #:					
Grant/Donor Name and Address:		Pacific Institute for Research and Evaluation, 11720 Beltsville Drive, Suite 900, Beltsville MD 20705			
Grant Period:		From:	To:		
		12/1/2010	6/30/2012		
Grant/Donation		\$30,000			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$7,695	\$22,305	\$	\$30,000	
Position Information:		# Positions	Explanation/Comments		
		0			
Additional Comments:					
Department of Finance & Management				<i>[Signature]</i> (Initial)	
Secretary of Administration				<i>[Signature]</i> (Initial)	
Sent To Joint Fiscal Office				5/12/11 Date	

RECEIVED
 MAY 16 2011
 JOINT FISCAL OFFICE



State of Vermont
Department of Liquor Control
13 Green Mountain Drive
Montpelier, VT 05620-4501
liquorcontrol.vermont.gov

Michael J. Hogan, Commissioner

[phone] 802-828-2345
[fax] 802-828-2803

April 26, 2011

The Honorable Jeb Spaulding
Vermont Secretary of Administration
109 State Street
Montpelier, VT 05609-0201

Dear Secretary Spaulding:

Enclosed is a new request by Department of Liquor Control for approval of a grant to study Liquor Control compliance rates. The grant is offered by Pacific Institute for Research and Evaluation (PIRE). The total grant is 30,000 for a joint study over two fiscal periods with PIRE comparing alternative compliance rates and protocols with current practices. It does not have any new positions associated with it, nor does it add to the base budget of the department.

A portion will be awarded for use in FY11, with the balance to be awarded once PIRE receives their continuation by the National Institute on Alcohol Abuse and Alcoholism (NIAAA). These studies will help to refine the current protocol for compliance checks, in turn increasing the effectiveness of Liquor Control's Enforcement division. We hope you will approve this request.

Respectfully,

A handwritten signature in black ink that reads "Michael J. Hogan". The signature is written in a cursive, flowing style.

Michael J. Hogan
Commissioner



Liquor Control Board:

Stephanie M. O'Brien, Chair; John P. Cassarino, Member; Walter E. Freed, Member

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
1. Agency:				
2. Department:		Liquor Control		
3. Program:		Enforcement		
4. Legal Title of Grant:		Assessing Alternative Protocols for Underage Alcohol Sales Compliance Checks		
5. Federal Catalog #:		1R21AA018716-01A1		
6. Grant/Donor Name and Address: Pacific Institute for Research and Evaluation 11720 Beltsville Drive, Suite 900 Beltsville, MD 20705				
7. Grant Period:		From:	12/1/2010	To: 6/30/2012
8. Purpose of Grant: Grant to provide for VDLC and Pacific Institute for Research and Evaluation (PIRE) jointly conducting a study comparing compliance rates for two alternative compliance protocols with the compliance rate obtained through current practices and protocols.				
9. Impact on existing program if grant is not Accepted: Additional compliance checks required for effective study will cause Enforcement to either greatly exceed budgeted amounts or not to do extra checks and therefore nullify study.				
B. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2011	FY 2012	FY	
Personal Services	\$	\$18,000	\$	See #3 Cost on PIRE Agreement dated 4/25/11
Operating Expenses	\$7,695	\$4,305	\$	
Grants	\$	\$	\$	
Total	\$7,695	\$22,305	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source PIRE)	\$7,695	\$22,305	\$	
Total	\$7,695	\$22,305	\$	
Appropriation No:	2300002000		Amount:	\$30,000
				\$
				\$
				\$
				\$

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

		\$
		\$
	Total	\$30,000

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: _____ Agreed by: _____ (initial)

12. Limited Service Position Information:	# Positions	Title
Total Positions		

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: <i>Michael J. [Signature]</i>	Date: 7/26/11
	Title: COMMISSIONER, LIQUOR CONTROL	
	Signature:	Date:
	Title:	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) <i>[Signature]</i>	Date: 05/10/11
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Accepted	(Governor's signature) <i>[Signature]</i>	Date: 5/11/11
<input type="checkbox"/> Rejected		

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

<input type="checkbox"/> Request Memo	<input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Dept. project approval (if applicable)	<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)
<input type="checkbox"/> Grant Agreement	<input type="checkbox"/> Form AA-1PN attached (if applicable)
<input type="checkbox"/> Grant Budget	

End Form AA-1

(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).



April 20, 2011

William J. Goggins
Director of Education, Licensing & Enforcement
Vermont Department of Liquor Control
13 Green Mountain Drive
Montpelier, VT. 05620

Re: Subcontract Agreement between Pacific Institute for Research and Evaluation and Vermont Department of Liquor Control
Project Title: *"Assessing Alternative Protocols for Underage Alcohol Sales Compliance Checks"*

Dear Mr. Goggins:

Currently, the prime **Grant # R21AA018716-01A1** held by Pacific Institute, awarded by the National Institute on Alcohol Abuse and Alcoholism (NIAAA) period of performance (P.O.P.) is July 1, 2010 – June 30, 2011.

We anticipate Year 2 continuation/renewal to arrive around the end of June 2011. Once PIRE receives the continuation from NIAAA, we will issue your organization a modification to extend the P.O.P. through June 30, 2012.

If you have any questions, or if I can be of further assistance, please feel free to contact me directly at 301-755-2721 or via e-mail at dmcknight@pire.org.

Sincerely,

A handwritten signature in cursive script that reads "Diane McKnight".

Diane McKnight
Director of Contracts & Grants

cc: R. Flewelling (PI)



*Attachment A***Scope of Work****Pacific Institute for Research and Evaluation (PIRE)
Vermont Department of Liquor Control (VDLC)****Assessing Alternative Protocols for Underage Compliance Checks**

Per the subcontract agreement between Pacific Institute for Research and Evaluation and the Vermont Department of Liquor Control, the following activities will be completed between December 1, 2010 and June 30, 2011:

1. Responsibilities of Pacific Institute for Research and Evaluation

- A. PIRE will acquire an electronic file of currently licensed on- and off-premise outlets in Vermont from the VDLC by no later than January 7, 2011. PIRE will randomly select outlets to conduct three types of compliance check protocols. PIRE will be responsible for randomly assigning outlets to each protocol, providing lists of outlets to be checked each quarter, working with VDLC as needed to develop the schedule for completion of the compliance checks each month, creating and providing copies of the data collection forms to be used, and entering and analyzing the data once it is received from the VDLC.
- B. PIRE will develop the alternative protocols to be implemented, as well as modify the standard protocol as necessary for its use in this study. PIRE will provide drafts of these protocols for VDLC to review by no later than January 7, 2011. PIRE will incorporate feedback from the VDLC review and finalize the protocols by Feb 7, 2011. PIRE will provide on-site training on the research project and protocols to the VDLC Command Staff and designated investigators that will be conducting the protocols sometime in February after the protocols have been finalized (date TBD). PIRE will provide on-going monitoring of the implementation of the three compliance check protocols throughout the duration of the study.
- C. PIRE will analyze all the data provided over the duration of the project and will provide the results of the project to the VDLC in draft report form by no later than June 30, 2012. PIRE will assist with any related media activities to publicize the results of the study as they become available if requested by the VDLC.

2. Responsibilities of Vermont Dept. of Liquor Control

- A. The VDLC will provide the following data to PIRE:
 - 1. Electronic copy of the most current database available that includes all on- and off-premise establishments. Data will include license number, license type, county and/or VDLC administrative region, name, address, and underage

compliance check history over the past four years (2006 through present).

2. Data collection forms completed each month on the compliance checks completed. VDLC will mail hard copies of the forms collected to PIRE within 15 days of the close of each month.

B. While it is anticipated that the VDLC will conduct 540 compliance checks over the course of twelve months (April 2011 through March 2012), during this subcontract period, VDLC agrees to conduct approximately 135 compliance checks between April 1, 2011 and June 30, 2011. The VDLC sworn personnel will conduct all three types of protocols every shift that they work on this project and will conduct the appropriate protocol for each establishment as randomly assigned by PIRE. The VDLC will conduct approximately 45 checks each month over the duration of the data collection time frame. The VDLC will be responsible for hiring and training the underage operative, although training assistance from PIRE will be provided if requested. In addition, the VDLC is responsible for providing the fraudulent identification cards that will be used throughout the duration of the study for the alternative protocol #2.

3. Budget

The VDLC anticipates the following expenses associated with executing the deliverables in this subcontract agreement (see Attachment B).

Pacific Institute is aware that additional funds may be needed to implement the compliance checks and collect all the data described above. The VDLC will provide in-kind resources as necessary to ensure that all deliverables described in this scope of work as required for this research project will be completed.

Attachment B

BUDGET DETAILS

The all inclusive average cost of compliance check including but not limited to salaries, purchase cost, mileage, average approximately \$57.00 per compliance check.

Budget Estimate for December 1, 2010 to June 30, 2011

\$57.00 X 135 = \$7,695.00

State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

[phone] 802-828-2376
 [fax] 802-828-2428

Agency of Administration

JFO #2505

**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary: This grant is for Vermont Department of Liquor Control Enforcement Division work on a study being conducted by Pacific Institute for Research and Evaluation(PIRE) of alcohol compliance check protocols. PIRE got a grant from the National Institute on Alcohol Abuse and Alcoholism to do this project.

Date: 4/28/2011

Department: Department of Liquor Control

Legal Title of Grant: Assessing Alternative Protocols for Underage Alcohol Sales Compliance Checks

Federal Catalog #:

Grant/Donor Name and Address: Pacific Institute for Research and Evaluation, 11720 Beltsville Drive, Suite 900, Beltsville MD 20705

Grant Period: **From:** 12/1/2010 **To:** 6/30/2012

Grant/Donation \$30,000

	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$7,695	\$22,305	\$	\$30,000	

Position Information:	# Positions	Explanation/Comments
	0	

Additional Comments:

Department of Finance & Management	<i>[Signature]</i>	(Initial)
Secretary of Administration	<i>[Signature]</i>	(Initial)
Sent To Joint Fiscal Office	<i>[Signature]</i>	Date

RECEIVED
 MAY 16 2011
JOINT FISCAL OFFICE



State of Vermont
Department of Liquor Control
13 Green Mountain Drive
Montpelier, VT 05620-4501
liquorcontrol.vermont.gov

Michael J. Hogan, Commissioner

[phone] 802-828-2345
[fax] 802-828-2803

April 26, 2011

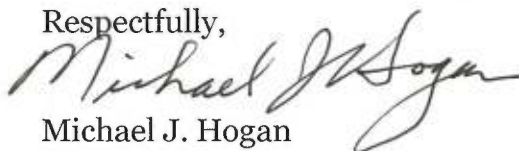
The Honorable Jeb Spaulding
Vermont Secretary of Administration
109 State Street
Montpelier, VT 05609-0201

Dear Secretary Spaulding:

Enclosed is a new request by Department of Liquor Control for approval of a grant to study Liquor Control compliance rates. The grant is offered by Pacific Institute for Research and Evaluation (PIRE). The total grant is 30,000 for a joint study over two fiscal periods with PIRE comparing alternative compliance rates and protocols with current practices. It does not have any new positions associated with it, nor does it add to the base budget of the department.

A portion will be awarded for use in FY11, with the balance to be awarded once PIRE receives their continuation by the National Institute on Alcohol Abuse and Alcoholism (NIAAA). These studies will help to refine the current protocol for compliance checks, in turn increasing the effectiveness of Liquor Control's Enforcement division. We hope you will approve this request.

Respectfully,



Michael J. Hogan
Commissioner



STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
1. Agency:				
2. Department:		Liquor Control		
3. Program:		Enforcement		
4. Legal Title of Grant:		Assessing Alternative Protocols for Underage Alcohol Sales Compliance Checks		
5. Federal Catalog #:		1R21AA018716-01A1		
6. Grant/Donor Name and Address:				
Pacific Institute for Research and Evaluation 11720 Beltsville Drive, Suite 900 Beltsville, MD 20705				
7. Grant Period:		From:	12/1/2010	To: 6/30/2012
8. Purpose of Grant:				
Grant to provide for VDLC and Pacific Institute for Research and Evaluation (PIRE) jointly conducting a study comparing compliance rates for two alternative compliance protocols with the compliance rate obtained through current practices and protocols.				
9. Impact on existing program if grant is not Accepted:				
Additional compliance checks required for effective study will cause Enforcement to either greatly exceed budgeted amounts or not to do extra checks and therefore nullify study.				
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2011	FY 2012	FY	
Personal Services	\$	\$18,000	\$	See #3 Cost on PIRE Agreement dated 4/25/11
Operating Expenses	\$7,695	\$4,305	\$	
Grants	\$	\$	\$	
Total	\$7,695	\$22,305	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source PIRE)	\$7,695	\$22,305	\$	
Total	\$7,695	\$22,305	\$	
Appropriation No:	2300002000	Amount:	\$30,000	
			\$	
			\$	
			\$	
			\$	

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

		\$
		\$
	Total	\$30,000

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: _____ Agreed by: _____ (initial)

12. Limited Service Position Information:	# Positions	Title
Total Positions		

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: <i>M. Michael J. [Signature]</i>	Date: 4/26/11
	Title: COMMISSIONER, LIQUOR CONTROL	
	Signature: _____	Date: _____
	Title: _____	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) <i>[Signature]</i>	Date: 05/10/11
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Accepted	(Governor's signature) <i>[Signature]</i>	Date: 5/11/11
<input type="checkbox"/> Rejected		

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

<input type="checkbox"/> Request Memo	<input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Dept. project approval (if applicable)	<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)
<input type="checkbox"/> Grant Agreement	<input type="checkbox"/> Form AA-1PN attached (if applicable)
<input type="checkbox"/> Grant Budget	

End Form AA-1

(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).



April 20, 2011

William J. Goggins
Director of Education, Licensing & Enforcement
Vermont Department of Liquor Control
13 Green Mountain Drive
Montpelier, VT. 05620

Re: Subcontract Agreement between Pacific Institute for Research and Evaluation and Vermont Department of Liquor Control
Project Title: *“Assessing Alternative Protocols for Underage Alcohol Sales Compliance Checks”*

Dear Mr. Goggins:

Currently, the prime **Grant # R21AA018716-01A1** held by Pacific Institute, awarded by the National Institute on Alcohol Abuse and Alcoholism (NIAAA) period of performance (P.O.P.) is July 1, 2010 – June 30, 2011.

We anticipate Year 2 continuation/renewal to arrive around the end of June 2011. Once PIRE receives the continuation from NIAAA, we will issue your organization a modification to extend the P.O.P. through June 30, 2012.

If you have any questions, or if I can be of further assistance, please feel free to contact me directly at 301-755-2721 or via e-mail at dmcknight@pire.org.

Sincerely,

A handwritten signature in blue ink that reads "Diane McKnight".

Diane McKnight
Director of Contracts & Grants

cc: R. Flewelling (PI)

*Attachment A***Scope of Work****Pacific Institute for Research and Evaluation (PIRE)
Vermont Department of Liquor Control (VDLC)****Assessing Alternative Protocols for Underage Compliance Checks**

Per the subcontract agreement between Pacific Institute for Research and Evaluation and the Vermont Department of Liquor Control, the following activities will be completed between December 1, 2010 and June 30, 2011:

1. Responsibilities of Pacific Institute for Research and Evaluation

A. PIRE will acquire an electronic file of currently licensed on- and off-premise outlets in Vermont from the VDLC by no later than January 7, 2011. PIRE will randomly select outlets to conduct three types of compliance check protocols. PIRE will be responsible for randomly assigning outlets to each protocol, providing lists of outlets to be checked each quarter, working with VDLC as needed to develop the schedule for completion of the compliance checks each month, creating and providing copies of the data collection forms to be used, and entering and analyzing the data once it is received from the VDLC.

B. PIRE will develop the alternative protocols to be implemented, as well as modify the standard protocol as necessary for its use in this study. PIRE will provide drafts of these protocols for VDLC to review by no later than January 7, 2011. PIRE will incorporate feedback from the VDLC review and finalize the protocols by Feb 7, 2011. PIRE will provide on-site training on the research project and protocols to the VDLC Command Staff and designated investigators that will be conducting the protocols sometime in February after the protocols have been finalized (date TBD). PIRE will provide on-going monitoring of the implementation of the three compliance check protocols throughout the duration of the study.

C. PIRE will analyze all the data provided over the duration of the project and will provide the results of the project to the VDLC in draft report form by no later than June 30, 2012. PIRE will assist with any related media activities to publicize the results of the study as they become available if requested by the VDLC.

2. Responsibilities of Vermont Dept. of Liquor Control

A. The VDLC will provide the following data to PIRE:

1. Electronic copy of the most current database available that includes all on- and off-premise establishments. Data will include license number, license type, county and/or VDLC administrative region, name, address, and underage

compliance check history over the past four years (2006 through present).

2. Data collection forms completed each month on the compliance checks completed. VDLC will mail hard copies of the forms collected to PIRE within 15 days of the close of each month.

B. While it is anticipated that the VDLC will conduct 540 compliance checks over the course of twelve months (April 2011 through March 2012), during this subcontract period, VDLC agrees to conduct approximately 135 compliance checks between April 1, 2011 and June 30, 2011. The VDLC sworn personnel will conduct all three types of protocols every shift that they work on this project and will conduct the appropriate protocol for each establishment as randomly assigned by PIRE. The VDLC will conduct approximately 45 checks each month over the duration of the data collection time frame. The VDLC will be responsible for hiring and training the underage operative, although training assistance from PIRE will be provided if requested. In addition, the VDLC is responsible for providing the fraudulent identification cards that will be used throughout the duration of the study for the alternative protocol #2.

3. Budget

The VDLC anticipates the following expenses associated with executing the deliverables in this subcontract agreement (see Attachment B).

Pacific Institute is aware that additional funds may be needed to implement the compliance checks and collect all the data described above. The VDLC will provide in-kind resources as necessary to ensure that all deliverables described in this scope of work as required for this research project will be completed.

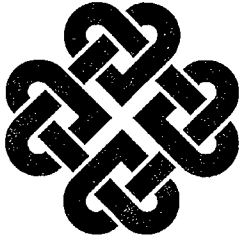
Attachment B

BUDGET DETAILS

The all inclusive average cost of compliance check including but not limited to salaries, purchase cost, mileage, average approximately \$57.00 per compliance check.

Budget Estimate for December 1, 2010 to June 30, 2011

$\$57.00 \times 135 = \$7,695.00$



SUBCONTRACT AGREEMENT BY
AND BETWEEN

PACIFIC INSTITUTE FOR RESEARCH AND EVALUATION
AND
VERMONT DEPARTMENT OF LIQUOR CONTROL

This agreement is entered into by and between Pacific Institute for Research and Evaluation (hereinafter, Pacific Institute), a California non-profit corporation, and the Vermont Department of Liquor Control, hereinafter, the Subcontractor.

1. **Funding Source.** Both parties acknowledge and agree that all funding shall come from the prime Grant # R21AA018716-01A1 held by Pacific Institute, awarded by the National Institute on Alcohol Abuse and Alcoholism (NIAAA), hereinafter, the Fundor, in support of work entitled "*Assessing Alternative Protocols for Underage Alcohol Sales Compliance Checks*" as detailed in the attached Scope of Work. (*Attachment A*)
2. **Time Period.** This agreement shall be for the period of **December 1, 2010 to June 30, 2011**, and may be extended without competition pending agreement by both parties and future funding from NIAAA.
3. **Cost.** For said services, the Subcontractor will be reimbursed, on submission of monthly invoices, a total not to exceed **\$7,695.00** in accordance with the attached Budget. (*Attachment B*). It is anticipated that a contract modification will be issued in July, 2011 which will allocate additional funding of \$22,305.00 and extend the period of performance through June 30, 2012.

The Subcontractor agrees that this contract shall **not** exceed the total amount of funds per this agreement and that best efforts be given to meet the requirements of the project with the funds available. Should requested services cause the Subcontractor to expend funds greater than those available to this contract, the subcontractor will contact the Principal Investigator immediately.

4. **Payment/Invoicing.** PIRE's standard payment term for our suppliers and subcontractors is within 30 days from receipt of an invoice. The Subcontractor agrees to submit periodic invoice and a report of the tasks performed. Payments are made upon satisfactory performance of the tasks as described in the Scope of Work.

Invoices must be prepared in accordance with all applicable provisions of this subcontract. The invoices shall, at a minimum, contain the following information:

- (a) reference to PIRE project #0525
- (b) the period covered by the current invoice
- (c) unique invoice number and

(d) the date of the invoice.

Also, for verification purposes, the Subcontractor's invoice should maintain a cumulative total of Expenditures to date. PIRE agrees to contact the Subcontractor if the amounts on record of Expenditures to date or Unexpended Funds differ from that of the Subcontractor's invoices.

The subcontractor agrees to label their final invoice as "**FINAL**" and submit the final invoice within 60 days of the agreement end date. The final invoice will be paid once the Subcontractor has met all subcontract requirements.

All invoices should be sent to the attention of the Site Administrator:

Ian Penn
Pacific Institute for Research and Evaluation
11720 Beltsville Drive, Suite 900
Beltsville, MD 20705

5. Contact person(s) and address(es) for the Subcontractor.

Technical:

Angela Raycraft
Administrative Assistant
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Contractual:

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6. Project Director for Pacific Institute.

Robert Flewelling
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Contractual contact for Pacific Institute

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Fax: 301-755-2799

7. Title to Information and Data. It is understood that all materials, manuscripts and products

developed under the subcontract may not be published or distributed without the verbal or written permission of Pacific Institute and that Pacific Institute shall have equal rights for the publication of materials delivered to Pacific Institute as part of this subcontract. Neither party shall unreasonably withhold permission for such publication, nor shall standard practices of confidentiality be breached by either party. The Subcontractor agrees to adhere to the terms and conditions of the NIH Public Access Policy at <http://publicaccess.nih.gov/>

8. **Funding Restrictions/Cancellation.** Both parties acknowledge and agree that should funding under the prime grant be limited or restricted, it may affect funding for the subcontractor. It is agreed that in the event funding is reduced or restricted, Pacific Institute shall immediately notify the Subcontractor. In this event, Pacific Institute will only be obligated to reimburse Subcontractor for costs already incurred and obligated for payment up to the date of termination by the government. In the event that funds are reduced during the term of the grant, Pacific Institute shall be obligated for only 60-days (pro-rated) of regular payments, and shall negotiate a new scope of work or services should the Subcontractor desire to perform the services required by the reduced level of effort. Notwithstanding the above paragraph, either party shall have the right to terminate this contract without cause with sixty (60) days' written notice (notice received by entity terminated). In such case, deliverables due during those sixty days shall be honored as well as expenses incurred or committed by Subcontractor for those sixty days.
9. **Indemnification.** The Subcontractor shall indemnify and hold harmless the Pacific Institute, its members, employees, officers, and Board of Directors against all claims, actions, proceedings, damages, and liabilities, including attorneys' fees, arising from, connected to, or caused in whole or in part by any negligent act, or omission of the Subcontractor.
10. **Compliance.** The Subcontractor agrees to abide by all Federal, State, local government, or other applicable laws and regulations. All policies and procedures required by the Fundor shall be applicable to this agreement and the parties hereto agree to be bound by those terms and conditions. Refer to National Institutes of Health, Grants Policy Statement available at online at <http://grants1.nih.gov/grants/policy/#gps>.
11. **Insurance.** All policies and procedures required by the Fundor shall be applicable to this agreement and the parties hereto agree to be bound by those terms and conditions. The Subcontractor shall assume responsibility for complying with laws governing provision of compensation and/or liability insurance, and will, upon request, provide Pacific Institute with Certificate of Insurance evidencing a minimum of the coverage and limits as shown here:
 - Commercial General Liability - \$1,000,000 per occurrence
 - Hired and Non-owned Automobile Liability - \$1,000,000 per occurrence
 - Employers Liability —
 - \$100,000 per accident;
 - \$500,000 for disease, policy limit, and
 - \$100,000 for disease, each person
 - Workers compensation - Statutory Coverage
 - Professional Liability - \$1,000,000 (this coverage is needed only if direct counseling services are a part of this Subcontractor's agreement.
12. **Audit Requirements.** If the Subcontractor is subject to the audit requirements contained in

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Contracts and Grants Department
11720 Beltsville Drive, Suite 900
Beltsville, MD 20705

Upon review of the audit reports by PIRE, should the audit report of the Subcontractor disclose instances of noncompliance, the Subcontractor shall have six (6) months from the date or receipt of the audit to take appropriate corrective action and notify the PIRE of the action taken. Should this corrective action not be taken, the PIRE will undertake such action as deemed necessary and reasonable to bring about compliance.

If the Subcontractor is not subject to A-133 audit requirements, PIRE may require submission of an independent accountant's certification on the Subcontractor's financial status.

- 13. **Certifications and Assurances.** Subcontractor assures that it has in place an effective and enforced Conflict of Interest policy which complies with 42 CFR 50 Subpart F and/or FAR Subpart 9.5. In addition, vendors and subcontractors are notified that they may be subject to the provisions of 41CFR Section 60-1.4, 41CFR Section 60-250.4 and Section 60-741.4 with respect to Affirmative Action program and plan requirements.

Pursuant to federal regulations, the Subcontractor will confirm, by signing, various Certifications and Representations regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions and other such Certifications and Representations required by the Federal department or agency with jurisdiction over the prime grant or contract.

- 14. **Modifications/Amendments.** Any modification or amendment to this agreement shall require a written agreement accepted by both parties hereto.

15. **Authorized Signatures.**

Signed for Vermont Department of Liquor Control	Signed for Pacific Institute
	
<i>Signature</i>	<i>Signature</i>
William J. Goggins	Diane McKnight, Director
Director of Education, Licensing & Enforcement	Contracts and Grants Department
Date: 3/9/11	Date: January 7, 2011
Vermont Department of Liquor Control	Pacific Institute for Research & Evaluation
13 Green Mountain Drive Montpelier, VT. 05620	11720 Beltsville Drive, Suite 900 Beltsville, MD 20705
FEIN: 03-6000264	FEIN: 94-2243283
DUNS Number: 06-6760240	DUNS Number: 02-1883350

Vermont Department of Liquor Control

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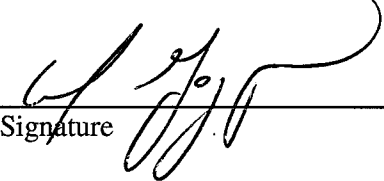
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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 statements in this certification, such prospective participant shall attach an explanation to this proposal.

Department of Liquor Control
 William J. Goggins, Director - Education, Licensing
 and Enforcement
 Name and Title of Authorized Representative


 Signature

3-22-11
 Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared Ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting the proposal that it will include the clause titled "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.
7. 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 voluntarily 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 check the Nonprocurement List.
8. 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.
9. Except for transactions authorized under paragraph 5 of these instructions, if participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.