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

Lori A. Shibinette  
Commissioner

Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
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www.dhhs.nh.gov

February 25, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing agreement with JSI Research & Training Institute, Inc. d/b/a Community Health Institute (Vendor #161611-B001), 501 South Street, 2nd floor, Bow, NH 03304, to provide professional support services to the Department's Oral Health Program in order to implement activities funded through federal grants, including access to preventive and reparative dental treatment for individuals in the statewide community-based and school-based oral health programs, by increasing the price limitation by \$37,700 from \$2,605,345 to \$2,643,045, effective upon Governor and Executive Council approval with no change to the contract completion date of August 31, 2021. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on March 13, 2019 (Item #12).

Funds are available in the following accounts for State Fiscal Year 2020 and 2021, and are anticipated to be available in State Fiscal Year 2022, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-902010-22150000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ORAL HEALTH – 100% FEDERAL FUNDS**

**05-95-90-902010-56590000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER – 100% FEDERAL FUNDS**

Please see attached fiscal details

**EXPLANATION**

The purpose of this request is for JSI Research & Training Institute, Inc., to conduct evaluations of the programs implemented in the original agreement to help inform future efforts and sustainability planning. The programs implemented are school-based and community-based oral health programs for children, teens, pregnant women, and adults with low-incomes as well as uninsured families. Oral health programs include evidence-based clinical services for caries prevention, screenings, and referrals for individuals with substance use disorders.

The following populations will be impacted from the effective date of this agreement through August 31, 2021:

- 16,470 students in schools with forty percent (40%) or more Free and Reduced Lunch Program;
- 91,440 people served by Federally Qualified Health Centers in NH annually;
- 9,500 people who use the emergency department for oral health care;
- 6,000 NH Medicaid Insured Adults that receive Substance Use Disorders treatment; and
- 1.3 million people will be impacted by oral health surveillance and professional development activities that are statewide and intended to change systems of care.

This amendment will benefit the Department by providing evaluation results for school-based oral health programs enhancement demonstration projects. The Department will evaluate the pilot project for provision of dental care coordination from Emergency Rooms to community-based dental clinics and expansion of use of substance abuse screening tools into dental clinics. The evaluation results will be reported to federal funders and will be utilized to inform how future federal funding will assist with protecting the oral health of New Hampshire citizens.

JSI Research & Training Institute, Inc (JSI) effectiveness in delivering services continues to be measured through monitoring of the following performance measures:

Specific measures that JSI will provide for the purpose of this amendment include:

- Determine through evaluation whether school-based and community based dental programs will be extended.
- Evaluations to determine sub recipient progress towards deliverables
- Conduct evaluation of programs to help inform future efforts and to help inform sustainability planning.
- An evaluation plan and written report for all required activities in the contract.

Should the Governor and Executive Council not authorize this request, the current programs that provide oral health services to children, teens, pregnant women, and adults with low-incomes as well as uninsured families living in New Hampshire will not be evaluated and sustainability planning will not occur.

Area served: Statewide

Source of Funds:

- U.S. Department of Health and Human Services, CDC, State Actions to Improve Oral Health Outcomes , FAIN #NU58DP006487, CFDA #93.366.
- U.S. Department of Health and Human Services, Health Resources and Services Administration, Oral Health Workforce Activities, FAIN T12HP31859, CFDA #93.236.
- U.S. Department of Health and Human Services, CDC, New Hampshire Breast & Cervical Cancer, NH Comprehensive Cancer Control Program & Cancer Registry, FAIN NU58DP006298, CFDA 93.898.

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

Respectfully submitted,

A handwritten signature in black ink, reading "Lori Shibinette". The signature is written in a cursive, flowing style.

Lori A. Shibinette  
Commissioner

# Oral Health Statewide Promotion Partner Fiscal Details

**05-95-90-902010-22150000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ORAL HEALTH – 100% FEDERAL FUNDS**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
SFY 2019	102-500731	Contracts for Program Services	90080502	\$136,238	\$0	\$136,238
SFY 2020	102-500731	Contracts for Program Services	90080502	\$100,000	\$4,800	\$104,800
SFY 2021	102-500731	Contracts for Program Services	90080502	\$100,000	\$4,800	\$104,800
SFY 2022	102-500731	Contracts for Program Services	90080502	\$0	\$800	\$800
			<i>Sub-Total</i>	\$336,238	\$10,400	\$346,638

**05-95-90-902010-22150000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ORAL HEALTH – 100% FEDERAL FUNDS**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2019	102-500731	Contracts for Program Services	90002215	\$166,369	\$0	\$166,369
SFY 2020	102-500731	Contracts for Program Services	90002215	\$181,369	\$3,600	\$184,969
SFY 2021	102-500731	Contracts for Program Services	90002215	\$181,369	\$3,600	\$184,969
SFY 2022	102-500731	Contracts for Program Services	90002215	\$15,000	\$600	\$15,600
			<i>Sub-Total</i>	\$544,107	\$7,800	\$551,907

**Oral Health Statewide Promotion Partner Fiscal Details**

**05-95-90-902010-56590000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER – 100% FEDERAL FUNDS**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
SFY 2019	102-500731	Contracts for Program Services	90080083	\$0	\$0	\$0
SFY 2020	102-500731	Contracts for Program Services	90080083	\$0	\$8,700	\$8,700
SFY 2021	102-500731	Contracts for Program Services	90080083	\$0	\$8,700	\$8,700
SFY 2022	102-500731	Contracts for Program Services	90080083	\$0	\$1,450	\$1,450
			<i>Sub-Total</i>	\$0	\$18,850	\$18,850

**05-95-90-902010-56590000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER – 100% FEDERAL FUNDS**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2019	102-500731	Contracts for Program Services	90080081	\$0	\$0	\$0
SFY 2020	102-500731	Contracts for Program Services	90080081	\$0	\$300	\$300
SFY 2021	102-500731	Contracts for Program Services	90080081	\$0	\$300	\$300
SFY 2022	102-500731	Contracts for Program Services	90080081	\$0	\$50	\$50
			<i>Sub-Total</i>	\$0	\$650	\$650

# Oral Health Statewide Promotion Partner Fiscal Details

## 05-95-90-902010-80110000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, PREVENTIVE HEALTH BLOCK GRANT – 100% FEDERAL FUNDS

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
SFY 2019	102-500731	Contracts for Program Services	90001030	\$15,000	\$0	\$15,000
SFY 2020	102-500731	Contracts for Program Services	90001030	\$15,000	\$0	\$15,000
SFY 2021	102-500731	Contracts for Program Services	90001030	\$15,000	\$0	\$15,000
SFY 2022	102-500731	Contracts for Program Services	90001030	\$0	\$0	\$0
			<i>Sub-Total</i>	<b>\$45,000</b>	<b>\$0</b>	<b>\$45,000</b>

## 05-95-90-902010-80110000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ORAL HEALTH CAPACITY RURAL NH - 60.26% FEDERAL FUNDS / 39.74% GENERAL FUNDS

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
SFY 2019	102-500731	Contracts for Program Services	90072003	\$420,000	\$0	\$420,000
SFY 2020	102-500731	Contracts for Program Services	90072003	\$600,000	\$0	\$600,000
SFY 2021	102-500731	Contracts for Program Services	90072003	\$600,000	\$0	\$600,000
SFY 2022	102-500731	Contracts for Program Services	90072003	\$60,000	\$0	\$60,000
			<i>Sub-Total</i>	<b>\$1,680,000</b>	<b>\$0</b>	<b>\$1,680,000</b>
			<b>Total</b>	<b>\$2,605,345</b>	<b>\$37,700</b>	<b>\$2,643,045</b>

**New Hampshire Department of Health and Human Services  
Oral Health Promotion Partner**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Oral Health Promotion Partner**

This 1<sup>st</sup> Amendment to the Oral Health Promotion Partner contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and JSI Research & Training Institute, Inc. d/b/a Community Health Institute, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 501 South Street 2<sup>nd</sup> Floor, Bow, NH 03304.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 13, 2019; (Item # 12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,643,045
2. Exhibit A Scope of Services, Section 2, Scope of Work, Subsection 2.2., Paragraph 2.2.6, to read:
  - 2.2.6 Consult with the Department in early 2020 to:
    - 2.2.6.1 Determine through evaluation whether school-based dental program contracts will be extended.
    - 2.2.6.2 Assist the Department with actions to preserve community-based services for NH's low-income, uninsured, and under-insured children and adolescents, including those enrolled in New Hampshire Medicaid. The Contractor shall conduct evaluations that include, but are not limited to:
      - 2.2.6.2.1 Reviewing sub recipient progress towards deliverables.
      - 2.2.6.2.2 Determining whether to renew sub recipient contracts.
      - 2.2.6.2.3 Renewing sub recipient contracts upon Department approval.
3. Exhibit A Scope of Services, Section 2, Scope of Work, Subsection 2.3, Paragraph 2.3.6, to read:
  - 2.3.6 Consult with the Department in early 2021 to:
    - 2.3.6.1 Determine through evaluation activities whether existing contract/agreements for community-based dental programs will be extended.
    - 2.3.6.2 Assist the Department in actions to preserve community-based services for NH's low-income, uninsured, and under-insured children, adolescents, and adults including those enrolled in New Hampshire Medicaid. The Contractor



shall ensure evaluations are completed and include, but are not limited to::

- 2.3.6.2.1 Reviewing sub recipient progress towards deliverables.
  - 2.3.6.2.2 Determining whether to renew sub recipient contracts.
  - 2.3.6.2.3 Renewing sub recipient contracts upon Department approval.
4. Exhibit A Scope of Services, Section 2 Scope of Work, Subsection 2.8, Paragraph 2.8.5, to read:
- 2.8.5 Conducting evaluations of programs to assist with informing future efforts sustainability planning.
5. Modify Exhibit B Method and Conditions Precedent to Payment, by replacing its entirety with Exhibit B, Amendment #1.
6. Modify Exhibit B-2, Budget by replacing it in its entirety with Exhibit B-2, Amendment #1.
7. Modify Exhibit B-3, Budget by replacing it in its entirety with Exhibit B-3, Amendment #1.
8. Modify Exhibit B-4, Budget by replacing it in its entirety with Exhibit B-4, Amendment #1.
9. Add Exhibit B-5, Match Requirement Form.





New Hampshire Department of Health and Human Services  
Oral Health Promotion Partner

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

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

State of New Hampshire  
Department of Health and Human Services

2/19/20  
Date

[Signature]  
Name: Lisa Morris  
Title: Director

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

February 14, 2020  
Date

[Signature]  
Name: Katherine Robert  
Title: Regional Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 2/14/2020, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Debra Love, Notary Public  
Name and Title of Notary or Justice of the Peace

My Commission Expires: DEBRA L. LOVE, Notary Public  
My Commission Expires September 5, 2023

New Hampshire Department of Health and Human Services  
Oral Health Promotion Partner



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

OFFICE OF THE ATTORNEY GENERAL

2/28/2020  
Date

[Signature]  
Name:  
Title:

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

1CR  
2/14/20



New Hampshire Department of Health and Human Services  
Oral Health Promotion Partner

**Exhibit B, Amendment # 1**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows:

	Source of Funds	Year 1 (SFY19)	Year 2 (SFY20)	Year 3 (SFY21)	Year 4 (SFY22)
2.1.	100% Federal Funds from Centers for Disease Control & Prevention, Preventive Health & Health Services Block Grant, CFDA #93.991, Federal Award Identification Number (FAIN), NB01OT009285.	\$15,000	\$15,000	\$15,000	\$0
2.2.	39.74% Federal Funds from Centers for Disease Control & Prevention, Preventive Health & Health Services Block Grant CFDA #93.991, FAIN NB01OT009285 and 60.26% General Funds	\$420,000	\$600,000	\$600,000	\$60,000
2.3.	100% Federal Funds from Centers for Disease Control & Prevention, State Actions to Improve Oral Health outcomes CFDA #93.366, FAIN NU58DP006487	\$166,369	\$184,969	\$184,969	\$15,600
2.4.	100% Federal Funds from Health Resources & Services Administration Grants to States to Support Oral Health Workforce Activities, CFDA #93.236, FAIN T12HP31859	\$136,238	\$104,800	\$104,800	\$800
2.5	100% Federal Funds from NH Breast and Cervical Cancer,	\$0	\$9,000	\$9,000	\$1,500

JSI Research & Training Institute

Exhibit B, Amendment #1

Contractor Initials

*KOR*

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Date 2/14/20

Rev. 01/08/19



New Hampshire Department of Health and Human Services  
Oral Health Promotion Partner

**Exhibit B, Amendment # 1**

	Comprehensive Cancer and Cancer Registry Program, CFDA #93.898, FAIN NU58DP006298				
	<b>TOTALS</b>	<b>\$737,607</b>	<b>\$913,769</b>	<b>\$913,769</b>	<b>\$77,900</b>

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements, which includes an in-kind match of an amount equal to a minimum of:
  - 3.1. \$54,495 for State Fiscal Year 2019
  - 3.2. \$41,920 for State Fiscal Year 2020
  - 3.3. \$41,920 for State Fiscal Year 2021
  - 3.4. \$320 for State Fiscal Year 2022.
4. The Contractor shall ensure the yearly required match that is identified in Section 3, is in non-federal contributions either in cash or in-kind related to directly carrying out HRSA project activities and goals related to Substance Use Disorder (SUD) and be approved by the Department.
5. The Contractor shall provide bi-annual reports, Exhibit B-5 Match Report Form, of itemized matching funds in accordance with the Code of Federal Regulations, 45 CFR Part 75.306 no later than January 15th and June 15th.
6. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
7. Payment for said services shall be made monthly as follows:
  - 7.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-4, Amendment #1 Budget.
  - 7.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred during the prior month.
  - 7.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.

JSI Research & Training Institute

Exhibit B, Amendment #1

Contractor Initials kel

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New Hampshire Department of Health and Human Services  
Oral Health Promotion Partner

**Exhibit B, Amendment # 1**

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- 7.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
8. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
9. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
10. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHScontractbilling@dhhs.nh.gov](mailto:DPHScontractbilling@dhhs.nh.gov), or invoices may be mailed to:
- Financial Administrator  
Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301
11. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.
12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

*KLO*

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

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

Budget Request for: Oral Health Promotion Partner

Budget Period: SFY 2020 (7/1/19 to 6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 118,581.00	\$ -	\$ 118,581.00	\$ -	\$ -	\$ -	\$ 118,581.00	\$ -	\$ 118,581.00
2. Employee Benefits	\$ 45,060.00	\$ -	\$ 45,060.00	\$ -	\$ -	\$ -	\$ 45,060.00	\$ -	\$ 45,060.00
3. Consultants	\$ 33,400.00	\$ -	\$ 33,400.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 25,400.00	\$ -	\$ 25,400.00
4. Equipment:	\$ 3,559.00	\$ -	\$ 3,559.00	\$ -	\$ -	\$ -	\$ 3,559.00	\$ -	\$ 3,559.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 8,299.00	\$ -	\$ 8,299.00	\$ -	\$ -	\$ -	\$ 8,299.00	\$ -	\$ 8,299.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,491.00	\$ -	\$ 2,491.00	\$ -	\$ -	\$ -	\$ 2,491.00	\$ -	\$ 2,491.00
7. Occupancy	\$ 11,860.00	\$ -	\$ 11,860.00	\$ -	\$ -	\$ -	\$ 11,860.00	\$ -	\$ 11,860.00
8. Current Expenses	\$ 9,488.00	\$ -	\$ 9,488.00	\$ -	\$ -	\$ -	\$ 9,488.00	\$ -	\$ 9,488.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 21,920.00	\$ -	\$ 21,920.00	\$ 13,920.00	\$ -	\$ 13,920.00	\$ 8,000.00	\$ -	\$ 8,000.00
11. Staff Education and Training	\$ 2,373.00	\$ -	\$ 2,373.00	\$ -	\$ -	\$ -	\$ 2,373.00	\$ -	\$ 2,373.00
12. Subcontracts/Agreements	\$ 657,000.00	\$ -	\$ 657,000.00	\$ -	\$ -	\$ -	\$ 657,000.00	\$ -	\$ 657,000.00
13. Other (specific details mandatory):	\$ 21,500.00	\$ -	\$ 21,500.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 1,500.00	\$ -	\$ 1,500.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ 20,158.00	\$ 20,158.00	\$ -	\$ -	\$ -	\$ -	\$ 20,158.00	\$ 20,158.00
<b>TOTAL</b>	<b>\$ 935,531.00</b>	<b>\$ 20,158.00</b>	<b>\$ 955,689.00</b>	<b>\$ 41,920.00</b>	<b>\$ -</b>	<b>\$ 41,920.00</b>	<b>\$ 893,611.00</b>	<b>\$ 20,158.00</b>	<b>\$ 913,769.00</b>

Indirect As A Percent of Direct

2.2%

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

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

Budget Request for: Oral Health Promotion Partner

Budget Period: SFY 2021 (7/1/20 to 6/30/2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 118,581.00	\$ -	\$ 118,581.00	\$ -	\$ -	\$ -	\$ 118,581.00	\$ -	\$ 118,581.00
2. Employee Benefits	\$ 45,060.00	\$ -	\$ 45,060.00	\$ -	\$ -	\$ -	\$ 45,060.00	\$ -	\$ 45,060.00
3. Consultants	\$ 33,400.00	\$ -	\$ 33,400.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 25,400.00	\$ -	\$ 25,400.00
4. Equipment:	\$ 3,559.00	\$ -	\$ 3,559.00	\$ -	\$ -	\$ -	\$ 3,559.00	\$ -	\$ 3,559.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 8,299.00	\$ -	\$ 8,299.00	\$ -	\$ -	\$ -	\$ 8,299.00	\$ -	\$ 8,299.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,491.00	\$ -	\$ 2,491.00	\$ -	\$ -	\$ -	\$ 2,491.00	\$ -	\$ 2,491.00
7. Occupancy	\$ 11,860.00	\$ -	\$ 11,860.00	\$ -	\$ -	\$ -	\$ 11,860.00	\$ -	\$ 11,860.00
8. Current Expenses	\$ 9,488.00	\$ -	\$ 9,488.00	\$ -	\$ -	\$ -	\$ 9,488.00	\$ -	\$ 9,488.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 21,920.00	\$ -	\$ 21,920.00	\$ 13,920.00	\$ -	\$ 13,920.00	\$ 8,000.00	\$ -	\$ 8,000.00
11. Staff Education and Training	\$ 2,373.00	\$ -	\$ 2,373.00	\$ -	\$ -	\$ -	\$ 2,373.00	\$ -	\$ 2,373.00
12. Subcontracts/Agreements	\$ 657,000.00	\$ -	\$ 657,000.00	\$ -	\$ -	\$ -	\$ 657,000.00	\$ -	\$ 657,000.00
13. Other (specific details mandatory):	\$ 21,500.00	\$ -	\$ 21,500.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 1,500.00	\$ -	\$ 1,500.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ 20,158.00	\$ 20,158.00	\$ -	\$ -	\$ -	\$ -	\$ 20,158.00	\$ 20,158.00
<b>TOTAL</b>	<b>\$ 935,531.00</b>	<b>\$ 20,158.00</b>	<b>\$ 955,689.00</b>	<b>\$ 41,920.00</b>	<b>\$ -</b>	<b>\$ 41,920.00</b>	<b>\$ 893,611.00</b>	<b>\$ 20,158.00</b>	<b>\$ 913,769.00</b>

Indirect As A Percent of Direct

2.2%

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

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

Budget Request for: Oral Health Promotion Partner

Budget Period: SFY 2022 (7/1/2021 to 6/30/2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 31,400.00	\$ -	\$ 31,400.00	\$ -	\$ -	\$ -	\$ 31,400.00	\$ -	\$ 31,400.00
2. Employee Benefits	\$ 11,933.00	\$ -	\$ 11,933.00	\$ -	\$ -	\$ -	\$ 11,933.00	\$ -	\$ 11,933.00
3. Consultants	\$ 10,900.00	\$ -	\$ 10,900.00	\$ -	\$ -	\$ -	\$ 10,900.00	\$ -	\$ 10,900.00
4. Equipment:	\$ 942.00	\$ -	\$ 942.00	\$ -	\$ -	\$ -	\$ 942.00	\$ -	\$ 942.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchaser/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 2,198.00	\$ -	\$ 2,198.00	\$ -	\$ -	\$ -	\$ 2,198.00	\$ -	\$ 2,198.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 409.00	\$ -	\$ 409.00	\$ -	\$ -	\$ -	\$ 409.00	\$ -	\$ 409.00
7. Occupancy	\$ 3,140.00	\$ -	\$ 3,140.00	\$ -	\$ -	\$ -	\$ 3,140.00	\$ -	\$ 3,140.00
8. Current Expenses	\$ 2,512.00	\$ -	\$ 2,512.00	\$ -	\$ -	\$ -	\$ 2,512.00	\$ -	\$ 2,512.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 8,320.00	\$ -	\$ 8,320.00	\$ 320.00	\$ -	\$ 320.00	\$ 8,000.00	\$ -	\$ 8,000.00
11. Staff Education and Training	\$ 628.00	\$ -	\$ 628.00	\$ -	\$ -	\$ -	\$ 628.00	\$ -	\$ 628.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ 5,338.00	\$ 5,338.00	\$ -	\$ -	\$ -	\$ -	\$ 5,338.00	\$ 5,338.00
<b>TOTAL</b>	<b>\$ 72,882.00</b>	<b>\$ 5,338.00</b>	<b>\$ 78,220.00</b>	<b>\$ 320.00</b>	<b>\$ -</b>	<b>\$ 320.00</b>	<b>\$ 72,562.00</b>	<b>\$ 5,338.00</b>	<b>\$ 77,900.00</b>

Indirect As A Percent of Direct

7.3%



**Exhibit B-5**  
**New Hampshire**  
**Oral Health Program**  
**Match Report Form**

CARE COORDINATION SITE: \_\_\_\_\_

NAME: \_\_\_\_\_  
Volunteer ☐ Contractor ☐ Provider ☐

MATCH/YEAR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACT IN-KIND MATCH:

\*MATCH RATE PER HOUR: ☐ Volunteer \_\_\_\_\_/hour

CITY, ZIP: \_\_\_\_\_

☐ Manager/Staff \_\_\_\_\_/hour

TELEPHONE: \_\_\_\_\_

☐ Provider \_\_\_\_\_/hour

**MATCH DOCUMENTATION**

<u>DATE</u>	<u>IN-KIND/CASH</u>	<u>MATCH ACTIVITY</u>	<u># OF HOURS</u>	<u>MATCH RATE*</u>	<u>CONTRACT MATCH</u>	<u>TOTAL</u>
<b>TOTAL:</b>						

Financial Manager/Official signature \_\_\_\_\_

Date \_\_\_\_\_

SS-2020-DPHS-01-ORALH

Mascoma Community Health

Exhibit B-5

Contractor Initials JK

Date 3/16/20

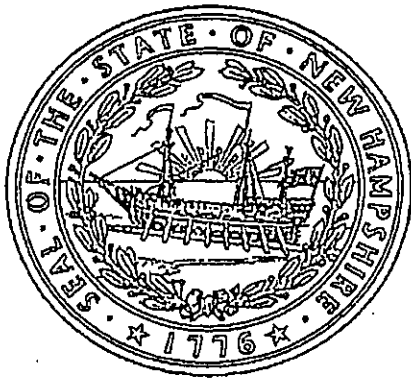
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JSI RESEARCH & TRAINING INSTITUTE, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 17, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 739507

Certificate Number : 0004519471



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of May A.D. 2019.

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

William M. Gardner  
Secretary of State

# State of New Hampshire

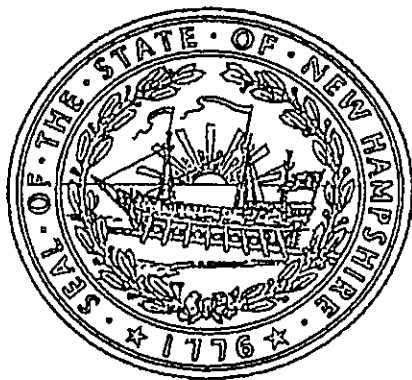
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY HEALTH INSTITUTE is a New Hampshire Trade Name registered to transact business in New Hampshire on April 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 742096

Certificate Number : 0004519464



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of May A.D. 2019.

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

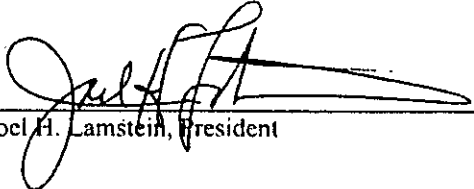
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

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

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

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of February 27, 2020


IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute this 27<sup>th</sup> day of February 2020.

  
\_\_\_\_\_  
Joel H. Lamstein, President

STATE OF New Hampshire.

COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of February, 2020 by Joel H. Lamstein.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace      **DEBRA L. LOVE, Notary Public**  
My Commission Expires: \_\_\_\_\_      **My Commission Expires September 5, 2023**



JOHNSNO-01

DMEANEY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/9/2019

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

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

PRODUCER Mason & Mason Technology Insurance Services, Inc. 458 South Ave. Whitman, MA 02382	CONTACT Judy Yeary	
	PHONE (A/C, No, Ext): (781) 447-5531	FAX (A/C, No): (781) 447-7230
INSURED John Snow Inc. JSI Research & Training Institute, Inc. World Education, Inc. 44 Farnsworth Street Boston, MA 02210-1206	E-MAIL ADDRESS: jyeary@masoninsure.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great Northern Insurance Co.	NAIC # 20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: Executive Risk Indemnity	35181
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Combined Agg \$10M			35873320	9/9/2019	9/9/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP. (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COM/OP AGG \$ Included
B	<input type="checkbox"/> AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73546634	9/9/2019	9/9/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS			79861066	9/9/2019	9/9/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71733182	9/9/2019	9/9/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	ERRORS & OMISSIONS			82120859	11/30/2018	11/30/2019	GENERAL AGGREGATE \$ 2,000,000
B	DIRECTORS & OFFICERS			81585534	11/30/2018	11/30/2019	EACH OCC/GEN AGG \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Blanket Additional Insured status is granted to the Certificate Holder with respect to Commercial General Liability ONLY if required in written contract and per the terms and conditions of Chubb CGL form 80-02-2367

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## JSI Research and Training Institute, Inc. Mission Statement

JSI Research and Training Institute was incorporated in 1987 as a 501©3 non-profit organization in the Commonwealth of Massachusetts. Our mission is to alleviate public health problems both in the United States and in developing countries around the world through applied research, technical assistance and training.

## Community Health Institute Mission Statement

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

**JSI RESEARCH AND TRAINING INSTITUTE, INC.  
AND  
AFFILIATE**

**Audited Consolidated Financial Statements and Reports  
Required by Government Auditing Standards and the Uniform Guidance**

**September 30, 2018**

**JSI Research and Training Institute, Inc. and Affiliate**  
**September 30, 2018**

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NORMAN R. FOUGERE, JR. CPA  
99 HERITAGE LANE  
DUXBURY, MA 02332-4334



PHONE: 781-934-0460  
FAX: 781-934-0606

## INDEPENDENT AUDITOR'S REPORT

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

### Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate (both non-profit organizations), which comprise the consolidated statement of financial position as of September 30, 2018, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

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

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

### Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk

assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

### **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of JSI Research and Training Institute, Inc. and Affiliate as of September 30, 2018, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole.

#### *Report on Summarized Comparative Information*

We have previously audited the JSI Research and Training Institute, Inc. and Affiliate consolidated financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated April 23, 2018. In our opinion, the summarized consolidated comparative information presented herein as of and for the year ended September 30, 2017 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated May 1, 2019, on our consideration of JSI Research and Training Institute, Inc. and Affiliate's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of JSI Research and Training Institute, Inc. and Affiliate's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering JSI Research and Training Institute, Inc. and Affiliate's internal control over financial reporting and compliance.

A handwritten signature in black ink, reading "Norman R. Figueira CPA". The signature is written in a cursive style with a large, stylized "N" and "F".

Duxbury, Massachusetts  
May 1, 2019

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
September 30, 2018  
(With Comparative Totals for 2017)

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 76,856,647	\$ 74,642,976
Receivables for program work	20,895,129	19,782,268
Field advances - program	631,877	1,697,407
Employee advances	190,734	190,500
Prepaid expenses	<u>3,807</u>	<u>67,950</u>
Total Current Assets	98,578,194	96,381,101
Property and Equipment:		
Furniture and equipment	679,098	679,098
Leasehold improvements	<u>30,355</u>	<u>30,355</u>
	709,453	709,453
Less: Accumulated depreciation	<u>(671,248)</u>	<u>(651,423)</u>
Net Property and Equipment	38,205	58,030
Other Assets	<u>146,741</u>	<u>119,888</u>
<b>TOTAL ASSETS</b>	<u><b>\$ 98,763,140</b></u>	<u><b>\$ 96,559,019</b></u>
<b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities:		
Accounts payable and payroll withholdings	\$ 16,128,795	\$ 11,678,687
Accrued vacation	1,810,950	1,920,964
Advances for program work	27,130,737	35,095,465
Loans payable - related party	369,577	196,828
Notes payable	-	-
Contingencies	<u>-</u>	<u>-</u>
Total Current Liabilities	45,440,059	48,891,944
Net Assets:		
Unrestricted	53,065,872	47,467,027
Temporarily restricted	<u>257,209</u>	<u>200,048</u>
Total Net Assets	<u>53,323,081</u>	<u>47,667,075</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><b>\$ 98,763,140</b></u>	<u><b>\$ 96,559,019</b></u>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF ACTIVITIES**  
Year Ended September 30, 2018  
(With Comparative Totals for 2017)

	<u>2018</u>	<u>2017</u>
<b>UNRESTRICTED NET ASSETS:</b>		
Public Support and Revenue		
Public Support:		
Government grants and contracts:		
U.S. Government	\$ 253,443,526	\$ 271,426,627
Commonwealth of Massachusetts	6,104,553	5,258,877
Other grants and contracts	67,653,412	57,926,891
Program income	148,646	99,859
Contributions	3,802,515	332,613
In-kind project contributions	2,600,580	14,444,516
Interest income	<u>359,495</u>	<u>121,168</u>
Total Unrestricted Support and Revenue	334,112,727	349,610,551
Expenses		
Program Services:		
International programs	274,067,835	293,709,946
Domestic programs	<u>20,894,935</u>	<u>19,653,591</u>
Total Program Services	294,962,770	313,363,537
Supporting Services:		
Management and General	33,264,070	33,327,219
Fundraising	<u>229,881</u>	<u>149,914</u>
Total Supporting Services	<u>33,493,951</u>	<u>33,477,133</u>
Total Expenses	328,456,721	346,840,670
Increase (Decrease) in Unrestricted Net Assets	5,656,006	2,769,881
<b>TEMPORARILY RESTRICTED NET ASSETS</b>		
Program restricted net assets	-	32,840
Increase (decrease) in temporarily restricted net assets	<u>-</u>	<u>32,840</u>
Increase (decrease) in net assets	5,656,006	2,802,721
Net Assets at Beginning of Year	<u>47,667,075</u>	<u>44,864,354</u>
Net Assets at End of Year	<u>\$ 53,323,081</u>	<u>\$ 47,667,075</u>

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate  
**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**  
Year Ended September 30, 2018  
(With Comparative Totals for 2017)

	PROGRAM SERVICES			SUPPORTING SERVICES			TOTAL EXPENSES	
	International Programs	Domestic Programs	Total	Management And General	Fundraising	Total	2018	2017
Salaries	\$ 25,490,819	\$ 8,391,315	\$ 33,882,134	\$ 6,151,025	\$ 140,554	\$ 6,291,579	\$ 40,173,713	\$ 40,871,378
Consultants	15,089,802	5,292,500	20,382,302	1,688,340	5,250	1,693,590	22,075,892	22,364,241
Cooperating National								
Salaries	48,291,700	340	48,292,040	567,964	-	567,964	48,860,004	36,610,983
Travel	11,852,184	874,172	12,726,356	467,576	141	467,717	13,194,073	14,094,230
Allowance & Training	10,944,826	63,463	11,008,289	143,043	-	143,043	11,151,332	10,422,764
Sub-contracts	109,851,141	4,499,510	114,350,651	18,351	22,438	40,789	114,391,440	127,851,455
Equipment, Material and								
Supplies	9,786,037	164,421	9,950,458	220,300	-	220,300	10,170,758	14,425,484
Other Costs	40,160,746	1,609,214	41,769,960	23,987,646	61,498	24,049,144	65,819,104	65,738,817
In-kind project expenses	2,600,580	-	2,600,580	-	-	-	2,600,580	14,444,516
Depreciation	-	-	-	19,825	-	19,825	19,825	16,802
<b>TOTAL EXPENSE</b>	<b>\$ 274,067,835</b>	<b>\$ 20,894,935</b>	<b>\$ 294,962,770</b>	<b>\$ 33,264,070</b>	<b>\$ 229,881</b>	<b>\$ 33,493,951</b>	<b>\$ 328,456,721</b>	<b>\$ 346,840,670</b>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF CASH FLOWS**  
Year Ended September 30, 2018  
(With Comparative Totals for 2017)

	<u>2018</u>	<u>2017</u>
<b>Cash Flows From Operating Activities:</b>		
Increase (Decrease) in net assets	\$ 5,656,006	\$ 2,802,721
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	19,825	16,802
(Increase) Decrease in receivables for program work	(1,112,861)	(1,284,050)
(Increase) Decrease in field advances - program	1,065,530	(26,655)
(Increase) Decrease in employee advances	(234)	85,513
(Increase) Decrease in prepaid expenses	64,143	(67,950)
(Increase) Decrease in other assets	(26,853)	(10,830)
Increase (Decrease) in accounts payable and payroll withholdings	4,450,108	804,812
Increase (Decrease) in accrued vacation	(110,014)	96,527
Increase (Decrease) in advances for program work	<u>(7,964,728)</u>	<u>4,453,041</u>
Net Cash Provided (Used) By Operating Activities	2,040,922	6,869,931
<b>Cash Flows From Investing Activities:</b>		
Loans made	(196,828)	(1,001,492)
Loans repaid	369,577	196,828
Acquisition of property and equipment	<u>-</u>	<u>(42,606)</u>
Net Cash Provided (Used) By Investing Activities	<u>172,749</u>	<u>(847,270)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	2,213,671	6,022,661
Cash and Cash Equivalents at Beginning of Year	<u>74,642,976</u>	<u>68,620,315</u>
Cash and Cash Equivalents at End of Year	<u>\$ 76,856,647</u>	<u>\$ 74,642,976</u>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**September 30, 2018**

**NOTE 1 – ORGANIZATION AND NATURE OF ACTIVITIES**

JSI Research and Training Institute, Inc. was incorporated in the Commonwealth of Massachusetts on April 11, 1979. JSI Research and Training Institute, Inc. provides education and research primarily to non-profit health and human service agencies both in the United States and abroad. Current funding is principally from the United States Agency for International Development and the United States Department of Health and Human Services (HHS).

JSI Research and Training Institute, Inc. is the sole member of World Education, Inc. (Affiliate) with such powers as are typically accorded to a sole member including the power of appointment and removal of the World Education, Inc. board of trustees, the right to approve amendments to the bylaws and certificate of incorporation of World Education, Inc., and the right to approve any merger, consolidation, dissolution or transfer of substantial assets of World Education, Inc.

World Education, Inc. (Affiliate) was founded in 1951 and incorporated in the state of New Jersey. Working in partnership with community, national, and international agencies in Asia, Africa, and the United States, it provides professional assistance in the design and implementation of non-formal adult education programs. These programs integrate functional education with relevant problem-solving aspects of individual growth and national development such as health, nutrition, family planning, childcare, refugee education, agricultural practices, literacy, and income generation.

JSI Research and Training Institute, Inc. and its affiliate are tax exempt organizations under 501 (c) (3) of the Internal Revenue Code and file separate unconsolidated tax returns.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Principles of Consolidation**

The consolidated financial statements include the accounts of JSI Research and Training Institute, Inc. and World Education, Inc., its affiliate, (collectively referred to as the Organization). Significant intra-entity accounts and transactions have been eliminated in consolidation.

**Basis of Accounting**

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting and include the accounts of JSI Research and Training Institute, Inc. and its affiliate in conformity with accounting principles generally accepted in the United States of America.



**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued**

**Use of Estimates**

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

**Fair Value**

The Organization values its qualifying assets and liabilities under a fair value hierarchy that prioritizes the inputs and assumptions used to measure fair value. The hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and liabilities and have the highest priority, Level 2 inputs consist of observable inputs other than quoted prices for identical assets, and Level 3 inputs have the lowest priority. The Organization uses appropriate valuation techniques based on the available inputs to measure the fair value of its assets and liabilities. When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value.

**Cash and Cash Equivalents**

The Organization considers all monies in banks and highly liquid investments with maturity dates of three months or less to be cash equivalents. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

**Investments**

Investments in marketable securities with readily determinable fair values and all investments in debt securities (marketable investments) are measured at fair values based on quoted market prices in the consolidated statement of financial position. Unrealized gains and losses are included in the statement of activities.

**Property and Equipment**

Property and equipment are reported on the basis of cost less accumulated depreciation. Acquisitions of property and equipment in excess of \$5,000 are capitalized. Depreciation is computed using the straight-line method calculated to extinguish the book value of the respective assets over their estimated useful lives (5 - 7 years) of the related assets.

**Revenue Recognition**

The majority of the Organization's revenues are derived from contracts, cooperative agreements, and grants with U.S. government agencies, primarily the United States Agency for International Development and the United States Department of Health and Human Services. Revenues are recognized when the Organization incurs qualifying expenditures that are reimbursable under the terms of the contracts, agreements or grants, or in accordance with the grantor's restrictions.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued**

**Revenue Recognition - continued**

Unrestricted and restricted contributions are recognized as revenue at the date the pledge is made or the gift is received, whichever is earlier.

**Contributions**

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. Contributions are reported as temporarily restricted support and are then reclassified to unrestricted net assets upon expiration of the time restriction. Temporarily restricted support, whose restrictions are met in the same reporting period, is shown as unrestricted support.

**Donated Materials and Services**

Donated materials and services are recorded as in kind project contributions at their estimated fair market value as of the date of receipt and as an expense in the accompanying consolidated statement of activities. Donated services are recognized if the services received create or enhance non-financial assets or require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

**Income Taxes**

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation as described in Section 509. Accordingly, no provision for income taxes is included in the accompanying consolidated financial statements.

The Organization has evaluated its tax positions and believes that there would be no material changes to the results of its operations or financial position as a result of an audit by the applicable taxing authorities, federal or state. The Organization has filed all of its known and required returns in a timely manner including as permitted allowed extensions. Following administrative practice of the taxing authorities, the tax years 2015, 2016, 2017 and 2018, remain open years subject to examination and review.

JSI Research and Training Institute, Inc. and World Education, Inc. (Affiliate) file separate unconsolidated tax returns. JSI Research and Training Institute, Inc. files tax returns based on a September 30<sup>th</sup> year end and its affiliate files tax returns based on a June 30<sup>th</sup> year end.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the consolidated statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued**

**Financial Statement Presentation**

In accordance with accounting principles generally accepted in the United States of America, the Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based upon the existence or absence of donor imposed restrictions. For the year ended September 30, 2018 there was no activity in permanently restricted net assets.

**Prior Year Comparative Totals**

The financial statements include prior-year summarized comparative information in total. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Company's financial statements for the year ended September 30, 2017, from which the summarized information was derived.

**Reclassification**

Certain amounts for 2017 have been reclassified to conform to current year presentation.

**NOTE 3 – CONCENTRATION OF CREDIT RISK**

The Organization maintains demand deposits and money market funds at financial institutions. At times, certain balances held in these accounts may not be fully guaranteed by the United States Government. The uninsured portions of cash and money market accounts are backed solely by the assets of the financial institution. Therefore, the failure of a financial institution could result in a financial loss to the Organization. However, the Organization has not experienced losses on these accounts in the past and management believes the risk of loss, if any, to be minimal.

**NOTE 4 – INVESTMENTS**

**Fair Value**

In accordance with accounting principles generally accepted in the United States of America, the Organization values its qualifying assets and liabilities under a fair value hierarchy that prioritizes the inputs and assumptions used to measure fair value. The three levels of the fair value hierarchy are as follows:

JSI Research and Training Institute, Inc. and Affiliate  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED  
September 30, 2018

NOTE 4 – INVESTMENTS - continued

Fair Value - continued

- *Level 1* – Observable inputs that reflect unadjusted quoted prices in active markets for identical assets or liabilities at the measurement date.
- *Level 2* – Inputs other than quoted prices in active markets that are observable for the asset either directly or indirectly, including inputs from markets that are not considered to be active.
- *Level 3* – Unobservable inputs which reflect the Organization's assessment of the assumptions that market participants would use in pricing the asset or liability including assumptions about risk.

A qualifying asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

The following is a summary of fair values of investments which are measured on a recurring basis using Level 1 inputs as recorded in the Consolidated Statement of Financial Position at September 30, 2018:

Current assets:

Cash and cash equivalents (invested)	\$ 63,194,532
	<u>\$ 63,194,532</u>

No assets or liabilities were measured at Level 2 or Level 3.

The following schedule summarizes the investment return and its classification in the Consolidated Statement of Activities for the year ended September 30, 2018:

	<u>Unrestricted</u>
Interest income	<u>\$ 359,495</u>
Total investment return	<u>\$ 359,495</u>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 5 – RECEIVABLES FOR PROGRAM WORK**

Receivables for program work are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectable amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for doubtful accounts at September 30, 2018 was \$0.

Receivables for program work consist of the following at September 30, 2018:

U.S. Agency for International Development	\$ 12,911,645
U.S. Department of Health and Human Services	716,214
U.S. Department of State	2,219,003
Commonwealth of Massachusetts	847,669
Other - non-governmental	<u>4,200,598</u>
	<u><b>\$ 20,895,129</b></u>

**NOTE 6 – LOANS RECEIVABLE – RELATED PARTY**

Loans receivable – related party consist of various unsecured short-term loans, due on demand, from John Snow, Inc., a related party (See NOTE 17). No interest is charged on the loans. The loans receivable balance at September 30, 2018 is \$0.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 7 – PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION**

Property and equipment and accumulated depreciation account balances are as follows:

	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net</u>
Furniture and equipment	\$ 679,098	\$ (640,893)	\$ 38,205
Leasehold improvements	<u>30,355</u>	<u>(30,355)</u>	<u>-</u>
	<u>\$ 709,453</u>	<u>\$ (671,248)</u>	<u>\$ 38,205</u>

Depreciation expense was \$19,825 for the year ended September 30, 2018.

**NOTE 8 – OTHER ASSETS**

Other assets consist of the following at September 30, 2018:

Deposits	\$ 109,796
Artwork - donated	<u>36,945</u>
	<u>\$ 146,741</u>

Donated artwork is recorded at a discounted appraised value at the date of gift.

**NOTE 9 – ACCRUED VACATION**

In accordance with formal policies, vacation was accrued at September 30, 2018 as follows:

JSI Research and Training Institute, Inc.	\$ 1,546,016
World Education, Inc. (Affiliate)	<u>264,934</u>
	<u>\$ 1,810,950</u>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 10 – ADVANCES FOR PROGRAM WORK**

Advances for program work consist of the following at September 30, 2018:

Other - non-governmental	
Partnership for Supply Chain Management, Inc. (related party)	\$ 91,723
Bill & Melinda Gates Foundation	20,858,284
Other	<u>6,180,730</u>
	<u>\$ 27,130,737</u>

**NOTE 11 – LOANS PAYABLE – RELATED PARTY**

Loans payable – related party consist of various unsecured short-term loans, payable on demand, from John Snow, Inc., a related party (See NOTE 17). No interest is charged on the loans. The loans payable balance at September 30, 2018 is \$369,577.

**NOTE 12 – NOTES PAYABLE**

Citizens Bank

World Education, Inc. (Affiliate) has a revolving line of credit established February 3, 2004 with Citizens Bank of Massachusetts with a borrowing limit of up to \$500,000. The revolving line of credit was renewed on September 10, 2018. The loan is payable on demand. Interest is charged by utilizing a fluctuating rate based on the LIBOR (Advantage) rate plus 2.50%. The line of credit remains in effect until May 31, 2019 and annually thereafter contingent upon performance. The loan is collateralized by a first priority interest in all the assets of World Education, Inc. No funds were borrowed during the year and as a result, as of September 30, 2018, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended September 30, 2018.

John Snow, Inc.

World Education, Inc. (Affiliate) has an unsecured revolving line of credit established September 1, 2007 with John Snow, Inc. (a related party) with a borrowing limit of up to \$1,000,000. The loan was renewed on July 1, 2016. Interest is charged by utilizing a fluctuating rate based on the current prime rate plus 0.25%. The loan is payable on demand and, in any event, on or prior to June 30, 2018. The loan is not collateralized. No funds were borrowed during the year and as a result, as of September 30, 2018, the outstanding balance is \$0. No interest was incurred on this loan during the year ended September 30, 2018. (See NOTE 17)

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 13 – CONTINGENCIES**

In accordance with the terms of its federal and state grants and contracts, the records of the Organization are subject to audit. The Organization is, therefore, contingently liable for any disallowed costs. Management believes that any adjustment, which might result from such an audit, would be immaterial.

JSI Research and Training Institute, Inc. is a co-borrower (with a related party) of a demand loan with no balance due at September 30, 2018. Management believes that the co-borrower is current on the loan and that its collateral exceeds the balance due. (See NOTE 17)

Provisional indirect cost rates are negotiated with the United States Agency for International Development (AID) on an annual basis. As of September 30, 2018, actual indirect cost rates have been approved by AID for JSI Research and Training Institute, Inc. through December 31, 2012 and World Education, Inc. through June 30, 2015. Based on favorable past experience, management believes the effects of changes to the overhead rates, if any, would not be material to the financial statements.

**NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are restricted by donors as follows at September 30, 2018:

Program Services	<u>\$ 257,209</u>
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During the year ended September 30, 2018, \$5,000 of temporarily restricted net assets were released from donor restriction by occurrence of events specified by the donor.

**NOTE 15 – SURPLUS REVENUE RETENTION**

In accordance with the Massachusetts Division of Bureau Services, Regulation 808 CMR 1.03(7), "if, through cost savings initiatives implemented consistent with programmatic and contractual obligations, a non-profit Contractor accrues an annual net surplus from the revenues and expenses associated with services provided to Departments which are subject to 808 CMR 1.00, the Contractor may retain, for future use, a portion of that annual surplus not to exceed 20% of said revenues. Surpluses may be used by the Contractor for any of its established charitable purposes, provided that no portion of the surplus may be used for any non-reimbursable cost set forth in 808



**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 15 – SURPLUS REVENUE RETENTION - continued**

CMR 1.05, the free care prohibition excepted. Operational Services Division shall be responsible for determining the amount of surplus that may be retained by each Contractor in any given year and may determine whether any excess surplus shall be used to reduce future prices or be recouped.”

For the year ended September 30, 2018, the organization did not have an annual net surplus that exceeded 20% of relevant Massachusetts revenues.

**NOTE 16 – COMMONWEALTH OF MASSACHUSETTS**

The following is a schedule of expenditures with the Commonwealth of Massachusetts:

Receivables from program work at October 1, 2017	\$ 584,391
Receipts	(5,841,275)
Disbursements/expenditures	<u>6,104,553</u>
Receivables from program work at September 30, 2018	<u>\$ 847,669</u>

**NOTE 17 – RELATED PARTY TRANSACTIONS**

**John Snow, Inc.**

JSI Research and Training Institute, Inc. (an exempt organization) and John Snow, Inc. (a non-exempt corporation) purchase consulting services from each other. Mr. Joel Lamstein is President and Director of both organizations, and is the sole stockholder of John Snow, Inc. The two companies bill each other at the same rates that they bill the federal and state governments.

During the year ended September 30, 2018, John Snow, Inc. billed JSI Research and Training Institute, Inc. \$30,676,239 for consulting services (technical support). This amount is reflected under the program services - consulting line item (\$16,769,197) and program services - other costs line item (\$13,907,042) on the statement of functional expenses. In addition, JSI Research and Training Institute, Inc. performed consulting services (technical support) for John Snow, Inc. totaling \$7,179,908.

The two companies also share facilities and pool various overhead expenses. For the year ended September 30, 2018, JSI Research and Training Institute, Inc. incurred \$26,038,286 of overhead expenses (supporting services), of which \$10,220,583 was its share of John Snow, Inc. incurred costs.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 17 – RELATED PARTY TRANSACTIONS – continued**

**John Snow, Inc. - continued**

JSI Research and Training Institute, Inc. is a co-borrower with John Snow, Inc. on a commercial demand loan-revolving line of credit with an expiration date of May 31, 2019, which allows for borrowings up to \$6,500,000. The loan is collateralized by a security agreement with a first position lien on all corporate assets of JSI Research and Training Institute, Inc. and John Snow, Inc. including assignment of promissory notes and security documents between the two companies. Interest is charged by utilizing a fluctuating rate based on LIBOR (Advantage) plus two percent (2.00%) payable monthly in arrears, which at September 30, 2018 was 4.176%. At September 30, 2018, a balance of \$0 was outstanding on the loan. Management believes the loan payable will be extended, when due, under similar terms and conditions.

During the year, the Company had various loans receivable due from, and various loans payable due to John Snow, Inc. At September 30, 2018, the loan receivable balance is \$0 and the loan payable balance is \$369,577.

World Education, Inc. (Affiliate) has an agreement with John Snow, Inc. whereby John Snow, Inc. will provide administrative and technical support as deemed necessary by World Education, Inc.'s Board of Trustees. Transactions with John Snow, Inc. for the year ended September 30, 2018 are summarized as follows:

Administrative and technical support	\$ 1,549,343
Other direct charges (including rent of \$892,543)	<u>1,276,616</u>
	<u>\$ 2,825,959</u>

The agreement is on a year-to-year basis and can be terminated by either party upon ninety days written notice to the other.

World Education, Inc. has an unsecured line of credit with John Snow, Inc. with a borrowing limit of up to \$1,000,000. (See NOTE 12)

**Partnership for Supply Chain Management, Inc.**

Partnership for Supply Chain Management, Inc. (PSCM) (an exempt organization) was incorporated on February 14, 2005 by JSI Research and Training Institute, Inc. and Management Sciences for Health, Inc. Each organization has 50% control.

PSCM has been awarded a U.S. government contract to procure and deliver life-saving medicines and medical supplies to treat HIV/AIDS patients worldwide. The contract for the Supply Chain Management System project was awarded through the U.S. Agency for the International

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 17 – RELATED PARTY TRANSACTIONS – continued**

**Partnership for Supply Chain Management, Inc. – continued**

Development as part of the U.S. government's \$15 billion President's Emergency Plan for AIDS Relief.

Mr. Joel Lamstein, President and Director of JSI Research and Training Institute, Inc., is President and Director of PSCM.

During the year ended September 30, 2018, JSI Research and Training Institute, Inc. billed PSCM \$6,504,555 for services performed.

**Other**

The Organization has an agreement with a certain related company to purchase services. Transactions with this company were charged to sub-contracts expense and are as follows:

The Manoff Group, Inc. (a non-exempt corporation;  
40% owned by John Snow, Inc.)

\$ 539,027

\$ 539,027

**NOTE 18 – RETIREMENT PLANS**

JSI Research and Training Institute, Inc. has a defined contribution profit sharing/401(K) plan covering substantially all its employees. Employee contributions are voluntary. As of June 30, 2018, employer contributions were based on a percentage (10% - 15% depending on length of service) of salary. As of July 1, 2018, the Company contributes an amount equal to 7% of the employee's monthly earnings, funded with each month's payroll. In addition, employees will receive a 100% match on the first 2% of contributions made to their retirement account. Employees who are contributing less than 2% of their pay to their retirement account will automatically be enrolled at 2% either at the time of hire, or annually in July. The Plan was effective April 11, 1979. Pension expense was \$4,363,861 for the year ended September 30, 2018.

World Education, Inc. (Affiliate) provides retirement benefits to substantially all employees under a plan. World Education, Inc.'s contributions of 7 percent of employee salaries are used to purchase individual annuities. Additional voluntary contributions may be made by the employees. Participants of the plan are fully and immediately vested when contributions are made. Pension costs incurred by World Education, Inc. were \$357,246 for the year ended September 30, 2018.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 19 – COMMITMENTS**

**Operating Leases**

The JSI Research and Training Institute, Inc. leases space for general offices under operating leases expiring from 2019 through 2026. The leases contain renewal options for periods of up to 5 years.

During the year ended September 30, 2018, rentals under long-term lease obligations were \$539,464. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2018 are:

<u>Year Ended September 30,</u>	
2019	\$ 2,594,650
2020	2,777,736
2021	2,888,057
Thereafter	<u>1,481,270</u>
	<u>\$ 9,741,713</u>

World Education, Inc. (Affiliate) leases space for general offices on a year-to-year basis. Rent expense for the year ended September 30, 2018 was \$892,543.

**NOTE 20 – CONCENTRATION OF FUNDING**

The Organization receives a majority of its funding through contracts and grants with various departments and agencies of the Federal government.

The Organization received 10% or more of its revenues and support from the following sources for the year ended September 30, 2018:

	<u>Income Received</u>	<u>% of Total Income</u>
U.S. Agency for International Development	\$ 199,317,085	59.66%

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 21 – IN KIND PROJECT CONTRIBUTIONS**

The Organization receives donated materials and services consisting of commodities, facilities and equipment, and services for use in its programs from overseas collaborative private voluntary organizations and from foundations providing grants directly to a project. Donated materials and services totaled \$2,600,580 for the year ended September 30, 2018, and are reflected as In Kind Project Contributions on the Consolidated Statement of Activities and In Kind Project Expenses on the Consolidated Statement of Functional Expenses.

These contributions satisfy part of the matching requirements needed to obtain full funding on certain U.S. Agency for International Development grants. During the year ended September 30, 2018, the following donated materials and services received by the Organization have been used to fulfill matching requirements on active grants:

36697	SPRING	\$ 180,342
36800	Advancing Partners	524,822
36895	Mozambique M-SIP	14,403
37024	Tanzania CHSS	267,610
37095	Myanmar UNCF-MM-QOC	45,638
37134	Timor Leste RBHS	25,241
37162	Ghana HIV/AIDS	139,034
37186	Madagascar CCH	169,507
37260	Ethiopia CBNC 3	18,354
37265	Ethiopia TRANSFORM	262,587
63114	Uganda	57,043
64057	Zimbabwe	242,586
64062	Uganda	41,226
64071	OUTCOMES	308,063
64074	Mozambique	304,124
		<u>\$ 2,600,580</u>

**NOTE 22 – SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through May 1, 2019, the date on which the consolidated financial statements were available to be issued. During this period, there were no subsequent events that require adjustment to the consolidated financial statements.

## **Supplementary Information**

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT:</b>				
<b>Direct Grants:</b>				
36521 - Uganda HIV/AIDS-TB	617-A-00-09-00007-00	98.001	\$ -	\$ 151
36697 - SPRING	AID-OAA-A-11-00031	98.001	-	10,076,548
36702 - Nepal CHX Cord Care	AID-OAA-A-11-00073	98.001	-	235,961
36800 - Advancing Partners	AID-OAA-A-12-00047	98.001	22,766,072	46,458,820
36845 - Pakistan HSSP	AID-391-A-13-00002	98.001	(437)	1,973,985
36895 - Mozambique M-SIP	AID-656-A-13-00006	98.001	-	1,584,313
36991 - AIDSFREE	AID-OAA-A-14-00046	98.001	36,748,664	62,188,777
37024 - Tanzania CHSS	AID-621-A-14-00004	98.001	650,551	5,755,790
37129 - Zambia Discover Health	AID-611-A-16-00003	98.001	1,569,350	22,602,341
37134 - Timor Leste RBHS	AID-472-A-16-00001	98.001	-	1,432,785
37162 - Ghana HIV/AIDS	AID-641-A-16-00007	98.001	1,234,077	3,756,222
37186 - Madagascar CCH	AID-687-A-16-00001	98.001	348,946	6,506,222
37356 - Building Healthy Cities	AID-OAA-A-17-00028	98.001	181,987	651,121
37360 - Pakistan IHSS - SD	AID-391-A-17-00002	98.001	1,007,706	3,094,096
37437 - OFDA CB	720FDA18GR00039	98.001	-	44,792
37462 - USAID Advancing Nutrition	7200AA18C00070	98.001	-	156,413
<b>Total Direct Grants - CFDA #98.001</b>			<b>64,506,916</b>	<b>166,518,337</b>
<b>Pass-through Grants:</b>				
Passed through Partnership for Supply Chain Management, Inc. (PSCM):				
36519/36524/37034/37053/37150 - Supply Chain Management System	GPO-I-00-05-00032-00	98.001	-	4,424,112
Passed through Johns Hopkins University:				
37099 - Ethiopia SBCC	AID-663-A-15-000011	98.001	-	(6,382)
Passed through Pathfinder International:				
37265 - Ethiopia TRANSFORM	AID663A1700002	98.001	-	7,423,425
Passed through Program for Appropriate Technology in Health:				
37301 - Open LMIS - Phase I	AID-2134-01555716-CR	98.001	-	698
37434 - GOF-R Connect	AID-OAA-A-16-00084	98.001	-	17,020
Passed through The National Cooperative Business Association:				
37375 - Senegal FTF Cult Nt	72068518CA00001	98.001	-	281,712

**JSI Research and Training Institute, Inc.**  
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<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT:</b>				
Pass-through Grants (continued):				
Passed through Baylor College of Medicine:				
37408 - Baylor SZ MIS	AID-674-A-116-0003	98.001	-	134,703
Passed through United Nations Foundation:				
37464 - DIAL Open CMIS	AID-OAA-A-14-00067	98.001	-	204
Total Pass-through Grants - CFDA #98.001			-	12,275,492
Total - CFDA #98.001 - USAID Foreign Assistance for Programs Overseas			64,506,916	178,793,829
TOTAL - U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT			\$ 64,506,916	\$ 178,793,829
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:</b>				
Direct Grant:				
37087 - Adolescent HIV/AIDS Prevention	MA1A1000001	93.057	\$ -	\$ 283,156
Total CFDA #93.057 - National Resource Center for HIV Prevention Among Adolescents			-	283,156
Pass-through Grants:				
Passed through Connecticut Dept. of Public Health:				
37160 - CT QI Asthma Program	Log# 2016-0099	93.070	-	25,827
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.070	-	27,836
Passed through Rhode Island Dept. of Health:				
37344 - Tick Free RI Branding	N/A	93.070	-	10,826
Passed through New Hampshire Dept. of HHS:				
37429 - NH Consulting	Agreement # 6/13/18	93.070	-	2,497
Total CFDA #93.070 - Environmental Public Health and Emergency Response			-	66,986

See notes to Schedule of Expenditures of Federal Awards.



**JSI Research and Training Institute, Inc.**  
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<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
Pass-through Grants:				
Passed through State of New Hampshire:				
37407 - NCW - HERC	Agreement # 2/20/18	93.074	-	5,059
Total CFDA #93.074 - Hospital Preparedness Program			-	5,059
Direct Grant:				
36967 - Healthy Start	UESMC26845-05-00	93.110	-	136,940
Total CFDA #93.110 - Maternal and Child Health Federal Consolidated Programs			-	136,940
Direct Grants:				
37103 - HITEQ	U30CS29366	93.129	-	949,607
37363 - CHCACT UDS 2017	N/A	93.129	-	3,158
Total CFDA #93.129 - Technical and Non-Financial Assistance to Health Centers			-	952,765
Pass-through Grant:				
Passed through State of Maine:				
37376 - ME DHHS HPSA	CDO-18-2215	93.130	-	47,755
Total CFDA #93.130 - Cooperative Agreements to States/Territories for the Coordination and Devel. Of Primary Care Offices			-	47,755
Pass-through Grant:				
Passed through Boston Medical Center:				
37397 - Project RECOVER Evaluation	N/A	93.137	-	31,047
Total CFDA #93.137 - Community Programs to Improve Minority Health Grant Program			-	31,047
Pass-through Grant:				
Passed through Dartmouth Toxic Metals:				
37297 - Dartmouth Arsenic Site	APW300MSRP 4.17.17	93.143	-	10,083
Total CFDA #93.143 - NIEHS Superfund Hazardous Substances-Basic Research and Education			-	10,083
Pass-through Grant:				
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.184	-	3,803
Total CFDA #93.184 - Disabilities Prevention			-	3,803

See notes to Schedule of Expenditures of Federal Awards.

**ISI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
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<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
<b>Pass-through Grants:</b>				
37163 - FamPlan Data Systems FY16	Agreement # 3/1/16	93.217	-	7,166
37255 - UMASS Data Extract	N/A	93.217	-	489
37281 - FamPlan Data Systems	N/A	93.217	-	83,374
37313 - ABCD FP System FY18	APW-ABCD 5.31.17	93.217	-	47,904
37387 - NYS FP Training	DOI101-C3322966-34500	93.217	-	102,544
37390 - NH FP Data Systems FY18	05-95-90-902010-5530	93.217	-	7,485
37420 - FamPlan Data Systems	Agreement # 3/1/18	93.217	-	68,704
37450 - RI FP Data Systems FY19	Agreement # 5.1.18	93.217	-	12,778
<b>Total CFDA #93.217 - Family Planning Services</b>			-	<b>330,444</b>
<b>Pass-through Grants:</b>				
<b>Passed through Community Health-Institute and Harbor Homes, Inc.:</b>				
37042 - Harbor Homes Inc.		93.243	-	3,085
<b>Passed through State of Rhode Island:</b>				
37107 - PFS II	3426881	93.243	-	74,803
<b>Passed through State of New Hampshire:</b>				
37133 - HCDC Evaluation	Agreement # 10/01/15	93.243	-	32,898
37151 - NH DMH Client Survey	Agreement # 01-13-16	93.243	-	74,712
<b>Passed through State of Vermont:</b>				
37212 - VT HIPDP Evaluation	Contract #31786	93.243	-	22,224
<b>Passed through Savannah State University:</b>				
37286 - HS Atlanta Consulting	Email 7/28/17	93.243	-	1,057
<b>Passed through Substance Abuse Center:</b>				
37300 - RI Healthy Trans		93.243	-	34
37463 - NHIS - @MCHC Launch	Agreement # 9/5/18	93.243	-	965
<b>Total CFDA #93.243 - Substance Abuse and Mental Health Services Projects of Regional and National Significance</b>			-	<b>209,778</b>
<b>Direct Grant:</b>				
37223 - Family Planning National Training Center for Service Delivery Improvement	FPTPA006028	93.260	1,085,862	4,350,177
<b>Total CFDA #93.260 - Family Planning - Personnel Training</b>			<b>1,085,862</b>	<b>4,350,177</b>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
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<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
<b>Direct Grant:</b>				
37321 - HRSA RRHO	UH15HA30789	93.266	-	673,717
Total CFDA #93.266 - Health Systems Strengthening and HIV/AIDS Prevention, Care and Treatment under the President's Emergency Plan for AIDS Relief				
			-	673,717
<b>Pass-through Grants:</b>				
Passed through Narragansett Prevention Partnership:				
37148 - NPP Evaluation	Agreement # 1-01-16	93.276	-	11,919
Passed through City of Franklin, NH:				
37290 - FMDTF DFC Eval	APW/COP 1.5.17	93.276	-	2,500
37419 - FMDTF Eval 17-18	Agreement # 131.18	93.276	-	5,399
37429 - NH Consulting	Agreement # 8.21.18	93.276	-	1,089
Passed through Mary Hitchcock Memorial Hospital:				
37324 - Upper Valley DFC Eval	Agreement # 3-29-17	93.276	-	9,460
Total CFDA #93.276 - Drug-free Communities Support Program Grants				
			-	30,367
<b>Pass-through Grants:</b>				
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.283	-	4,821
37229 - VTOHC Support	32307	93.283	-	12,236
Total - CFDA #93.283 - Centers for Disease Control and Prevention - Investigations and Technical Assistance				
			-	17,057
<b>Direct Grant:</b>				
36891 - FPHF 2013 - OSTLTS Partnerships	UH38OT000188	93.292	-	77,068
Total - CFDA #93.292 - National Public Health Improvement Initiative				
			-	77,068

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
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<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
<b>Pass-through Grants:</b>				
Passed through Vermont Department of Health:				
37212 - Vermont Health Evaluation	Contract #31786	93.305	-	70,381
Passed through New Hampshire Dept. of Health and Human Services:				
37435 - ENDS SFY18	REP-2018-DPHS-18-FOBAC	93.305	-	61,873
37436 - Workforce Development	REP-2018-DPHS-26-WPRKE	93.305	-	30,252
Passed through National Jewish Health:				
37438 - Tobacco 19 QuitNow - NH	Agreement # 5118-18	93.305	-	8,301
Total - CFDA #93.305 - Nat. State Based Tobacco Control Program			-	170,807
<b>Pass-through Grant:</b>				
Passed through Hampton University:				
37442 - Hampton University	N/A	93.307	-	7,894
Total - CFDA #93.307 - Minority Health and Health Disparities Research			-	7,894
<b>Pass-through Grant:</b>				
Passed through Council of State and Territorial Epidemiologists				
37453 - CSTE Assessments	Agreement # 723-18	93.424	-	28,846
Total - CFDA #93.424 - Building Capacity of the Public Health System to Improve Population Health through National Nonprofit Organizations			-	28,846
<b>Pass-through Grant:</b>				
Passed through New Hampshire Dept. of Health and Human Services:				
37295 - MCH & Tobacco Bundle		93.505	-	182,720
Total - CFDA #93.505 - Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program			-	182,720

See notes to Schedule of Expenditures of Federal Awards.

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<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
Pass-through Grants:				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement <i>a</i> 6.21.17	93.539	-	47,536
37452 - PHPS FY19	Agreement <i>a</i> 6.21.17	93.539	-	12,605
Total - CFDA #93.539 - PPHF Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure			-	60,141
Pass-through Grants:				
Passed through State of Maine:				
37288 - ME/CDC CHW/DBTS	CDC-17-3073	93.624	-	13,507
Passed through Rhode Island Department of Health:				
37411 - RI BH Workforce Dev FY18	N/A	93.624	-	226,481
Total - CFDA #93.624 - ACA - State Innovation Models: Funding for Model Design and Model Testing Assistance			-	239,988
Pass-through Grant:				
Passed through the University of Colorado:				
37270 - TCPI	PSC-00584	93.638	-	23,712
37399 - TCPI Practices	PSC-00584	93.638	-	88,193
Total - CFDA #93.638 - ACA Transforming Clinical Practice Initiative: Practice Transformation Networks (PTNs)			-	111,905
Direct Grant:				
37015 - Tobacco Use Prevention	NU581D005338	93.735	-	60,457
Total - CFDA #93.735 - State Public Health Approaches for Ensuring Quitline Capacity			-	60,457
Pass-through Grants:				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement <i>a</i> 6.21.17	93.753	-	23,541
37452 - PHPS FY19	Agreement <i>a</i> 6.21.17	93.753	-	16,257
Total - CFDA #93.753 - Child Lead Poisoning Prevention Surveillance Financed in part by Prevention and Public Health Program (PPHF)			-	39,801

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<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
Pass-through Grants:				
Passed through State of New Hampshire:				
37048 - National Diabetes Prevention Program	1042855	93.757	-	130,702
37068 - NIH RHC TA Network	N/A	93.757	-	52,226
37200 - Public Health Program Services Support	PO# 1031592	93.757	-	7,936
Passed through State of Colorado:				
37413 - CO O-D Analysis	N/A	93.757	-	3,922
Total - CFDA #93.757 - State Public Health Actions to Prevent Diabetes, Heart Disease, Obesity and Assoc. Risk Factors				194,786
Pass-through Grants:				
Passed through Missouri Department of Health and Senior Services:				
37130 - MO HEAL	C315199001	93.758	-	41,693
Passed through Rhode Island Department of Health:				
37140 - RI Epidemiological Support	7549784	93.758	-	147,007
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.759	-	513
Total - CFDA #93.758 - Preventive Health and Health Services Block Grant Funded Solely with Prevention and Public Health Funds (PPHF)				189,213
Pass-through Grants:				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY 18	Agreement # 6.21.17	93.800	-	63,089
37452 - PHPS FY 19	Agreement # 6.21.17	93.800	-	22,989
Passed through State of Colorado:				
37413 - CO - O-D Analysis	N/A	93.800	-	5,882
Total - CFDA #93.800 - Organized Approaches to Increase Colorectal Cancer Screening				91,960
Pass-through Grant:				
Passed through Speare Memorial Hospital:				
37429 - NIH Consulting	PRF61	93.817	-	4,271
Total - CFDA #93.817 - Hospital Preparedness Program (HPP) Ebola Preparedness and Response Activities				4,271

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<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
Pass-through Grants:				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement # 6.21.17	93.870	-	224,636
37452 - PHPS19	Agreement # 6.21.17	93.870	-	65,883
Total - CFDA #93.870 - Maternal, Infant and Early Childhood Home Visiting Grant Program			-	290,519
Pass-through Grants:				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement # 6.21.17	93.889	-	58,771
37452 - PHPS19	Agreement # 6.21.17	93.889	-	4,589
Total - CFDA #93.889 - National Bioterrorism Hospital Preparedness Program			-	63,360
Pass-through Grants:				
Passed through Vermont Department of Health:				
37212 - VT HPDP Evaluation	Contract #31786	93.898	-	32,154
Passed through New Hampshire Department of Health and Human Services:				
37440 - NII CCC Stat Ping	Agreement # 4.20.18	93.898	-	577
Passed through Massachusetts Dept. of Public Health:				
37460 - DPH Pall Care	CAPACITY BUILD500824M04	93.898	-	4,831
Total - CFDA #93.898 - Cancer Prevention and Control Programs for State, Territorial and Tribal Organization			-	37,562
Pass-through Grant:				
Passed through State of New Hampshire:				
37068 - Technical Assistance Network for Rural Health Clinics	N/A	93.913	-	24,106
Total - CFDA #93.913 - Grants to States for Operation of Offices of Rural Health			-	24,106

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<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>				
Direct Grants:				
37191 - HIV Integrated Planning	U69HA30144	93.914	-	546,598
37194 - RWHP ACE Health Training	U69HA30143	93.914	-	385,489
37327 - CHATT Planning TA	U69HA30795	93.914	144,592	524,848
Pass-through Grants:				
Passed through Boston Public Health Commission:				
37170 - Quality Assurance	Agreement a 3-01-16	93.914	399	112,762
Passed through Fenway Community Health:				
37444 - Fenway E2I Toolkits	Agreement a 6.14.18	93.914	-	26,945
Total - CFDA #93.914 - HIV Emergency Relief Project Grants			<u>144,991</u>	<u>1,596,642</u>
Direct Grant:				
36967 - Healthy Start Performance Project	HF5MC26845	93.926	<u>140,435</u>	<u>2,315,907</u>
Total - CFDA #93.926 - Healthy Start Initiative			<u>140,435</u>	<u>2,315,907</u>
Direct Grant:				
36945 - CDC CBA FY15 - FY19	U65PS004406	93.939	-	930,854
Total - CFDA #93.939 - HIV Prevention Activities - NGO Based			-	<u>930,854</u>
Pass-through Grant:				
Passed through State of Massachusetts:				
37153 - CoRECT Study	PR161	93.943	-	53,585
Total - CFDA #93.943 - Epidemiologic Research Studies of Acquired Immunodeficiency System (AIDS) and Human Immunodeficiency Virus (HIV) Infection in Selected Groups			-	<u>53,585</u>
Pass-through Grant:				
Passed through South County Hospital Healthcare System:				
37091 - South County Health Equity Zone	Agreement a 5-1-15	93.945	-	19,809
Total - CFDA #93.945 - Assistance Programs for Chronic Disease Prevention and Control			-	<u>19,809</u>

See notes to Schedule of Expenditures of Federal Awards.



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<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>				
Pass-through Grants:				
Passed through State of Rhode Island:				
36801 - Prevention Resource Center	3316844	93.959	-	18
37349 - RIPRCII	3334294	93.959	-	193,961
Passed through New Hamp. Prevention Certification Board of New Hampshire:				
37168 - NHPCB Workforce Development	N/A	93.959	-	11,729
Total - CFDA #93.959 - Block Grants for Prevention and Treatment of Substance Abuse			-	205,708
Pass-through Grant:				
Passed through Arizona Family Health Partnership:				
37328 - AFHP CT Screening	17-JSH	93.977	-	1,342
Total - CFDA #93.977 - Sexually Transmitted Diseases (STD) Prevention and Control Grants			-	1,342
Pass-through Grants:				
Passed through Vermont Department of Health:				
37279 - VT 3-4-50	32435	93.991	3,925	3,925
Total - CFDA #93.991 - Preventative Health and Health Services Block Grant			3,925	3,925
Pass-through Grants:				
Passed through State of Vermont:				
37294 - VT Safe Sleep	33460	93.994	-	54,985
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS19	Agreement # 6.21.17	93.994	-	24,000
Total - CFDA #93.994 - Maternal & Child Health Services Block Grant to the States			-	78,985
<b>TOTAL - U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>			<b>\$ 1,375,213</b>	<b>\$ 14,231,295</b>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF HOMELAND SECURITY:</b>				
<b>Direct Grants:</b>				
United States Coast Guard -				
37302 - Nat'l. Estimate of Life Jacket Wear Rate	3317FANI70210	97.012	\$ 3,714	\$ 57,965
37427 - Nat'l. Estimate of Life Jacket Wear Rate	3317FANI70210	97.012	-	111,826
Total CFDA #97.012 - Boating Safety Financial Assistance			3,714	169,791
<b>TOTAL - U.S. DEPARTMENT OF HOMELAND SECURITY</b>			<u>\$ 3,714</u>	<u>\$ 169,791</u>
<b>U.S. DEPARTMENT OF JUSTICE:</b>				
<b>Pass-through Grants:</b>				
Passed through State of New Hampshire:				
37250 - Juvenile Diversion Evaluation		16.540	\$ -	\$ 25,121
Total - CFDA #16.540 - Juvenile Justice and Delinquency Prevention - Allocation to States			-	25,121
<b>TOTAL U.S. DEPARTMENT OF JUSTICE</b>			<u>\$ -</u>	<u>\$ 25,121</u>
<b>ENVIRONMENTAL PROTECTION AGENCY:</b>				
<b>Pass-through Grants:</b>				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement - a 6.21.17	66.707	\$ 75,530	\$ 31,255
37452 - PHPS19	Agreement - a 6.21.17	66.707	-	13,598
Total - CFDA #66.707 - TSCA Title IV State Lead Grants Certification of Lead Based Paint Professionals			75,530	44,853
<b>TOTAL ENVIRONMENTAL PROTECTION AGENCY</b>			<u>\$ 75,530</u>	<u>\$ 44,853</u>

See notes to Schedule of Expenditures of Federal Awards.

JSI Research and Training Institute, Inc.  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
Year Ended September 30, 2018

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF AGRICULTURE:</b>				
Pass-through Grant:				
Passed through Food Insecurity Nutrition Incentive (FINI):				
37257 - FINI Evaluation	PRF61	10.331	\$ -	\$ 112,759
Total CFDA #10.331 - Food Insecurity Nutrition Incentive Grants Program			-	112,759
Pass-through Grant:				
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	30754	10.561	4,787	4,273
Total CFDA #10.561 - State Administrative Matching Grants for the Supplemental Nutrition Assistance Program			4,787	4,273
TOTAL - U.S. DEPARTMENT OF AGRICULTURE			\$ 4,787	\$ 117,032
<b>U.S. DEPARTMENT OF STATE:</b>				
Pass-through Grant:				
Passed through Dreams Innovation Challenge:				
37188 - DREAMS	S-LMAQM-16-CA-1103	19.029	\$ 23,380,845	\$ 28,999,322
Total CFDA #19.029 - The U.S. President's Emergency Plan for AIDS Relief Programs			23,380,845	28,999,322
Direct Grant:				
37244 - Russia P2P	S-RS500-16-CA-179	19.900	-	20
Total CFDA #19.900 - AEECA/ESF PD Programs			-	20
TOTAL - U.S. DEPARTMENT OF STATE			\$ 23,380,845	\$ 28,999,342

See notes to Schedule of Expenditures of Federal Awards.

JSI Research and Training Institute, Inc.  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
Year Ended September 30, 2018

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF COMMERCE:</b>				
Pass-through Grant:				
Passed through Regents of the University of Michigan:				
37303 - Cape Cod Coastal		11.419	\$ -	\$ 2,853
Total CFDA #11.419 - Coastal Zone				
Management Administration Awards			-	2,853
<b>TOTAL U.S. DEPARTMENT OF COMMERCE</b>			<u>\$ -</u>	<u>\$ 2,853</u>
 <b>TOTAL FEDERAL AWARDS</b>				
			<u>\$ 89,347,005</u>	<u>\$ 222,384,116</u>

**JSI Research and Training Institute, Inc.**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
September 30, 2018

**NOTE 1 – BASIS OF PRESENTATION**

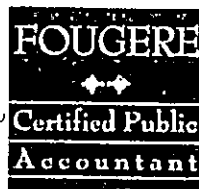
The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of JSI Research and Training Institute, Inc. under programs of the federal government for the year ended September 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of JSI Research and Training Institute, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of JSI Research and Training Institute, Inc.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

- (1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- (2) Catalog of Federal Domestic Assistance (CFDA) numbers and pass-through entity identifying numbers are presented when available.

**NOTE 3 – INDIRECT COST RATE**

JSI Research and Training Institute, Inc. has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate ("Organization"), which comprise the consolidated statement of financial position as of September 30, 2018, and the related consolidated statements of activities, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated May 1, 2019.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered JSI Research and Training Institute, Inc. and its affiliate's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of JSI Research and Training Institute, Inc. and Affiliates' internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Compliance and Other Matters**

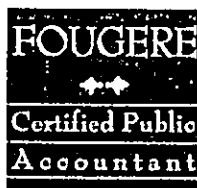
As part of obtaining reasonable assurance about whether JSI Research and Training Institute, Inc. and Affiliate's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Purpose of this Report**

This purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink, reading "Matthew R. Fungia, CPA". The signature is written in a cursive style with a large, stylized "M" and "F".

Duxbury, Massachusetts  
May 1, 2019



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR  
PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

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

**Report on Compliance for Each Major Federal Program**

We have audited JSI Research and Training Institute, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of JSI Research and Training Institute, Inc.'s major federal programs for the year ended September 30, 2018. JSI Research and Training Institute, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of JSI Research and Training Institute, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about JSI Research and Training Institute, Inc.'s compliance



with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of JSI Research and Training Institute, Inc.'s compliance.

#### ***Opinion on Each Major Federal Program***

In our opinion, JSI Research and Training Institute, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2018.

#### **Report on Internal Control Over Compliance**

Management of JSI Research and Training Institute, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered JSI Research and Training Institute, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of JSI Research and Training Institute, Inc.'s internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

World Education, Inc. (Affiliate) maintains a different fiscal year (June 30) and has its own stand alone audit performed in accordance with the Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). However, the consolidated financial statements contain the combined activity of JSI Research and Training, Institute and World Education, Inc.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink, reading "Thomas R. Ziegler CPA". The signature is fluid and cursive, with the initials "R" and "Z" being particularly prominent.

Duxbury, Massachusetts  
May 1, 2019

**JSI Research and Training Institute, Inc. and Affiliate**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
September 30, 2018

**SECTION I - Summary of Auditors' Results:**

*Financial Statements*

The type of report issued on the financial statements:	Unmodified opinion
Internal control over financial reporting:	
• Material weaknesses identified?	No
• Significant deficiencies identified that are not considered to be material weaknesses?	None reported
Noncompliance material to the financial statements noted?	No

*Federal Awards*

Internal control over major programs:	
• Material weaknesses identified?	No
• Significant deficiencies identified that are not considered to be material weaknesses?	No
Type of auditors' report issued on compliance for major programs:	Unmodified opinion
Any audit findings which are required to be reported under 2 CFR section 200.516(a):	No
• Identification of major programs:	USAID Foreign Assistance for for Programs Overseas CFDA #98.001  The U.S. President's Emergency Plan for AIDS Relief Programs CFDA #19.029  Family Planning - Personnel Training CFDA #93.260
Dollar threshold used to distinguish between Type A and Type B programs:	\$3,000,000
Auditee qualified as low risk auditee under 2 CFR Section 200.520	Yes



**JSI Research & Training Institute, Inc.**  
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Chief Operating Officer  
JSI  
Boston, MA

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Associate Director, Bio-behavioral & Community  
Science Core; Director of the Community Engaged  
Research Program, Center for AIDS Research,  
Harvard University  
Cambridge, MA

**Ken Olivola, M.C.P., M-Arch**  
International Division  
JSI  
Boston, MA

**Paul Osterman, Ph.D.**  
Nanyang Technological University (NTU) Professor  
of Human Resources and Management  
Sloan School of Management at MIT  
Cambridge, MA

**Mike Useem, M.A., Ph.D.**  
William and Jacalyn Egan Professor of  
Management  
Wharton School at University of Pennsylvania  
Philadelphia, PA

# KARYN DUDLEY MADORE

JSI Research & Training Institute, Inc., d/b/a Community Health Institute  
501 South Street, 2<sup>nd</sup> Floor, Bow, NH 03304 (603) 573-3305

karyn\_madore@jsi.com

## EDUCATION

NATIONAL PUBLIC HEALTH INFORMATION COALITION, MARIETTA, GEORGIA  
*Certified Communicator in Public Health, 2015*

UNIVERSITY OF SOUTH FLORIDA, TAMPA, FLORIDA  
*Graduate Certificate Degree, Social Marketing for Public Health, 2014*

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

PLYMOUTH STATE COLLEGE, PLYMOUTH, NEW HAMPSHIRE  
*B.S., Marketing 1987*

## EXPERIENCE

JSI Research & Training Institute, Inc., d/b/a Community Health Institute, Bow, New Hampshire  
*NH Communications and Operations Director, August 1998 to present*

### JSI-NH Health Communications Director

Provide overall strategic direction, administration, and management of health communications services to a variety of projects. Oversee marketing and communication campaign development, print materials, and collateral as well as print material distribution services to ensure that all materials and campaigns are of high quality, effective, and innovative.

### Consultancies:

#### NH Center for Excellence: NH Youth Binge Drinking & Opioid Abuse Prevention Campaigns (2016-present)

Serve as Project Director to research, evaluate, and implement two young-adult focused prevention campaigns: Binge Drinking Reduction and Heroin and Illicit Opioid Misuse Prevention in New Hampshire. The campaigns involve the theories of social marketing and behavior change, social media, traditional media, and youth leadership. Research for the binge drinking campaign has involved peer group or peer network identification and validation in NH and video production. *Binge-Free 603: What's Your Reason* launched on social/digital in 2018.

#### Wisconsin Human Trafficking Awareness and Prevention Campaign (Spring 2017 – Spring 2019)

Serve as Project Director and as Communication Specialist Lead to create a Human Trafficking Awareness and Prevention Campaign to inform the public that sex trafficking of Wisconsin youth under the age of 18 is an issue in urban, suburban, rural and tribal communities throughout WI. This Campaign will strive to bring awareness to the indicators that a youth is being sex trafficked or may be at risk of being sex trafficked; disseminate information about the risk factors that may make youth more vulnerable to being trafficked; and, implement an effective statewide media/social marketing campaign that reduces demand and prevents sex trafficking of youth in Wisconsin.

#### NH Lyme Disease Prevention Campaign Spring 2016 to present

Serve as Communication Specialist to develop a grass-roots and marketing campaign for a private funder via the NH Charitable Foundation in order to reduce tick encounters and cases of Lyme disease in NH. This project identifies priority audiences affected by tick bites, best-practice outreach strategies, partner communication channels for grass-roots interventions, and effective educational outreach materials to advance the understanding of the health risks of tick encounter, and how to prevent tick bites and Lyme disease. Tick Free NH (TickFreeNH.org) includes the development and creation of a Public Service Announcement, mass-media campaign, social media campaign, and website.

#### NH Oral Health Communication Planning (2015)

Served as Project Director to assist the NH Oral Health Program in the development and presentation of a five-year oral health communications plan that increases awareness and visibility of oral health priorities and prevention strategies among key targeted groups. As part of this planning, we conducted a review media products developed by the New Hampshire Oral Health Coalition, resulting in a NH Oral Health Communication Plan.



#### **National Healthy Start Branding and Communications Lead July 2014 to March 2017**

Served as the Branding and Communications Lead for the Maternal and Child Health Bureau's *Supporting Healthy Start* project to provide capacity building assistance to 100 Healthy Start grantees to ensure program effectiveness in achieving the goals to reduce infant mortality, reduce health disparities and improve perinatal health outcomes.

#### **New Hampshire Juvenile Court Diversion Video 2016**

Served as Project Director to research and create a selection of videos with the purpose of highlighting the benefits of enrolling youth in one of the many NH Juvenile Court Diversion Programs. We provided a uniform tool for the NH Network to increase participation in the programs, understanding of the program in priority populations, and to be able to speak in one voice. These videos included champions of the process including: judges, police chiefs, parents, youth, etc.

#### **Communication Training**

Researched, customized and implemented a social communication training to help individuals identify their personal communication strengths and weaknesses in times of stress through interactive workshops. This training is an effective tool in organizational and leadership development, team building, and career planning and conflict resolution. To date this training has been provided to the following organizations: NH Tobacco Prevention and Control Program, NH Red Cross Granite Chapter, Community Health Institute, MIT Medical, and JSI, and continues to be offered by request.

#### **Rivier University, Division of Nursing and Health Professions, Nashua, New Hampshire**

*Adjunct Professor, 2015 to present*

Courses: Introduction to Public Health; Introduction to Environmental Health; Health Promotion, Marketing and Communication; and Behavioral Health and Health Promotion

### **SELECTED PRESENTATIONS**

- ❖ *Anyone. Anytime. NH™ - New Hampshire's Opioid Crisis Public Awareness Campaign*, (August 2017) National Conference on Health Communication, Marketing and Media, Atlanta, GA.
- ❖ *Anyone. Anytime. NH™: New Hampshire Heroin Awareness Campaign*. (June 2016). 24<sup>th</sup> Social Marketing Conference: Building on the Legacy: Forging New Paths. Clearwater Beach, FL.
- ❖ *Dear Me New Hampshire: Low-cost Marketing with a Big Impact*. (April 2012). Break Free Alliance, Promising Practices. New Orleans, LA.
- ❖ *Marketing on a Shoestring Budget*. (August 2009). National Conference on Health Communication Marketing and Media. Atlanta, GA.

### **SELECTED HONORS | AWARDS**

- *Binge-Free 603 – Young Adult Binge Drinking Prevention Campaign in New Hampshire (2018) Berreth Award - Gold Medal, Excellence in Public Health Communication.*
- *Tick Free NH - Grass-Roots Lyme Disease Prevention in New Hampshire (2017) Berreth Award - Bronze Medal, Corporate Health Marketing.*
- *Anyone. Anytime. NH™ Campaign (2017) Berreth Award – Honorable Mention and cited as an example of excellence in health communication, Corporate Health Marketing.*
- *Anyone. Anytime. NH™ Campaign (2016). U.S. Department of Health and Human Services, Office of the Surgeon General, Facing Addiction in America: The Surgeon General's Report on Alcohol, Drugs, and Health. Washington, DC: HHS, November 2016.*
- *"Start the Conversation Physician Toolkit" (2014) GOLD MEDAL, Health Literacy, NPHIC*
- *"Start the Conversation Billboard" (2014) SILVER MEDAL, NPHIC*
- *"Start the Conversation Posters" (2014) BRONZE MEDAL, NPHIC*
- *Dear Me New Hampshire 2013-2014 Campaign Summary Report. (2015) BRONZE MEDAL, NPHIC*

### **PROFESSIONAL ASSOCIATIONS | MEMBERSHIPS**

Social Marketing Association of North America, *Board of Directors* Ⓞ Public Relations Society of America, *Member* Ⓞ National Public Health Information Coalition, *Member* Ⓞ International Social Marketing Association, *Member* Ⓞ Society for Health Communication, *Founding Member* Ⓞ New Hampshire Coalition for Community Media, *Member*



# MARTHA BRADLEY, MS

JSI Research & Training Institute, Inc. d/b/a Community Health Institute  
501 South Street, Bow, New Hampshire 03304 (603) 573-3318

Martha\_bradley@jsi.com

## EDUCATION

SPRINGFIELD COLLEGE, MANCHESTER, NEW HAMPSHIRE  
M.S., Human Service Administration, May, 2001

UNIVERSITY OF NEW HAMPSHIRE, DURHAM, NEW HAMPSHIRE  
B.A., Psychology, May, 1987

## EXPERIENCE

**JSI Research & Training Institute, Inc. d/b/a Community Health Institute, Bow, New Hampshire**  
*Project Manager, December 2002 to present*

Areas of technical expertise-include: Project management and implementation, health education and material development, training, and qualitative research.

### **Oral Health Promotional Partner 2018 to present**

Dental & Provider Trainer & Partner Engagement for training; technical assistance; program promotion, and program evaluation and support for the NH DHHS, Oral Health Program (OHP) and the NH dental workforce, with an emphasis on determining and supporting the needs of the state's vulnerable and under-served populations, both inside of our schools, and in the broader community.

### **Wisconsin Human Trafficking Awareness and Prevention Campaign, April 2017 to present**

Worked on team to create a campaign to inform the public that (1) sex trafficking of youth is an issue in urban, rural, suburban and tribal communities throughout WI (2) educate about the indicators that a youth is being or may be at risk of being sex trafficked (3) disseminate information about the risk factors that make youth vulnerable to trafficking; and, (4) implement a statewide media/social marketing campaign that reduces demand and prevents sex trafficking of youth.

### **NH Center for Excellence (CFEX): Best Practices in Reducing Alcohol and Drug Problems**

Worked on three projects for CFEX which provides consultation, training, and technical assistance for substance misuse prevention, substance use disorder treatment, continuum of care development, and integration of behavioral health into primary care including needs assessment, system capacity assessment, strategic planning, and policy recommendation.

### **NH Young Adult Prevention Messaging August 2016 to present**

Responsible for developing the approach and methods for the exploratory and qualitative research resulting in a public health campaign targeting young adults ages 21 – 25 who drink frequently and excessively.

### **New Hampshire SBIRT Initiative, December 2015 to present**

Under funding for NH Charitable Foundation in partnership with the Conrad N. Hilton Foundation and NH Bureau of Drug and Alcohol Services provided training to healthcare providers and systems implementing SBIRT (Screening, Brief Intervention, and Referral to Treatment) as a strategy to integrate behavioral health and primary care to identify patients at risk of substance misuse. Developed and implemented a variety of learning opportunities such as webinars, meetings, onsite trainings and shared learning to help providers address all facets of their workflow. The training builds knowledge and skills utilizing motivational interviewing techniques with patients identified at greater risk.

### **NH Opioid Awareness Media Campaign: *Anyone.Anytime.NH™* August 2015 – September 2015**

Responsible for conducting eight focus groups to understand current attitudes and beliefs about the use of naxalone, understanding of the passage of a new law and knowledge of services available to assist an individual dealing with an opioid addiction that informed the creation of the awareness campaign *Anyone.Anytime.NH™*.

**Partnerships for Quitline Sustainability, August 2014 to present**

A multi-year contract with the CDC to work with the state health department to develop strategy and material to engage insurance professionals to consider cost sharing arrangements for Helpline services. Strategy based on model developed by North American Quitline Consortium and key informant interviews with insurance stakeholders.

**Prediabetes Media Development and Placement Services, March 2015 to present**

Responsible for developing a statewide media campaign that encourages those at risk to enroll in a National Diabetes Prevention Program which includes quantitative research of the target audience, audience testing, and message and material development.

**Child Abuse Needs Assessment, April–October 2015**

Conducted a comprehensive needs assessment to increase knowledge on the factors that impact the competencies and capacities of healthcare providers to provide special medical exams to child victims of suspected physical abuse.

**Arsenic in Private Well Water, March–August 2015**

Worked with the Dartmouth Toxic Metals Superfund Research Program to create intervention material to increase home owners' readiness to voluntarily test their well water for arsenic. Developed message themes and conducted end user testing to identify factors influencing home owners' interest in testing.

**NH Immunization Marketing, June 2010 to present**

NH Department of Health and Human Services, NH Immunization Program: Worked with community stakeholders to research, develop, and implement a statewide marketing and awareness campaign aimed at increasing immunization rates for the priority population.

**NH Environmental Public Health Tracking Program Data Utilization and Outreach Project, April 2012 to present**

NH Department of Health and Human Services, Environmental Public Health Tracking Program: works to increase the utilization of the EPHT's data portal and other communication tools by developing a communication plan consisting of contemporary marketing and outreach strategies. Conducted formative research and wrote current communication plan. Conducted end user testing on a web-based tool to assess the probability of arsenic in well water.

**Nashua Community Health Assessment, September 2013 to May 2014**

Worked with client to develop appropriate protocols for focus groups with targeted segments of population, varying from topic-specific issues, to general health issues. Facilitated 10 focus groups and wrote summary report of findings.

**SHARE Needs Assessment, September 2013 to May 2014**

Developed methodology for local non-profit needs assessment, covering five towns in Southern NH. Developed protocols for focus groups and key informant interviews and developed needs assessment report.

## **PRESENTATIONS**

- Presentation at IHA Health Literacy Conference: *SBIRT: Talking with Your Patients about Substance Misuse*, 2017
- Moffitt Cancer Center: *Cancer, Culture and Literacy Conference* in 2008 & 2010
- Presentation at the NH Conference for Adult Educators on *Tobacco & Literacy in NH: A Pilot Program for Young Adults*, February 2007 and abstract accepted at the ACCESS 08 Conference
- Presentation at the Break Free Alliance Conference, *Promising Practice to Eliminate Tobacco Related Disparities: the Power of Communities*, April 2012
- Presented poster Break Free Alliance Conference on *Supporting Healthy Practices in Child Care: Nutrition, Physical Activity & Tobacco Exposure*, April 2012
- Presentation at National Conference on Tobacco or Health, *Engaging Low-Income Smokers in Tobacco Cessation via Credit Counseling Programs*, 2012

## **PUBLICATIONS**

- LaFave LR, Bradley M, Murray AR, Pepin AL, Sprangers KS, Thies, KM (2018) Lessons learned from implementing Screening, Brief Intervention, and Referral to Treatment (SBIRT) for youth and young adults in primary care settings. *Integrative Pediatrics and Child Care* 1 (1):8-13
- Bradley M, D'Ovidio C, Kipligat S, New Hampshire Women's Perceptions of Marijuana and Alcohol Use Before, During and After Pregnancy, January 2018.



## OTHER EDUCATION

- National Institutes of Health, Office of Extramural Research, Protecting Human Research Participants, *September 2009*
- New Hampshire Department of Safety, Division of Fire Standards and Training:
  - IS-700: NIMS an Introduction, January 2009*
  - IS-100: Introduction to ICS, January 2009*
  - Public Information Office, April 2009*
- Homeland Security Exercise & Evaluation Program (HSEEP) Training Course, *December 2008*
- Attended National Conference on Tobacco or Health, Minneapolis, MN, *2007*
- Attended World Tobacco Conference, Washington, D.C., *2006*
- Completed *Motivational Interviewing* workshop at Health Education and Training Institute, Portland, ME, *2005*

# DEBRA L. LOVE

JSI Research & Training Institute, Inc.,  
501 South Street, 2<sup>nd</sup> Floor, Bow, New Hampshire 03304 (603) 573-3310

Debbie\_love@jsi.com

## EDUCATION

PLYMOUTH STATE COLLEGE, PLYMOUTH, NEW HAMPSHIRE  
B.S., Business, Psychology and Health  
Interdisciplinary Studies: 1985–1990

INSTITUTE OF CHILDREN'S LITERATURE, WEST REDDING, CONNECTICUT  
Diploma: Writing, 1994–1996

AT-HOME PROFESSIONS, FORT COLLINS, COLORADO  
Certification: Medical Transcriptionist – March to August 2004

Certified NH Notary Public, 2008 to Present

## EXPERIENCE

JSI Research & Training Institute, Inc. d/b/a Community Health Institute, Bow, New Hampshire  
Project Manager, 2019 to present  
Office Manager, 2016–2019  
Project Coordinator, 2001–2016

### Hillsborough County Drug Court (HCDC)

Provide support in the program evaluation of the HCDC program to expand the substance use disorder treatment capacity in their Superior Court through the development of the HCDC. The goal is to reduce recidivism by breaking the criminogenic patterns of behavior related to substance abuse and addiction among high risk/high need non-violent offenders.

### NH Center for Excellence

Provide fiscal, logistical, administrative, website and data management for a statewide technical assistance resource center for evidence-based practice in substance abuse services. The Center establishes a base of evidence-based practices in prevention, developing a learning collaborative of networks and practitioners to engage in systems change to support evidence-based practice, and establishes data dissemination systems to ensure that data is both an input to and output of evidence-based practice. An expert panel endorses evidence-based practice selections, outcome measurement designs, and the process by which promising practices may develop a base of evidence of effectiveness in New Hampshire.

### NH Immunization Marketing

Provide project support with social marketing content management to develop a creative health marketing campaign, for the NH Immunization Program that identifies priority audiences, best-practice outreach strategies, and partner communication channels, effective educational outreach materials to advance the understanding of the health benefits of vaccines and immunizations and increase NH immunization rates.

### Harbor Homes Grants for the Benefit of Homeless Individuals

Project support for the five-year SAMHSA-funded Grants for the Benefit of Homeless Individuals (GBHI). Design and oversee a utilization-focused evaluation plan, data collection tools, integration with electronic medical records systems, develop and disseminate evaluation reports and comply with Federal reporting requirements.

### Oral Health Promotional Partner

Project support for training; technical assistance; program promotion, and program evaluation and support for the NH DHHS, Oral Health Program (OHP) and the NH dental workforce, with an emphasis on determining and supporting the needs of the state's vulnerable and under-served populations, both inside of our schools, and in the broader community.

### Chronic Disease Conditions

Provide project management for improving access to and participation in American Diabetes Association/American Association of Diabetes Educators accredited Diabetes Self-Management Education and Support programs in underserved areas; increasing engagement of pharmacists in the provision of medication therapy management; assisting health care organizations in implementing systems to identify people with prediabetes and referring them to National

Diabetes Prevention Programs for type two (2) diabetes prevention; promoting adoption of evidence-based quality measurement at the provider level; facilitating the use of self-measured blood pressure monitoring tied with clinical support among adults with hypertension; and implementing systems to facilitate systematic referral of adults with hypertension and/or high blood cholesterol to community programs and resources approved by the CDC.

#### **New Hampshire SBIRT Initiative**

Provided training to healthcare providers and systems implementing SBIRT (Screening, Brief Intervention, and Referral to Treatment) as a strategy to integrate behavioral health and primary care to identify patients at risk of substance misuse. Developed and implemented a variety of learning opportunities such as webinars, meetings, and onsite trainings and shared learning to help providers address all facets of their workflow. The training builds knowledge and skills utilizing motivational interviewing techniques with patients identified at greater risk.

#### **Injury Prevention Professional Trainings**

Supported the Injury Prevention Program, Division of Public Health Services and the Injury Prevention Community Planning Group by providing planning, promoting and logistical support and evaluation for professional trainings with the goal of supporting appropriate activities that educate the public health workforce, policymakers and the public on the value of evidenced-based injury prevention measures in reducing preventable deaths and the severity of injuries as well as health care costs.

#### **Quality Improvement in Enhancing the System of Services for Children and Youth with Epilepsy**

Provided logistical and administrative support to HRSA's Maternal and Child Health Bureau to assist Innovative Strategies and Promising Practices grantees to improve the system of care in medically underserved and rural areas for children and youth with epilepsy. The purpose of the overall initiative is to explore mechanisms to spread improvement of the quality of services for children and youth with epilepsy (CYE) in the medical home and to strengthen the co-management relationship between the medical home and the specialty network. The project aims are to: 1) Create a three-session learning collaborative for grantees; 2) Analyze the results of the evaluation compiled from prior learning collaboratives and design a strategy to incorporate continuous learning improvement; and 3) Conduct a comprehensive analysis of the learning collaborative.

#### **NH Conference on Aging**

Project Manager for the New Hampshire Bureau of Elderly and Adult's (BEAS) Conference on Aging. Oversight of this project includes fiscal management, generation of funding through sponsorship and exhibitors, negotiation of conference expenses within, facilitation of planning committee meetings, coordination of logistics specific to the needs of the target population, and providing BEAS with recommendations. Other scope of work includes building website with online registration form; database creation; soliciting sponsors and exhibits; executing speaker and site contracts; coordination of registration; oversight of graphic design; generating weekly reports for client and post-conference survey and analysis. The Conference on Aging is an annual event whose goal is to provide information, education and training for older adults that promotes awareness, self-determination, advocacy, collaboration and independence.

#### **Strategic Prevention Framework – SIG Region B, F, J & I**

Provided administrative support for a state-defined region to plan for and implement evidence-based strategies to prevention and reduce alcohol use and abuse among 12 to 17 year olds. The regional initiative is part of a statewide Strategic Prevention Framework (SPF) funded by the U.S. Substance Abuse and Mental Health Services Administration that engages communities in a five-step process to assess, build capacity for, plan, implement and evaluate strategies to reduce high-risk alcohol consumption and its harmful consequence.

#### **National Health Service Corps (NHSC)**

Data Coordinator for a major initiative to collect 'Uniform Data Systems' (UDS) information from all National Health Service Corps sites across the country, which do not receive direct federal grants. The data collected describes the financial and operational parameters of the health centers, and forms the basis of NHSC management decisions and reports to Congress, as well as informing the health centers of their relative performance. The project involves extensive data management and technical editing of reported data as well as the development of unique software to collect, manage, and screen the data electronically.

#### **Multistate Learning Collaborative**

Administrative support for the RWJF-funded Multistate Learning Collaborative (MLC-3), a national collaborative effort to improve public health services and the health of communities by linking public health processes to health outcomes. Manage two learning collaboratives addressing childhood obesity and health improvement planning, and tobacco cessation among pregnant women and workforce development. Developed assessment tools and conduct public health network capacity assessments to inform NH public health regionalization process.

# AMY MOFFETT

*JSI Research & Training Institute, Inc., d.b.a. Community Health Institute  
501 South Street, 2<sup>nd</sup> Floor, Bow, New Hampshire 03304 (603) 573-3203*

*Any\_Moffett@jsi.com*

## EDUCATION

UNIVERSITY OF NEW HAMPSHIRE  
*Bachelor of Arts, Psychology 1992, Magna Cum Laude  
Minor, Social Work*

## EXPERIENCE

**JSI Research & Training Institute, Inc. d/b/a Community Health Institute, Bow, New Hampshire**  
*Project Manager, March 2019 to present*

### **New Hampshire SBIRT Initiative**

Under funding for the NH Charitable Foundation in partnership with the Conrad N. Hilton Foundation and NH Bureau of Drug and Alcohol Services, provided Project Management support to a team working to assist in coordinating training to implement SBIRT (Screening, Brief Intervention, and Referral to Treatment) as a strategy to integrate behavioral health, and primary care to identify patients at risk of substance misuse. Worked with the team as they developed and implemented a wide variety of learning opportunities such as webinars, meetings, onsite trainings and shared learning to help primary care providers address all facets of their workflow. The training builds knowledge and skills utilizing motivational interviewing techniques with patients identified at greater risk.

### **Oral Health Promotional Partner**

Project support and project management for SBIRT training; technical assistance; program promotion, and program evaluation and support for the NH DHHS, Oral Health Program (OHP) and the NH dental workforce, with an emphasis on determining and supporting the needs of the state's vulnerable and under-served populations, both inside of our schools, and in the broader community.

### **New Hampshire Chronic Conditions**

Served as Project Manager to support the team as it facilitated efforts to improve referrals from health systems to DSME programs, engaged pharmacists in the provision of medication therapy management (MTM) for chronic conditions, increased referrals and enrollment for patients at risk of developing diabetes and those with hypertension and/or high blood cholesterol to NDPP or other CDC-approved programs. CHI supported the development and coordination of multiple learning opportunities and strategies including delivering five successful learning opportunities to over 275 healthcare professionals, overhauling the NH Healthy Lives website, exploring issues relating to credentialing for Community Health Workers and event planning.

### **Tick-Free New Hampshire**

Provided Project Management for the campaign developed by CHI to educate the public about how to prevent tick encounters and potentially Lyme disease. The digital behavior change campaign encourages preparation for outside activity and checking for ticks. Primarily targeting parents of children aged 2 to 13, schools, providers and recreational outdoors enthusiasts, the campaign includes [www.TickFreeNH.org](http://www.TickFreeNH.org), multimedia PSAs, social media, print materials, a clearinghouse, fundraising, and representation at trade events. CHI also worked with the University of New Hampshire (UNH) to conduct population surveillance on knowledge, attitudes, and practices via prevention questions to the Granite State (statewide) poll.

### **Electronic Nicotine Delivery Systems Prevention Messaging Campaign**

Served as Project Manager to support the team in their research, evaluation, and implementation of a youth focused prevention campaign aimed at reducing the prevalence of electronic nicotine delivery system use by minors in NH. Research for this campaign consisted of peer group identification and validation in NH, the theories of social marketing and behavior change and the social marketing campaign consisted of social media, traditional media, and youth leadership as well as a state-wide media buy.

**Climate and Health**

CHI is contracted with the New Hampshire Department of Health and Human Services to assist in the implementation of new climate health adaptation programs, providing logistical support to assist in the facilitation of workgroup meetings for the Climate and Health Advisory Council. CHI will also assist in the development and implementation of train-the-trainer programs centered around tick-safe practices by leveraging educational materials from the Tick-Free NH, Department of Public Health Services and CDC initiatives and utilizing best practices for adult learning. Finally, CHI will be responsible for overseeing subcontracts with Antioch University New England as they provide technical assistance to local communities to develop evidence-based public health plans and interventions centered around changing climate conditions. The culmination of this work will be the creation of a white paper by Antioch on the subject of measuring community resilience to natural disasters.

**CERTIFICATIONS**

Certified Scrum Master (CSM)

**COMPUTER SKILLS**

Microsoft Office Suite 2016

Microsoft Project 2013

G Suite (Google)

Microsoft Team Foundation Server (TFS)

Confluence

Jira

TeamGantt

**COMMUNICATION SKILLS**

User Guides and Training Manuals

Hiring/Supervising/Mentoring

Advanced Facilitation

Conflict Resolution

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

**Key Personnel**

SFY20

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Karyn Madore	Project Director	\$120,500	14.89%	\$17,942.45
Martha Bradley	Dental & Provider Trainer & Partner Engagement	\$100,921	16.90%	\$17,055.65
Debra Love	Contract & Procurement Manager	\$63,000	5.65%	\$3,559.50
Amy Moffett	Administrative Support	\$55,008	26.09%	\$14,351.59
				\$52,909.19

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

**Key Personnel**

SFY21

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Karyn Madore	Project Director	\$120,500	14.89%	\$17,942.45
Martha Bradley	Dental & Provider Trainer & Partner Engagement	\$100,921	16.90%	\$17,055.65
Debra Love	Contract & Procurement Manager	\$63,000	5.65%	\$3,559.50
Amy Moffett	Administrative Support	\$55,008	26.09%	\$14,351.59
				\$52,909.19

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

**Key Personnel**

SFY22

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Karyn Madore	Project Director	\$120,500	14.89%	\$17,942.45
Martha Bradley	Dental & Provider Trainer & Partner Engagement	\$100,921	16.90%	\$17,055.65
Debra Love	Contract & Procurement Manager	\$63,000	5.65%	\$3,559.50
Amy Moffett	Administrative Support	\$55,008	26.09%	\$14,351.59
				<b>\$52,909.19</b>





Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE 1:21 DAS  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

February 5, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into an agreement with JSI Research & Training Institute, Inc. d/b/a Community Health Institute, Vendor #161611-B001, 501 South Street, 2<sup>nd</sup> floor, Bow, NH 03304, to provide professional support services to the Department's Oral Health Program in order to implement activities funded through federal grants, including access to preventive and reparative dental treatment for individuals in the statewide community-based and school-based oral health programs; conducting dental screenings, fluoride treatment and referrals for treatment in substance abuse treatment settings; as well as workforce development activities, in an amount not to exceed \$2,605,345, to be effective upon date of Governor and Executive Council approval, through August 31, 2021. 74.37% Federal Funds, and 25.63% General Funds.

Funds are available in the following account(s) for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020, SFY 2021, and SFY 2022, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without further approval from Governor and Executive Council if needed and justified.

05-95-90-902010-45270000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ORAL HEALTH PROGRAM

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Program Services	90001030	\$15,000
SFY 2020	102-500731	Contracts for Program Services	90001030	\$15,000
SFY 2021	102-500731	Contracts for Program Services	90001030	\$15,000
			Sub-Total	\$45,000

**05-95-90-902010-45270000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ORAL HEALTH PROGRAM**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Program Services	90072003	\$420,000
SFY 2020	102-500731	Contracts for Program Services	90072003	\$600,000
SFY 2021	102-500731	Contracts for Program Services	90072003	\$600,000
SFY 2022	102-500731	Contracts for Program Services	90072003	\$60,000
			Sub-Total	\$1,680,000

**05-95-90-902010-22150000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ORAL HEALTH WORKFORCE**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Program Services	90080502	\$136,238
SFY 2020	102-500731	Contracts for Program Services	90080502	\$100,000
SFY 2021	102-500731	Contracts for Program Services	90080502	\$100,000
			Sub-Total	\$336,238

**05-95-90-902010-22150000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ORAL HEALTH WORKFORCE**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Program Services	90002215	\$166,369
SFY 2020	102-500731	Contracts for Program Services	90002215	\$181,369
SFY 2021	102-500731	Contracts for Program Services	90002215	\$181,369
SFY 2022	102-500731	Contracts for Program Services	90002215	\$15,000
			Sub-Total	\$544,107
			Grand Total	\$2,605,345

### **EXPLANATION**

The purpose of this request is for Community Health Institute (CHI) to provide professional support services to the Department of Health & Human Services, Division of Public Health Services, Oral Health Program (OHP) in order to implement activities funded through general funds and federal grants that include: school-based and community-based oral health programs; dental hygienists screenings, fluoride treatments and referrals to services for individuals in substance use disorder treatment programs; assisting with project management for the Health Resources and Services Administration Oral Health Workforce grant; assisting with activities that will increase the reach of school-based oral health programs serving schools with student participation rates of 50% or more in the Free and Reduced Lunch program; and assisting with the Third Grade Survey.

This contract will lead to gains in value for oral health services in New Hampshire (NH) through expanding the reach of programs to serve populations who experience disparities in access to and outcomes related to oral health care (e.g., schools with fifty percent (50%) or more students receiving Free and Reduced Lunch; adults in substance abuse treatment; adult Medicaid beneficiaries, etc.). The contract funding may only be used to support the delivery of evidence-based and cost-effective oral health services and may not be used for other low-value services.

Furthermore, this contract will support the completion of the NH Third Grade Survey which will provide surveillance data to evaluate the impact of services and to help inform program planning. The following health outcomes will be achieved through this contract:

- 1) reduce the proportion of children who have dental caries in their primary or permanent teeth;
- 2) reduce the proportion of children who have untreated dental decay;
- 3) reduce the proportion of adults with untreated dental decay;
- 4) increase the proportion of children and adults who have used the oral health care system in the past year; and
- 5) increase the number of children who have received dental sealants on their molar teeth. This contract will benefit the children and adults of New Hampshire through increasing access to the highest value oral health services in their local communities.

In NH, thirty-five percent (35%) of third grade students have dental caries with higher rates of decay among children who are lower income and in areas of the state with less access to oral health professionals. While untreated decay has decreased overtime, from twenty-two percent (22%) in 2001 to eight percent (8%) in 2014, disparities persist among those children who lack access to treatment, with similar higher rates among those children who are lower income and in counties with a shortage of dental professionals.

In Strafford County and Coos County, fourteen percent (14%) of children have untreated decay compared with just four percent (4%) of children in Rockingham County. Among adults in NH, there has been a steady increase in the rates of emergency department visits for non-traumatic dental conditions from 9,000 visits in 2000 to 16,000 visits in 2009.

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

- Develop and maintain a system for establishing and monitoring agreements for the delivery of school oral health programs and community based oral health program;
- Develop and implement a training plan and curriculum for oral health and other health professionals which shall include:
  - a. Implementation of Screening, Referral, and Brief Interventions related to substance-abuse disorders;
  - b. Use of the Prescription Drug Monitoring Program for practice improvement; and
  - c. Pain management and dental care coordination for those presenting at the Emergency Department for non-traumatic dental conditions.
- Develop and implement a communications plan and related materials to increase awareness about the value and impact of school oral health services and community water fluoridation.

The following populations will be reached from the effective date of this agreement through August 31, 2021:

- 16,470 students in schools with forty percent (40%) or more Free and Reduced Lunch Program;
- 91,440 people served by Federally Qualified Health Centers in NH annually;
- 9,500 people who use the emergency department for oral health care;
- 6,000 NH Medicaid Insured Adults that receive Substance Use Disorders treatment; and
- 1.3 million people will be impacted by oral health surveillance and professional development activities that are statewide and intended to change systems of care.

CHI was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from October 9, 2018 through November 6, 2018. The Department received one (1) proposal. The proposal was reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposal. The Score Sheet is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

Should Governor and Executive Council not authorize this request, children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire may not receive oral health care services. NH residents may seek relief of infection and dental pain in hospital emergency departments where treatment is costly, does not resolve the dental problem, and exposes them to pain medications that could have been avoided with appropriate and timely dental treatment.

Area served: Statewide.

Source of Funds:

- U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Preventative Health and Health Services Block Grant, Oral Health Program, Federal Award Identification Number (FAIN) NB01OT009205, Catalog of Federal Domestic Assistance (CFDA) #93.991. 60.26% Federal Funds and 39.74% General Funds.
- U.S. Department of Health and Human Services, CDC, Oral Health Workforce, FAIN #NU58DP006487, CFDA #93.366. 100% Federal Funds.
- U.S. Department of Health and Human Services, Health Resources and Services Administration, Oral Health Workforce Activities, FAIN T12HP31859, CFDA #93.236. 100% Federal Funds.

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

Oral Health Promotion Partner

RFP-2019-DPHS-21-ORALH

RFP Name

RFP Number

Bidder Name

1. JSI Research and Training Institute, Inc.

2.

3.

Pass/Fail	Maximum Points	Actual Points
	490	422

Reviewer Names

1. Sarah Finne, Epidemic & Admin Hlth Data, DPHS
2. Ellen Chase-Lucard, Financial Admin, DPHS
3. Monica DeRico, Chronic Disease Prog Specialist I DPHS
4. Hope Saltmarsh, Oral Health Program Director, DPHS

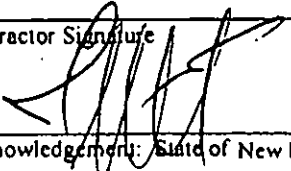
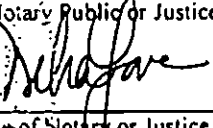


Subject: Oral Health Promotion Partner (RFP-2019-DPHS-21-ORALH)

**-Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute, Inc. d/b/a Community Health Institute		1.4 Contractor Address 501 South Street, 2 <sup>nd</sup> Floor Bow, NH 03304	
1.5 Contractor Phone Number (603) 573-3300	1.6 Account Number 05-95-90-902010-45270000 05-95-90-902010-22150000	1.7 Completion Date August 31, 2021	1.8 Price Limitation \$2,605,345
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Stewart, Regional Director	
1.13 Acknowledgement: State of New Hampshire County of Merrimack On February 4, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary Public or Justice of the Peace DEBRA L. LOVE, Notary Public My Commission Expires September 5, 2023			
1.14 State Agency Signature  Date: 2/7/19		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS	
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) (if applicable) By:  On: 2/12/2019			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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



Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

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

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

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

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

**2. Scope of Work**

- 2.1. The Contractor shall provide Oral Health Promotion Partner (OHPP) services for the Department in order to implement activities for NH residents, including individuals in Substance Use Disorder (SUD) treatment and/or recovery centers. The Contractor shall ensure activities include, but are not limited to:
  - 2.1.1. Developing sub recipient contracts/agreements with school-based and community-based dental programs.
  - 2.1.2. Developing sub recipient contracts/agreements with dental centers to provide dental screenings, fluoride treatments and referrals to services for individuals in substance use disorder (SUD) treatment programs.
  - 2.1.3. Assisting the Department with project management for Health Resources and Services Administration (HRSA) Oral Health Workforce grant. Including activities related to development and delivery of education in Dental Health Professional Shortage Areas (DHPSAs) for dentists on the use of the Prescription Drug Monitoring Program (PDMP), integration of Screening, Brief Intervention and Referral to Treatment (SBIRT), and for dentists and emergency department physicians, prescribing for dental pain management.



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- 2.1.4. Assisting the Department with activities that will increase the reach of school-based oral health programs serving schools with student participation rates of 50% or more in the Free and Reduced Lunch (FRL) program.
- 2.1.5. Assisting the Department with the Third Grade Survey.
- 2.2. The Contractor shall collaborate with the Department to develop and solicit applications from sub recipients to provide school-based oral health services in order to increase access to statewide preventative services to low-income, uninsured and under-insured children and adolescents, including those enrolled in NH Medicaid. The Contractor shall:
  - 2.2.1. Assist the Department with developing and implementing an unbiased process tool for selecting sub recipients to enter into contracts/agreements with the Contractor to deliver school-based oral health services.
  - 2.2.2. Provide the draft process for selecting sub recipients to the Department for final approval prior to publication.
  - 2.2.3. Ensure the Department is included in the selection of sub recipients.
  - 2.2.4. Create contracts/agreements with selected sub recipients for Department approval to provide services through August 31, 2020 with options to renew services for up to three (3) additional years.
  - 2.2.5. Execute Department-approved contracts/agreements with selected sub recipients.
  - 2.2.6. Consult with the Department in early 2020 to:
    - 2.2.6.1. Determine whether school-based dental program contracts will be extended.
    - 2.2.6.2. Assist the Department with actions to preserve community-based services for NH's low-income, uninsured, and under-insured children and adolescents, including those enrolled in New Hampshire Medicaid. The Contractor shall:
      - 2.2.6.2.1. Review sub recipient progress towards deliverables.
      - 2.2.6.2.2. Determine whether to renew sub recipient contracts.
      - 2.2.6.2.3. Renew sub recipient contracts upon Department approval.
- 2.3. The Contractor shall collaborate with the Department to develop and solicit



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applications from sub recipients to provide community-based oral health services in order to increase access to statewide preventative services to low-income, uninsured and under-insured children, adolescents, and adults including those enrolled in NH Medicaid. The Contractor shall:

- 2.3.1. Assist the Department with developing and implementing an unbiased process for selecting sub recipients to enter into contracts/agreements with the Contractor to deliver community-based oral health services.
- 2.3.2. Provide the draft process for selecting sub recipients to the Department for final approval prior to publication.
- 2.3.3. Ensure the Department is included in the selection of sub recipients.
- 2.3.4. Create contracts/agreements with selected sub recipients for Department approval to provide services through August 31, 2021 with options to renew services for up to two (2) additional years.
- 2.3.5. Execute Department-approved contracts/agreements with selected sub recipients.
- 2.3.6. Consult with the Department in early 2021 to:
  - 2.3.6.1. Determine whether existing contract/agreements for community-based dental programs will be extended.
  - 2.3.6.2. Assist the Department in actions to preserve community-based services for NH's low-income, uninsured, and under-insured children, adolescents, and adults including those enrolled in New Hampshire Medicaid. The Contractor shall:
    - 2.3.6.2.1. Review sub recipient progress towards deliverables.
    - 2.3.6.2.2. Determine whether to renew sub recipient contracts.
    - 2.3.6.2.3. Renew sub recipient contracts upon Department approval.
- 2.4. The Contractor shall ensure applicants complete an organizational performance self-assessment, that includes but is not limited to the following



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elements:

- 2.4.1. Organization Maturity.
- 2.4.2. Current plans for expansion or contracting.
- 2.4.3. Staff levels.
- 2.4.4. Staff training experience.
- 2.4.5. Vision/Mission.
- 2.4.6. Recover Support Services.
- 2.4.7. Populations Served.
- 2.4.8. Governance and Administration.
- 2.4.9. Human Resources.
- 2.4.10. Volunteers/Interns.
- 2.4.11. Financial Management.
- 2.4.12. Organizational Management.
- 2.4.13. Risk Assessment.
- 2.4.14. Procurement/Monitoring.
- 2.4.15. Performance/Evaluation.
- 2.5. The Contractor shall implement and administer contracts/agreements with dental centers to perform screening-fluoride treatment-referral visits at Substance Use Disorder (SUD) treatment centers that includes the utilization of Certified Public Health Dental Hygienists in recovery centers who provide:
  - 2.5.1. Screenings.
  - 2.5.2. Decay management and desensitization services.
  - 2.5.3. Patient education.
  - 2.5.4. Referrals for treatment in dental clinics and offices.
- 2.6. The Contractor shall assist the Department with project management for HRSA Oral Health Workforce grant, including activities related to development and delivery of education in Dental Health Professional Shortage Areas (DHPSAs) for dentists on the use of the Prescription Drug Monitoring Program (PDMP), integration of Screening, Brief Intervention and Referral to Treatment (SBIRT), and for dentists and emergency department physicians, prescribing for dental pain management, which includes, but is not limited to:
  - 2.6.1. Ensuring an SBIRT consultant works with an SBIRT-trained dental



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- professional to develop and implement academic detailing sessions for dentists in DHPSAs, three (3) times per year.
- 2.6.2. Providing logistical support for three (3) PDMP trainings per year for dentists in DHPSAs.
  - 2.6.3. Providing logistical support for up to six (6) dental pain management trainings between 6/30/2020 and 8/31/2021, for dentists and emergency department physicians in DHPSAs.
- 2.7. The Contractor shall work with dental providers to establish workflows for screening, which includes but is not limited to:
- 2.7.1. Identifying who will be screened.
  - 2.7.2. Identifying screening tools to be utilized.
  - 2.7.3. Method of screening.
  - 2.7.4. Identifying who will be responsible for managing the screening.
  - 2.7.5. Identifying the individual responsible for conducting the brief intervention.
  - 2.7.6. Determining referral networks in place and if it includes a range of providers and modalities.
  - 2.7.7. Ensuring confidentiality for referrals.
  - 2.7.8. Determining follow-up processes for positive screens.
- 2.8. The Contractor shall assist the Department with activities to increase the reach of school-based oral health programs serving schools with student participation rates of 50% or more in the Free and Reduced Lunch (FRL) program through 8/31/2021. The Contractor shall ensure activities include, but are not limited to:
- 2.8.1. Supporting bi-annual and quarterly convenings of Work Group partners, which shall be named no later than thirty (30) days from the contract effective date. The Contractor shall:
    - 2.8.1.1. Ensure invitations are sent to each member at least 30 days prior to each convening.
    - 2.8.1.2. Ensure adequate meeting space is reserved for each convening.
    - 2.8.1.3. Host a WebEx meeting for each convening, ensuring work group members with barriers to attending can attend.
    - 2.8.1.4. Scribe meeting minutes and ensure minutes are provided



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to the Department for approval.

2.8.1.5. Provide other meeting logistics as needed.

2.8.2. Developing a sustainability plan for school based oral health services during PY 1 that outlines strategies for leveraging other resource opportunities in order to reduce reliance on federal funds.

2.8.3. Developing and implementing Communications Plans that include but are not limited to:

2.8.3.1. A plan that supports school-based program activities developed by the Work Group during PY 2 and PY 3.

2.8.3.2. A plan for target audiences, including but not limited to:

2.8.3.2.1. Legislators.

2.8.3.2.2. Decision makers.

2.8.3.2.3. Medicaid officials.

2.8.3.2.4. Government officials.

2.8.3.3. A plan to guide efforts for promoting:

2.8.3.3.1. The benefits and effectiveness of school-based oral health activities.

2.8.3.3.2. Increased participation by school and children in these services including a minimum of three (3) communications materials.

2.8.3.4. Identification of:

2.8.3.4.1. Target audiences, including but not limited to, parents, caregivers, medical and dental providers, school personnel, and decision-makers.

2.8.3.4.2. Key messages for each target audience;

2.8.3.4.3. Proposed communication channels;

2.8.3.4.4. A dissemination timeline;

2.8.3.4.5. Partner roles in plan implementation.

2.8.4. Including CDC funds for an Enhancement Program developed by the Work Group in sub-recipient contracts for eligible school-based dental programs.

2.9. The Contractor shall work with the Department during PY 2 to prepare for the Basic Screening Survey (BSS) for New Hampshire Third Graders in order to





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update The New Hampshire 2013-14 Healthy Smiles – Healthy Growth Third Grade Survey to be conducted during PY 3. The Contractor shall:

- 2.9.1. Work with the Department to develop a Memorandum of Understanding/Agreement with dental hygienists (preferably CPHDHs) to conduct the screenings of third grade students in accordance with BSS requirements and in coordination with a survey expert from the Association of State and Territorial Dental Directors (ASTDD) and the DPHS Chronic Disease Section Epidemiologist.
- 2.9.2. Work with the Department to convene the training session for the dental hygienists, prior to the 2019-2020 school year.
- 2.9.3. Collect surveillance data during PY 3 from the BSS hygienists and sharing the collected screening data with the Department. The Contractor shall ensure:
  - 2.9.3.1. Screening data does not include personally identifiable information (PII).
  - 2.9.3.2. Once parental consent forms are completed, children are screened and evaluated for dental needs and either referred for services or provided services onsite, if the school has an onsite option available.
  - 2.9.3.3. Children and their parents are made aware of dental sealants, their value and availability of sealants through the school program and as well as the BSS and the importance of oral health to overall health.
- 2.10. The Contractor shall conduct a kick-off meeting with the Department to discuss the work plan specified, performance measures and report formats, all of which are specified in Exhibit A-1 Work Plan, within thirty (30) business days of the contract effective date.
- 2.11. The Contractor shall meet with the Department on a bi-weekly basis to discuss meeting and call schedules, activities, budgets and/or performance measures.
- 2.12. The Contractor shall collaborate with the Department to assess joint progress toward objectives and activities on a semi-annual basis in order to assist the Department with sharing products related to grant activities, which may



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include but are not limited to:

2.12.1. Meeting agendas and minutes.

2.12.2. Written reports.

### 3. Project Management

3.1. The Contractor shall ensure project management best practices are documented and performed throughout the term of the contract to start, organize and prepare for the project, carry out project work, and formally close out the project.

3.2. The Contractor shall ensure Project Management activities include, but are not limited to:

3.2.1. Project Initiation and Planning

3.2.1.1. The Contractor shall conduct a project Kick Off Meeting, within five (5) business days of the contract effective date which addresses topics and activities that include but are not limited to:

3.2.1.1.1. A review of the project scope as defined in the contract.

3.2.1.1.2. A review of the Initial Project Schedule and Work Plan as identified in Exhibit A-1 Work Plan.

3.2.1.1.3. A presentation on, and discussion of, project management best practices to be utilized.

3.2.1.1.4. A review of the templates that will be utilized for each aspect of the project management cycle, including but not limited to:

3.2.1.1.4.1. Monthly Project Reports

3.2.1.1.4.2. Issues Log.

3.2.1.1.4.3. Decision Log.

3.2.1.1.4.4. Risk Register.

3.2.1.1.4.5. Change Request Log.

3.2.1.1.4.6. Deliverable Acceptance Log.

3.2.1.2. The Contractor shall submit an updated Project Schedule that will be the basis for the final approved Baseline Project Schedule within five (5) business days of the Project Kickoff



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Meeting, which consists of:

- 3.2.1.2.1. Project milestones.
- 3.2.1.2.2. Activities.
- 3.2.1.2.3. Deliverables.
- 3.2.1.2.4. Task dependencies.
- 3.2.1.2.5. Due Dates.

3.2.1.3. The Contractor shall establish the Project Repository that is comprised of all project related documentation and ensure access is provided to appropriate Department users.

3.2.2. Project Execution, Monitoring and Controlling

3.2.2.1. The Contractor shall schedule weekly, unless an alternative frequency is approved by the Department, Project Status Meetings following the Project Kickoff Meeting.

3.2.2.2. The Contractor shall provide notes from the Project Status Meetings to the Department within three (3) business days from the date of each Project Status Meeting.

3.2.2.3. The Contractor shall schedule a Daily Huddle, lasting less than thirty (30) minutes in duration, during the most complex or challenging stages of the project upon Department request.

3.2.2.4. The Contractor shall maintain the baseline and current Project Schedules using a project management software solution that:

- 3.2.2.4.1. Enables schedule of analysis.
- 3.2.2.4.2. Recalculates dates based upon approved changes.
- 3.2.2.4.3. Tracks variances to the approved baseline.

3.2.2.5. The Contractor shall provide a written Monthly Progress Report that contains a summary of the sub recipient's activities, which include but are not limited to:

- 3.2.2.5.1. Work accomplished during the reporting period.
- 3.2.2.5.2. Updated Project Schedule identifying



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variances to baseline.

- 3.2.2.5.3. Status of prioritized open issues, highlighting those issues that require immediate escalation to ensure timely resolution.
- 3.2.2.5.4. A list of the highest priority risks, risk ownership and status of the mitigation plan for each.
- 3.2.2.5.5. Planned work for the next reporting period.
- 3.2.2.5.6. Requests for Department assistance necessary to ensure successful project delivery.

3.2.3. Project Closing

- 3.2.3.1. The Contractor shall schedule and conduct a Final Project Meeting during which the Acceptance Log will be presented for Department approval and sign-off.
- 3.2.3.2. The Contractor shall transfer the project repository, including all documentation falling within state ownership, to the Department.
- 3.2.3.3. The Contractor shall be available for a Lessons Learned session facilitated by the Department.

#### 4. Reporting

- 4.1. By August 31st each year, the Contractor shall provide the number of sub-recipient contracts/agreements in place for:
  - 4.1.1. School-based dental programs.
  - 4.1.2. Community-based dental programs.
- 4.2. By August 31st each year, the Contractor shall provide reports that include only aggregated data that pertains to how many individuals were screened and/or treated along with other data that does not include any personally identifiable information (PII). The Contractor shall provide reports that include, but are not limited to:
  - 4.2.1. Annual School-Based Program Report Form.
  - 4.2.2. Annual Community-Based Report Form.
  - 4.2.3. An annual narrative report that includes performance measures for oral health visits by dental hygienists from sub-recipient dental centers



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- to adults at SUD treatment centers.
- 4.2.4. An annual performance report for all continuing education sessions delivered to dentists and emergency department physicians in DHPSAs.
  - 4.2.5. An annual narrative report describing meetings of the Work Groups for School-Based Oral Health Services Enhancement, that includes a sustainability plan.
  - 4.2.6. An annual narrative report describing the Communications Plan and products created and activities implemented from the Communications Plans for the school-based oral health programs and community water fluoridation activities.
  - 4.2.7. For School-Based Oral Health Services agreements:
    - 4.2.7.1. The number of School-Based Oral Health Services agreements established.
    - 4.2.7.2. The number of School-Based Oral Health Services site visits conducted.
    - 4.2.7.3. The number of students screened or treated through School-Based Oral Health Services.
  - 4.2.8. For Community-Based Oral Health Services agreements:
    - 4.2.8.1. The number of Community-Based Oral Health Services agreements established.
    - 4.2.8.2. The number of Community-Based Oral Health Services site visits conducted.
    - 4.2.8.3. The number of individuals screened or treated through Community-Based Oral Health Services.
    - 4.2.8.4. The number of individuals in SUD settings screened, treated and referred.
  - 4.2.9. For SUD-related training:
    - 4.2.9.1. Report on match.
    - 4.2.9.2. Number and type of CEUs provided.
    - 4.2.9.3. Number of training sessions conducted.
    - 4.2.9.4. Number of attendees who participated in training sessions.
    - 4.2.9.5. Report on RQI cycles findings and related



New Hampshire Department of Health and Human Services  
Oral Health Promotion Partner

Exhibit A

improvements.

4.2.9.6. Evaluation results for knowledge increase among training attendees.

4.2.10. For BSS:

4.2.10.1. Number of hygienists recruited;

4.2.10.2. Number of hygienists trained;

4.3. The Contractor shall provide aggregate screening data collected from the Third Grade Survey during the 2019-2020 school year to the Department upon completion of the third grade screenings in a format approved by the Department.

**5. Deliverables**

- 5.1. The Contractor shall provide a process for accepting applications for oral health funding from vendors to the Department for approval no later than 2 weeks from the contract effective date.
- 5.2. The Contractor shall create contracts/agreements with school based programs no later than 6 months from the contract effective date.
- 5.3. The Contractor shall create contracts/agreements with community based programs no later than 8 months from the contract effective date.
- 5.4. The Contractor shall provide training curriculum identified in Subsection 2.6 to the Department for approval no later than three (3) weeks prior to scheduling the first training.
- 5.5. The Contractor shall ensure an SBIRT consultant works with an SBIRT-trained dental professional to deliver academic sessions for dentists at least three (3) times per year.
- 5.6. The Contractor shall provide logistical support for:
  - 5.6.1. Three (3) PDMP trainings per year for dentists in DHPSAs.
  - 5.6.2. Up to six (6) dental pain management trainings between 6/30/2020 and 8/31/2021 for dentists and emergency department physicians in DHPSAs.
- 5.7. The Contractor shall submit the finalized communications plan and materials in to the Department for approval no later than 10 business days prior to releasing the plan and materials to the Advisory Group partners.
- 5.8. The Contractor shall ensure any changes to the Work Plan in Exhibit A-1 are provided to the Department in writing within five (5) business days of the



**New Hampshire Department of Health and Human Services  
Oral Health Promotion Partner**

**Exhibit A**

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changes being accepted.

- 5.9. The Contractor shall meet all performance measures and deliverables identified in Exhibit A-1, Work Plan.

## EXHIBIT A – 1 WORKPLAN

**Project AIM:** Support the NH Oral Health Program's delivery of federally funded projects to: conduct oral health surveillance in schools; support the NH oral health workforce, specifically in Dental HPSAs with targeted trainings; and contract with treatment-based oral health programs (school-based and community-based), in order to reduce untreated dental decay in children, adolescents and adults in NH.

**Organizations Involved:** (1) The Community Health Institute - CHI (2) NH Oral Health Program - OHP, (3) ASTDD, (4) NH DPHS Chronic Disease Section (DPHS), (5) Sub-Recipients - SRs

### **YEAR 1 (PY1): JANUARY 2019 - AUGUST 31, 2019**

#### **Year 1 Project Goals:**

1. Develop/solicit applications to provide *school-based* preventative oral health services to low-income, un-/under-insured children and adolescents.
2. Develop/solicit applications to provide *community-based* preventative oral health services to low-income, un-/under-insured children, adolescents, and adults.
3. Implement/administer contracts/agreements with dental centers to perform screening- fluoride treatment-referral visits at SUD treatment centers.
4. Convene an Advisory Group.
5. Convene a Work Group.
6. Support Work Group in planning efforts to increase the reach of FRL schools for PY2.
7. Prepare for a Basic Screening Survey (BSS) of NH Third Graders.

#### **Objective 1: Successfully manage a multi-year project**

#### **Activity 1: Project Management**

Tasks	Timeframe	Milestone/ Deliverable
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## EXHIBIT A – 1 WORKPLAN

1.1.	Conduct a <b>Project Kick-off Meeting</b> to review the project scope, Initial Project Schedule, a presentation on, and discussion of the project management best practices to be utilized, and a review of the templates.	Within five business days of the contract effective date (or other agreed upon date)	Project Meeting Presentation
1.1.1.	Submit an updated Project Schedule, which will be the basis for the approved Baseline Project Schedule, which shall consist of: (Project milestones; Activities; Deliverables; Task dependencies; and Due Dates).	Within five business days of the Project Kickoff Meeting	Project Schedule
1.1.2.	Establish the Project Repository that will be comprised of all project-related documentation and access will be provided to appropriate Department users.	Within five business days of the Project Kickoff Meeting	Project Repository
1.1.3.	Schedule <b>Project Status Meetings</b> following the Project Kick-off Meeting.	Within five business days of the Project Kickoff Meeting	Project Status Meeting (PSM) Schedule
1.2.	Conduct a <b>PSM Kick-off Meeting</b> with the OHP to validate the work plan, performance measures, and report formats.	Within 30 business days of contract effective date	Meeting Work Plan
1.2.1	Provide notes from the Project Status Meetings to the OHP	Within three business days of the Project Status Meeting	Meeting Notes
1.3.	<b>PSM Bi-weekly Meetings</b> with the OHP to discuss meeting and call schedules, activities, budgets and/or performance measures.	Bi-weekly	Meetings Meeting Notes
1.3.1.	Assess joint progress toward objectives and activities in order to assist DPHS with sharing products related to grant activities.	Semi-annual	Meeting Documents Videos (potentially) Reports
1.3.2.	<i>If requested by the Department</i> , schedule a <30 minute Daily Huddle during the most complex or challenging stages of the project.	Daily, as needed	Huddle
1.3.3.	Maintain the baseline and current Project Schedules using a project management software solution that enables schedule of analysis,	Ongoing	Project Reports

## EXHIBIT A – 1 WORKPLAN

	recalculates dates based upon approved changes, and tracks variances to the approved baseline.		
1.3.4.	Ensure tasks and activities are identified, monitored, and tracked; risks and issues are identified, and deliverables meet the stated requirements and are delivered according to the approved baseline Project Schedule.	Ongoing	Project Monitoring
<b>Activity 2. Reporting</b>			
<b>Tasks</b>		<b>Timeframe</b>	<b>Milestone/ Deliverable</b>
2.1	Provide the number of sub-recipient contracts/agreements in place for: school-based dental programs, community-based dental programs.	By August 31st each year	Report
2.2.	Provide Annual Reports: <ul style="list-style-type: none"> <li>• Annual School-Based Program Report Form.</li> <li>• Annual Community-Based Report Form.</li> <li>• Annual Narrative Report that includes performance measures for oral health visits by dental hygienists from sub-recipient dental centers to adults at SUD treatment centers.</li> <li>• Annual Performance Report for all continuing education sessions delivered to dentists and emergency department physicians in DHPSAs.</li> <li>• Annual Narrative Report describing the communications products created and activities implemented from the Communications Plans for the school-based oral health programs and community water fluoridation activities.</li> </ul>	By August 31st each year	Annual School-Based Program Report Form Annual Community-Based Report Form Annual SUD Narrative Report Annual DHPSA Performance Report Annual Communications Narrative Report
2.3.	Provide a Monthly Progress Reports which shall contain a summary of the sub recipient's: <ul style="list-style-type: none"> <li>• Work accomplished during the reporting period;</li> <li>• Updated Project Schedule identifying variances to baseline;</li> <li>• Status of prioritized open issues, highlighting those issues that</li> </ul>	Monthly	Monthly Progress Reports

## EXHIBIT A – 1 WORKPLAN

	<ul style="list-style-type: none"> <li>require immediate escalation to ensure timely resolution;</li> <li>A list of the highest priority risks, risk ownership and status of the mitigation plan for each;</li> <li>Planned work for the next reporting period; and,</li> <li>Requests for Department assistance necessary to ensure successful project delivery.</li> </ul>		
<b>Objective 2: Successfully develop, release, vet, administer and manage multiple contracts and MOUs in order to reach vulnerable populations with dental services in NH.</b>			
<b>Activity 3: Sub-Contract/MOU Procurement &amp; Management</b>			
	<b>Tasks</b>	<b>Timeframe</b>	<b>Milestone/ Deliverable</b>
<b>3.1</b>	<b>Develop sub-recipient contracts/agreements with: school-based dental programs and community-based dental programs.</b>	<b>By August 31, 2019</b>	<b>Contracts</b>
<b>3.1.1.</b>	<b>Develop and implement an unbiased process for selecting sub recipients to enter into contracts/agreements with CHI, to deliver school-based or community-based oral health services.</b>	<b>By February 28, 2019</b>	<b>Unbiased Process RFPs Released</b>
<b>3.1.2.</b>	<b>Create contracts/agreements with selected entities to provide services through August 31, 2021 with options to renew services for up to three additional years.</b>	<b>By April, 30, 2019</b>	<b>School-based Contracts Community-based Contracts</b>
<b>3.2.</b>	<b>Develop sub-recipient contracts/agreements with dental centers.</b>	<b>By August 31, 2019</b>	<b>Contracts</b>
<b>3.2.1.</b>	<b>Work to implement and administer contracts/agreements with dental centers to perform screening-fluoride treatment-referral visits at Substance Use Disorder (SUD) treatment centers (to promote oral</b>	<b>By February 28, 2019</b>	<b>Dental Center Contracts</b>

## EXHIBIT A – 1 WORKPLAN

	health services and referrals for dental treatment) through August 31, 2021.		
3.3.	Work with the OHP to develop a <b>Memorandum of Understanding (MOU)</b> with dental hygienists (preferably CPHDHs) to conduct the screenings of third grade students in accordance with BSS requirements and in coordination with a survey expert from the Association of State and Territorial Dental Directors (ASTDD) and the DPHS Chronic Disease Section Epidemiologist.	By February 28, 2019	Community Public Health Dental Hygienists MOUs
<b>Objective 3: Train dentists and emergency department physicians in DHPSAs on correct use of the PDMP, SBIRT and prescribing for dental pain management.</b>			
<b>Objective 4: Increase the reach of school-based oral health programs serving schools with student participation rates of 50% or more in the FRL program.</b>			
<b>Objective 5: Convene stakeholders to form an Advisory Group and Work Group.</b>			
<b>Activity 4: Project Management for HRSA Oral Health Workforce grant</b>			
	<b>Tasks</b>	<b>Timeframe</b>	<b>Milestone/ Deliverable</b>
4.1.	Development and delivery of education in Dental Health Professional Shortage Areas (DHPSAs) for dentists on (1) the use of the Prescription Drug Monitoring Program (PDMP), (2) integration of Screening, Brief Intervention and Referral to Treatment (SBIRT), and for dentists and emergency department physicians, (3) prescribing for dental pain management.	By August 31, 2019	Education developed
4.1.1.	Contracting with or identifying a CHI SBIRT consultant	January 2019	Contract
4.1.2.	Environmental scan/assessment and survey of dentists in DHPSAs	January - April, 2019	Assessment

## EXHIBIT A – 1 WORKPLAN

4.1.3.	Contracting with an SBIRT-trained dental professional to develop and implement academic detailing sessions for dentists in DHPSAs.	By April, 2019	Contract
4.1.3.1.	Develop academic detailing sessions for dentists in DHPSAs on PDMP	By August 31, 2019	Sessions developed
4.1.3.2.	Develop academic detailing sessions for dentists in DHPSAs on SBIRT	By August 31, 2019	Sessions developed
4.1.3.3.	Develop academic detailing sessions for dentists and emergency department physicians in DHPSAs on prescribing for dental pain management.	By August 31, 2019	Sessions developed
4.2.	Conduct activities that will increase the reach of school- based oral health programs serving schools with student participation rates of 50% or more in the Free and Reduced Lunch (FRL) program.	By August 31, 2019	
4.2.1.	Assist in convening Advisory Group Partners.	By August 31, 2019	Advisory Group meeting
4.2.2.	Assist in convening Work Group Partners.	By August 31, 2019	Work Group meeting
4.3.	Work with the OHP to prepare for a Basic Screening Survey (BSS) for New Hampshire Third Graders to update The New Hampshire 2013-14 Healthy Smiles – Healthy Growth Third Grade Survey.	By August 31, 2019	BSS Prepared
4.3.1.	Work with the OHP to convene a training session for the dental hygienists (CPHDHs) who have an MOU to conduct the screenings of third grade students, prior to the 2019-2020 school year.	By August 31, 2019	CPHDHs trained
4.3.1.1.	Review previous surveys and results.	By August 31, 2019	Analysis
4.3.1.2.	Conduct key informant interviews with OHP and a selection CPHDHs.	By August 31, 2019	KII Outcomes

## EXHIBIT A – 1 WORKPLAN

4.3.1.3.	Review prior findings and data.	By August 31, 2019	Analysis
4.3.1.4.	Discuss gaps in the data collected.	By August 31, 2019	Meeting
4.3.1.5.	Establish the implementation plan.	By August 31, 2019	Plan
4.3.1.6.	Revise the BSS survey tool if needed.	By August 31, 2019	BSS Tool
4.3.1.7.	Pilot test the final version of the BSS.	By August 31, 2019	BSS Tool Final
4.3.2.	Record and provide access to the CPHDH training session for the Third Grade Survey.	By August 31, 2019	Training saved/provided
4.3.3.	Evaluate CPHDH training via survey and provide the output to OHP.	By August 31, 2019	Feedback from training

### YEAR 2 (PY2): SEPTEMBER 1, 2019 - AUGUST 31, 2020

#### Year 2 Project Goals:

8. Monitor *school-based* preventative oral health service contracts and their performance measures.
9. Monitor *community-based* preventative oral health service contracts and their performance measures.
10. Monitor dental center service contracts performing screening and referral visits at SUD treatment centers.
11. Support the Advisory Group's and Work Group's Communication Plan efforts.
12. Support execution of the Basic Screening Survey (BSS) of NH Third Graders.

#### Objective 1: Successfully manage a multi-year project

## EXHIBIT A – 1 WORKPLAN

Activity: 1. Project Management			
	Tasks	Timeframe	Milestone/ Deliverable
1.1	PSM Bi-weekly Meetings with the OHP to discuss meeting and call schedules, activities, budgets and/or performance measures.	Bi-weekly	Meetings Meeting Notes Updated Work Plan
1.1.1	Provide notes from the Project Status Meetings to the OHP	Within three business days of the Project Status Meeting	Meeting Notes
1.2.	Assess joint progress toward objectives and activities in order to assist DPHS with sharing products related to grant activities	Semi-annual	Meeting Documents Videos (potentially) Reports
1.2.1.	<i>If requested by the Department, schedule a &lt;30 minute Daily Huddle during the most complex or challenging stages of the project.</i>	Daily, as needed	Huddle
1.2.2.	Maintain the baseline and current Project Schedules using a project management software solution that enables schedule of analysis, recalculates dates based upon approved changes, and tracks variances to the approved baseline.	Ongoing	Project Reports
1.2.3.	Ensure tasks and activities are identified, monitored, and tracked; risks and issues are identified, and deliverables meet the stated requirements and are delivered according to the approved baseline Project Schedule.	Ongoing	Project Monitoring
Activity 2. Reporting			
	Tasks	Timeframe	Milestone/ Deliverable
	Provide the number of sub-recipient contracts/agreements in place for: School-	By August 31st each year	Report

## EXHIBIT A – 1 WORKPLAN

2.1	based dental programs, Community-based dental programs.		
2.2.	Provide Annual Reports: <ul style="list-style-type: none"> <li>• Annual School-Based Program Report Form.</li> <li>• Annual Community-Based Report Form.</li> <li>• Annual Narrative Report that includes performance measures for oral health visits by dental hygienists from sub-recipient dental centers to adults at SUD treatment centers.</li> <li>• Annual Performance Report for all continuing education sessions delivered to dentists and emergency department physicians in DHPSAs.</li> <li>• Annual Narrative Report describing the communications products created and activities implemented from the Communications Plans for the school-based oral health programs and community water fluoridation activities.</li> </ul>	By August 31st each year	Annual School-Based Program Report Form Annual Community-Based Report Form Annual SUD Narrative Report Annual DHPSA Performance Report Annual Communications Narrative Report
2.3.	Provide aggregate screening data collected from the Third Grade Survey for the Department during the 2019-2020 school-year	By August 31, 2020	Third Grade Survey Data Report
2.4.	Provide a Monthly Progress Reports which shall contain a summary of the sub recipient's: <ul style="list-style-type: none"> <li>• Work accomplished during the reporting period;</li> <li>• Updated Project Schedule identifying variances to baseline;</li> <li>• Status of prioritized open issues, highlighting those issues that require immediate escalation to ensure timely resolution;</li> <li>• A list of the highest priority risks, risk ownership and status of the mitigation plan for each;</li> <li>• Planned work for the next reporting period; and,</li> <li>• Requests for Department assistance necessary to ensure successful project delivery.</li> </ul>	Monthly	Monthly Progress Reports
<b>Objective 2: Successfully manage multiple contracts and MOUs in order to reach vulnerable populations with dental services in NH.</b>			
<b>Activity 3. Sub-Contract/MOU Management</b>			



## EXHIBIT A – 1 WORKPLAN

	Tasks	Timeframe	Milestone/ Deliverable
3.1	Monitor sub-recipient contracts/agreements with: school-based dental programs and community-based dental programs.	Sept 1, 2019- Aug 31, 2020	Sub-recipient reports 40% match
3.1.1.	Monitor performance measures and reporting of school-based and community-based oral health services.	Sept 1, 2019- Aug 31, 2020	Sub-recipient reports
3.1.2.	Process sub-recipient invoices, monthly.	Monthly	Invoices submitted to DHHS
3.1.3.	Include CDC funds for an Enhancement Program developed by the Work Group in sub-recipient contracts for eligible school-based dental programs. The enhancement program will be for non-clinical supports to the eligible sub-recipient school-based programs, such as: portable equipment, patient chair, hygienist stool, light, supplies, administrative salary/benefits, and incentives for students to return completed permission forms.	By August 31, 2020	Enhancement Program in sub-recipient contracts
3.2.	Monitor sub-recipient contracts/agreements with dental centers to perform screening-fluoride treatment-referral visits at Substance Use Disorder (SUD) treatment centers.	By August 31, 2020	Sub-recipient reports 40% match
3.1.1.	Monitor performance measures and reporting of dental centers services.	Sept 1, 2019- Aug 31, 2020	Sub-recipient reports
3.3.	Work with the OHP to monitor dental hygienists/CPHDHs conducting the screenings of third grade students in accordance with BSS requirements and in coordination with a survey expert from the Association of State and Territorial Dental Directors (ASTDD) and the DPHS Chronic Disease Section Epidemiologist.	Sept 1, 2019- Aug 31, 2020	Community Public Health Dental Hygienists MOUs
Objective 3: Train dentists and emergency department physicians in DHPSAs on correct use of the PDMP, SBIRT, and prescribing for dental pain management.			

## EXHIBIT A – 1 WORKPLAN

<b>Objective 4: Increase the reach of school-based oral health programs serving schools with student participation rates of 50% or more in the FRL program.</b>			
<b>Objective 5: Assist Advisory Group and Work Group in Communication and Enhancement Program activities</b>			
<b>Activity 4. Project Management for HRSA Oral Health Workforce grant</b>			
Tasks		Timeframe	Milestone/ Deliverable
4.1.	Monitor SBIRT-trained dental professional in their implementation of academic detailing sessions for dentists in DHPSAs on the integration of Screening, Brief Intervention and Referral to Treatment (SBIRT).	3 times by August 31, 2020	3 Trainings conducted
4.1.1.	Provide logistical support for PDMP trainings for dentists in DHPSAs.	3 times by August 31, 2020	3 Trainings conducted
4.1.2.	Provide logistical support for up to six dental pain management trainings for dentists and emergency department physicians in DHPSAs.	1- 6 times by August 31, 2020	1- 6 Trainings conducted
4.1.3.	Assess effectiveness of trainings via survey.	By August 31, 2020	Survey report
4.1.4.	Collect report from SBIRT-trained dental professional on process outcomes for all trainings.	August 31, 2020	Report
4.2.	Conduct activities that will increase the reach of school-based oral health programs serving schools with student participation rates of 50% or more in the Free and Reduced Lunch (FRL) program.	By August 31, 2020	
4.2.1.	Support bi-annual convening's for soon-to-be-named Advisory Group partners and quarterly convening's for soon-to-be-named Work Group partners.	By August 31, 2020	2 Advisory Group meetings 4 Work Group meetings
4.2.2.	Implement a Communications Plan to support school-based program activities developed by the Work Group during PY 2 and PY 3.	By August 31, 2020	Communications activities
4.3.	Collect surveillance data during PY 2 from the Basic Screening Survey hygienists	By August 31, 2020	Data collection



## EXHIBIT A – 1 WORKPLAN

1.2.1.	If requested by the Department, schedule a <30 minute Daily Huddle during the most complex or challenging stages of the project.	Daily, as needed	Huddle
1.2.2.	Maintain the baseline and current Project Schedules using a project management software solution that enables schedule of analysis, recalculates dates based upon approved changes, and tracks variances to the approved baseline.	Ongoing	Project Reports
1.2.3.	Ensure tasks and activities are identified, monitored, and tracked; risks and issues are identified, and deliverables meet the stated requirements and are delivered according to the approved baseline Project Schedule.	Ongoing	Project Monitoring
1.3.	Schedule and conduct a Final Project Meeting during which the Acceptance Log will be presented for Department approval and sign-off.	By August 31, 2021	Meeting Acceptance Log
1.4.	Transfer the project repository, including all documentation falling within state ownership, to the Department.	By August 31, 2021	Project Repository transfer
1.5.	Be available for a Lessons Learned session facilitated by the Department.	At close of project	Lessons Learned Session
<b>Activity 2. Reporting</b>			
	<b>Tasks</b>	<b>Timeframe</b>	<b>Milestone/ Deliverable</b>
2.1	Provide the number of sub-recipient contracts/agreements in place for: School-based dental programs, Community-based dental programs.	By August 31, 2021	Report
2.2.	Provide Annual Reports: <ul style="list-style-type: none"> <li>• Annual School-Based Program Report Form.</li> <li>• Annual Community-Based Report Form.</li> <li>• Annual Narrative Report that includes performance measures for oral health visits by dental hygienists from sub-recipient dental centers to adults at SUD treatment centers.</li> </ul>	By August 31, 2021	Annual School-Based Program Report Form Annual Community-Based Report Form Annual SUD Narrative Report

## EXHIBIT A – 1 WORKPLAN

	<ul style="list-style-type: none"> <li>Annual Performance Report for all continuing education sessions delivered to dentists and emergency department physicians in DHPSAs.</li> <li>Annual Narrative Report describing the communications products created and activities implemented from the Communications Plans for the school-based oral health programs and community water fluoridation activities.</li> </ul>		Annual DHPSA Performance Report Annual Communications Narrative Report
2.3.	Provide a Monthly Progress Reports which shall contain a summary of the sub recipient's: <ul style="list-style-type: none"> <li>Work accomplished during the reporting period;</li> <li>Updated Project Schedule identifying variances to baseline;</li> <li>Status of prioritized open issues, highlighting those issues that require immediate escalation to ensure timely resolution;</li> <li>A list of the highest priority risks, risk ownership and status of the mitigation plan for each;</li> <li>Planned work for the next reporting period; and,</li> <li>Requests for Department assistance necessary to ensure successful project delivery.</li> </ul>	Monthly	Monthly Progress Reports
<b>Objective 2: Successfully manage and evaluate for extension multiple contracts and MOUs in order to reach vulnerable populations with dental services in NH.</b>			
<b>Activity 3. Sub-Contract/MOU Management</b>			
	Tasks	Timeframe	Milestone/ Deliverable
3.1	Monitor sub-recipient contracts/agreements with: school-based dental programs and community-based dental programs.	Sept 1, 2020- Aug 31, 2021	Sub-recipient reports 40% match
3.1.1.	Monitor performance measures and reporting of community-based oral health services.	Sept 1, 2020- Aug 31, 2021	Sub-recipient reports
3.1.2.	Process sub-recipient invoices, monthly.	Monthly	Invoices submitted to DHHS

## EXHIBIT A – 1 WORKPLAN

3.1.3.	Include CDC funds for an Enhancement Program developed by the Work Group in sub-recipient contracts for eligible school-based dental programs. The enhancement program will be for non-clinical supports to the eligible sub-recipient school-based programs, such as: portable equipment, patient chair, hygienist stool, light, supplies, administrative salary/benefits, and incentives for students to return completed permission forms.	By August 31, 2021	Enhancement Program in sub-recipient contracts
3.2.	Monitor sub-recipient contracts/agreements with dental centers to perform screening-fluoride treatment-referral visits at Substance Use Disorder (SUD) treatment centers.	By August 31, 2021	Sub-recipient reports 40% match
3.1.1.	Monitor performance measures and reporting of community-based oral health services.	Sept 1, 2020- Aug 31, 2021	Sub-recipient reports
3.2.3.	Consult with the OHP in early 2021 to determine whether school-based dental programs will be extended and to assist the OHP in actions to preserve community-based services for NH's low-income, uninsured, and under-insured children and adolescents including those enrolled in New Hampshire Medicaid.	Early 2021	Determination on extensions
3.2.4.	Create contracts/agreements with selected entities to provide services through August 31, 2021 with options to renew services for up to two additional years (Sept 1, 2021-Aug 31, 2023).	Early 2021	Contract Extensions
3.2.5..	Consulting with the OHP in early 2021 to determine whether existing contract/agreements for community-based dental programs will be extended and to assist the OHP in actions to preserve school-based services for NH's low-income, uninsured, and under-insured children, adolescents, and adults including those enrolled in New Hampshire Medicaid.	Early 2021	Determination on extensions
3.2.6.	Create contracts/agreements with selected entities to provide services through August 31, 2021 with options to renew services for up to two additional years (Sept 1, 2021-Aug 31, 2023).	Early 2021	Contract Extensions
<b>Objective 3: Train dentists and emergency department physicians in DHPSAs on correct use of the PDMP, SBIRT and prescribing for dental pain management.</b>			

## EXHIBIT A – 1 WORKPLAN

<b>Objective 4: Increase the reach of school- based oral health programs serving schools with student participation rates of 50% or more in the FRL program.</b>			
<b>Objective 5: Assist Advisory Group and Work Group in Communication activities.</b>			
<b>Activity 4. Project Management for HRSA Oral Health Workforce grant</b>			
<b>Tasks</b>		<b>Timeframe</b>	<b>Milestone/ Deliverable</b>
<b>4.1.</b>	Monitor SBIRT-trained dental professional in their implementation of academic detailing sessions for dentists in DHPSAs on the integration of Screening, Brief Intervention and Referral to Treatment (SBIRT).	3 times by August 31, 2021	3 Trainings conducted
4.1.1.	Provide logistical support for PDMP trainings for dentists in DHPSAs.	3 times by August 31, 2021	3 Trainings conducted
4.1.2.	Provide logistical support for up to six dental pain management trainings for dentists and emergency department physicians in DHPSAs.	6 times by August 31, 2021	6 Trainings conducted
4.1.3.	Assess trainings via survey.	By August 31, 2021	Survey feedback
<b>4.2.</b>	Conduct activities that will increase the reach of school- based oral health programs serving schools with student participation rates of 50% or more in the Free and Reduced Lunch (FRL) program.	By August 31, 2021	
4.2.1.	Support bi-annual convening's for soon-to-be-named Advisory Group partners and quarterly convening's for soon-to-be-named Work Group partners.	By August 31, 2021	2 Advisory Group meetings 4 Work Group meetings
4.2.2.	Implement a Communications Plan to support school-based program activities developed by the Work Group during PY 2 and PY 3.	By August 31, 2021	Communications activities

8 2.4.19



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows:

	Source of Funds	Year 1 (SFY19)	Year 2 (SFY20)	Year 3 (SFY21)	Year 4 (SFY22)
2.1.	100% Federal Funds from Centers for Disease Control & Prevention, Preventive Health & Health Services Block Grant, CFDA #93.758, Federal Award Identification Number (FAIN), NB01OT009205.	\$15,000	\$15,000	\$15,000	\$0
2.2.	39.74% Federal Funds from Centers for Disease Control & Prevention, Preventive Health & Health Services Block Grant CFDA #93.758, FAIN NB01OT009205 and 60.26% General Funds	\$420,000	\$600,000	\$600,000	\$60,000
2.3.	100% Federal Funds from Centers for Disease Control & Prevention, State Actions to Improve Oral health outcomes CFDA #93.366, FAIN NU58DP006487	\$166,369	\$181,369	\$181,369	\$15,000
2.4.	100% Federal Funds from Health Resources & Services Administration Grants to States to Support Oral Health Workforce Activities, CFDA #93.236, FAIN T12HP31859	\$136,238	\$100,000	\$100,000	\$0
	<b>TOTALS</b>	<b>\$737,607</b>	<b>\$896,369</b>	<b>\$896,369</b>	<b>\$75,000</b>



New Hampshire Department of Health and Human Services  
Oral Health Promotion Partner



**Exhibit B**

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements, which includes an in-kind match of an amount equal to a minimum of 40% of the federal HRSA grant identified in Subsection 2.4, above.
4. The Contractor shall ensure the annual 40% required match in Section 3, above, is in non-federal contributions either in cash or in-kind related to directly providing HRSA project activities and goals related to Substance Use Disorder (SUD) as approved by the Department as specified in Exhibit A, Scope of Services, Section 2 Scope of Work, Subsection 2.1, Paragraph 2.1.3 and Subsection 2.6.
5. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
6. Payment for said services shall be made monthly as follows:
  - 6.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-4, Budget.
  - 6.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 6.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 6.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHScontractbilling@dhhs.nh.gov](mailto:DPHScontractbilling@dhhs.nh.gov), or invoices may be mailed to:

Financial Administrator  
Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301



## Exhibit B

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10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

**Budget Period:** 3FY 2019 (contract effective date to 6/30/19)

### Indirect As A Percent of Direct

2.8%

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

Contractor name: JSI Research & Training Institute, Inc. d/b/a Community Health Institute

Budget Request for: Oral Health Promotion Partner

Budget Period: SFY 2018 (7/1/19 to 6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 118,581.00	\$ -	\$ 118,581.00	\$ -	\$ -	\$ -	\$ 118,581.00	\$ -	\$ 118,581.00
2. Employee Benefits	\$ 45,060.00	\$ -	\$ 45,060.00	\$ -	\$ -	\$ -	\$ 45,060.00	\$ -	\$ 45,060.00
3. Consultants	\$ 16,000.00	\$ -	\$ 16,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00
4. Equipment:	\$ 3,559.00	\$ -	\$ 3,559.00	\$ -	\$ -	\$ -	\$ 3,559.00	\$ -	\$ 3,559.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 8,299.00	\$ -	\$ 8,299.00	\$ -	\$ -	\$ -	\$ 8,299.00	\$ -	\$ 8,299.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,491.00	\$ -	\$ 2,491.00	\$ -	\$ -	\$ -	\$ 2,491.00	\$ -	\$ 2,491.00
7. Occupancy	\$ 11,880.00	\$ -	\$ 11,880.00	\$ -	\$ -	\$ -	\$ 11,880.00	\$ -	\$ 11,880.00
8. Current Expenses	\$ 9,488.00	\$ -	\$ 9,488.00	\$ -	\$ -	\$ -	\$ 9,488.00	\$ -	\$ 9,488.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 8,000.00	\$ -	\$ 8,000.00
11. Staff Education and Training	\$ 2,373.00	\$ -	\$ 2,373.00	\$ -	\$ -	\$ -	\$ 2,373.00	\$ -	\$ 2,373.00
12. Subcontracts/Agreements	\$ 657,000.00	\$ -	\$ 657,000.00	\$ -	\$ -	\$ -	\$ 657,000.00	\$ -	\$ 657,000.00
13. Other (specific details mandatory):	\$ 21,500.00	\$ -	\$ 21,500.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 1,500.00	\$ -	\$ 1,500.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 916,211.00</b>	<b>\$ 20,158.00</b>	<b>\$ 936,369.00</b>	<b>\$ 40,000.00</b>	<b>\$ -</b>	<b>\$ 40,000.00</b>	<b>\$ 876,211.00</b>	<b>\$ 20,158.00</b>	<b>\$ 896,369.00</b>

Indirect As A Percent of Direct

2.2%

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

Contractor name: JSI Research &amp; Training Institute, Inc. d/b/a Community Health Institute

Budget Request for: Oral Health Promotion Partner

Budget Period: SFY 2021 (7/1/20 to 6/30/2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 118,581.00	\$ -	\$ 118,581.00	\$ -	\$ -	\$ -	\$ 118,581.00	\$ -	\$ 118,581.00
2. Employee Benefits	\$ 45,060.00	\$ -	\$ 45,060.00	\$ -	\$ -	\$ -	\$ 45,060.00	\$ -	\$ 45,060.00
3. Consultants	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00
4. Equipment:	\$ 3,559.00	\$ -	\$ 3,559.00	\$ -	\$ -	\$ -	\$ 3,559.00	\$ -	\$ 3,559.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 8,299.00	\$ -	\$ 8,299.00	\$ -	\$ -	\$ -	\$ 8,299.00	\$ -	\$ 8,299.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,491.00	\$ -	\$ 2,491.00	\$ -	\$ -	\$ -	\$ 2,491.00	\$ -	\$ 2,491.00
7. Occupancy	\$ 11,860.00	\$ -	\$ 11,860.00	\$ -	\$ -	\$ -	\$ 11,860.00	\$ -	\$ 11,860.00
8. Current Expenses	\$ 9,488.00	\$ -	\$ 9,488.00	\$ -	\$ -	\$ -	\$ 9,488.00	\$ -	\$ 9,488.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 8,000.00	\$ -	\$ 8,000.00
11. Staff Education and Training	\$ 2,373.00	\$ -	\$ 2,373.00	\$ -	\$ -	\$ -	\$ 2,373.00	\$ -	\$ 2,373.00
12. Subcontracts/Agreements	\$ 657,000.00	\$ -	\$ 657,000.00	\$ -	\$ -	\$ -	\$ 657,000.00	\$ -	\$ 657,000.00
13. Other (specific details mandatory):	\$ 21,500.00	\$ -	\$ 21,500.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 1,500.00	\$ -	\$ 1,500.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 816,211.00	\$ 20,158.00	\$ 836,369.00	\$ 40,000.00	\$ -	\$ 40,000.00	\$ 876,211.00	\$ 20,158.00	\$ 896,369.00

Indirect As A Percent of Direct

2.2%

**Budget Period: SFY 2022 (7/1/2021 to 6/30/2022)**

### Indirect As A Percent of Direct



**SPECIAL PROVISIONS**

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

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

Exhibit C - Special Provisions

Contractor Initials

Date 2/4/19



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

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

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



New Hampshire Department of Health and Human Services  
Exhibit C



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

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

Exhibit C - Special Provisions

Contractor Initials

Date 2/4/19



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  - (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  - (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**20. Contract Definitions:**

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

4



**REVISIONS TO GENERAL PROVISIONS**

1. 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.

2. 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, 30 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.

3. **Renewal:**

The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. 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;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. 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);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. 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;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. 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
    - 1.6.2. 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;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
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.

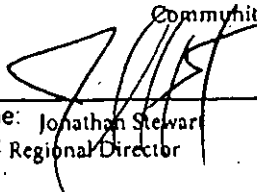
Place of Performance (street address, city, county, state, zip code) (list each location)

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

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

February 4, 2019

Date

  
Name: Jonathan Stewart  
Title: Regional Director

Contractor Initials

Date 2/4/19



**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

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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

February 4, 2019

Date

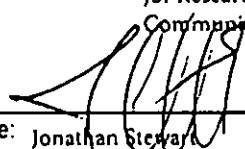
  
Name: Jonathan Stewart  
Title: Regional Director

Exhibit E - Certification Regarding Lobbying

Contractor Initials 



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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and





information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. 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 (11)(b) of this certification; and
  - 11.4. 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.
12. 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

13. 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:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. 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).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

February 4, 2019

Date

  
Name: Jonathan Stewart  
Title: Regional Director



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

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

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

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

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

Exhibit G

Contractor Initials 

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

February 4, 2019

Date

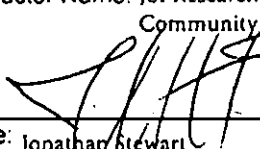
  
Name: Jonathan Stewart  
Title: Regional Director

Exhibit G

Contractor Initials



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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

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

February 4, 2019

Date

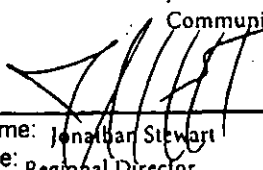
  
Name: Jonathan Stewart  
Title: Regional Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 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.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed.
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. 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.
- e. 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 (I). 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

Handwritten signature or initials in blue ink.



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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





Exhibit I

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 Paragraph 10 of the standard terms and conditions (P-37) 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, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

A handwritten signature in black ink, appearing to be "Lg", is written over the "Contractor Initials" label.

Date 2/4/19



Exhibit I

- 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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

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

Name of the Contractor

Signature of Authorized Representative

Jonathan Stewart

Name of Authorized Representative

Regional Director

Title of Authorized Representative

February 4, 2019

Date



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

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

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

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

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

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

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

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

February 4, 2019

Date

  
Name: Jonathan Stewart  
Title: Regional Director

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 14-5729117
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, subgrants, and/or cooperative agreements?

       NO                        X   YES

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                        X   YES

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: _____

4

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

A handwritten signature in black ink, appearing to be "LJ", is written over the "Contractor Initials" label.

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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New Hampshire Department of Health and Human Services

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

*[Handwritten Signature]*

New Hampshire Department of Health and Human Services

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

A handwritten signature in black ink, appearing to be "JS", is written over the "Contractor Initials" label.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

**Exhibit K**

**DHHS Information Security Requirements**



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

**A. DHHS Privacy Officer:**

DHHSPrivacyOfficer@dhhs.nh.gov

**B. DHHS Security Officer:**

DHHSInformationSecurityOffice@dhhs.nh.gov

*[Signature]*