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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext. 4517
Fax: 603-271-4519 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

June 10, 2013

*Sole Source
Retroactive
100% Federal*

Her Excellency, Governor Margaret Wood Hassan
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, Bureau of Population Health and Community Services, Maternal and Child Health Section, to enter into a **sole source** agreement with JSI Research & Training Institute, Inc. Vendor #161611 B001, 44 Farnsworth Street, Boston, Massachusetts 02210, in an amount not to exceed \$12,581.00, for the provision of the operation and maintenance of the Family Planning Data System, to be effective **retroactive** to March 1, 2013, through February 28, 2014.

Funds are anticipated to be available in the following account for SFY 2014 upon availability and continued appropriation of funds in future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	102-500734	Contracts for Prog Svc	90080004	\$12,581.00
			Total	\$12,581.00

EXPLANATION

The Department of Health and Human Services recommends a **sole source** agreement with JSI Research & Training Institute, Inc. because they developed a Family Planning Data System customized to meet the specific federal Title X data requirements. This Data System has been utilized and funded directly by the Office of Population Affairs for Region I Grantees for the past 13 years. In 2013, the Office of Population Affairs decided to shift the financial responsibility for the data collection directly to the grantees, requiring all grantees to plan for this cost in their budgets. The Region I grantees decided to continue to collectively fund JSI Research & Training Institute for data collection in order to move forward with the most cost effective and efficient means to continue to meet family planning contractual obligations. To procure a new vendor to provide a customized data system would be cost and time prohibitive.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

June 10, 2013

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This request is **retroactive** due to an administrative delay consisting of a series of many lengthy discussions as to whether this contract warranted Department of Information Technology approval.

The Data System provides ongoing operation of the Family Planning Data System that consists of project management, system availability and maintenance, technical support, data analysis, system operations, customer service, and report generations.

The Data System application provides important annual and quarterly data reports to the Family Planning Title X Program. On a monthly basis, Family Planning contract agencies submit family planning encounter records to JSI Research and Training Institute, Inc., for processing. These data reports are used by the federal Title X grantee to evaluate the Family Planning contract agencies utilization throughout the contract period. At the conclusion of each calendar year, JSI Research & Training Institute, Inc. initiates a process to create cumulative Family Planning contract agency reports for all participating federal Title X grantees, as well as subset reports of the participating sites within each Family Planning contract agency region. Reports are created and validated, then distributed to federal Title X grantee report users. This data report is used to create a federally required Title X Family Planning Annual Report, which is submitted to the Office of Population Affairs. The Office of Population Affairs uses this report to inform future federal funding allocations.

Should Governor and Executive Council not authorize this request; the New Hampshire Title X Family Planning Program will be out of grant compliance with the Department of Health and Human Services' Office of Population Affairs, Title X Family Planning Program, which will put federal dollars at risk.

This Agreement has the option to renew for two (2) additional years, contingent on satisfactory delivery of service, available funding, agreement of the parties and approval of the Governor and Executive Council. This is the initial agreement with this Contractor for these services.

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

- Assure the timely availability of Data System application generated reports as well as their accuracy.
- Assure Data System application technical support services will be available 7 AM to 7 PM, seven days a week to provide application and database maintenance, enhancement requests, and special requests.

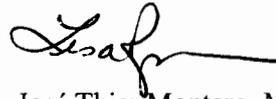
Area served: The State of New Hampshire, less the geographic areas of Cheshire and Rockingham Counties, and the towns of Lebanon and Claremont.

Source of Funds: 100% Federal Funds US Department of Health and Human Services, Office of Population Affairs, Title X Family Planning.

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

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/MRJ/jf



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Peter C. Hastings
Commissioner

June 25, 2013

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with JSI Research and Training Institute, Inc. of Boston, MA as described below and referenced as DoIT No. 2013-114.

This is a request to enter into a contract for the operation and maintenance of the Division of Public Health Services, Bureau of Population and Community Services Family Planning Data System. Funding for this contract shall not exceed \$12,581.00 and the retroactive term commences on March 1, 2013 and extends through February 28, 2014. The contract shall become effective upon Governor and Executive Council approval.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings
Commissioner

PCH/ltn
2013-114

cc: Brook Dupee, DHHS
Leslie Mason, DoIT

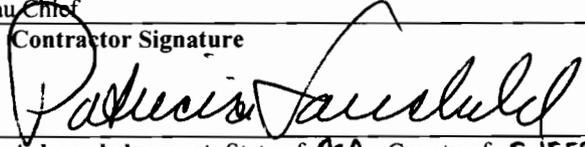
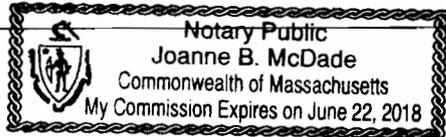
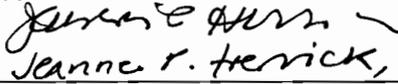
Subject: Family Planning Data System

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name JSI Research & Training Institute, Inc.		1.4 Contractor Address 44 Farnsworth Street Boston, MA 02210	
1.5 Contractor Phone Number 617-385-3764	1.6 Account Number 05-95-90-902010-5530-102-500734	1.7 Completion Date February 28, 2014	1.8 Price Limitation \$12,581
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PATRICIA FAIRCHILD, DIRECTOR, JSE RESEARCH & TRAINING INSTITUTE	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>SUFFOLK</u> On <u>6/3/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace JOANNE B. MCDADE NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>12 JUL 2013</u> Jeanne F. Herrick, Attorney			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: 
Date: 6/3/2013

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Data System

CONTRACT PERIOD: March 1, 2013 through February 28, 2014

CONTRACTOR NAME: JSI Research & Training Institute, Inc.
ADDRESS: 44 Farnsworth Street
Boston, MA 02210
President/CEO: Joel Lamstein
TELEPHONE: 617-482-9485

The Contractor shall:

Be responsible for the ongoing operation of the Family Planning Data System (FPDS). The FPDS operation consists of ongoing project management, system availability and maintenance, technical support, system operations, customer service, and report generation. JSI Research & Training Institute, Inc. uses direct staff for the majority of system operations but also uses 3rd party consultants and subcontractors for technical support and system operations.

Key deliverables include:

Project Management

The project manager ensures the consistent and timely management of all activities across multiple organization and is responsible for the following activities:

1. Data Committee Meetings
The Data Committee consists of leadership from each of the ten (10) grantees across the New England region as well as the Regional Consultant from the Title X office. The Data Committee meets bi-monthly (once every two months) or more frequently as required.
2. Vendor management
The project requires the services of a 3rd party vendor (RackSpace, Inc) and one consultant that provide ongoing services for the technical and operational support of the system. Specific responsibilities of these vendors are described later in the work plan. The project manager is responsible for managing the contracts and performance of these vendors.
3. Staff management
Four JSI Research & Training Institute, Inc. staff is assigned to the project on a part time basis ranging from .03 to .64 FTE each. The project manager is responsible for ongoing work assignments and performance reviews of these staff.

System Availability and Maintenance

The 3rd party vendor, RackSpace, Inc, is responsible for the hosting and maintenance of the computer environment that provides the FPDS application. The hosted environment is available for general system usage by the user community (7AM to 7PM, seven day a week) as well as continuous availability to the project technical staff 24x7. Key features of this service include:

1. Maintain a secure data center with Heating, Ventilation and Air Conditioning (HVAC), redundant power and network configurations, fire detection and suppression and security.
2. Maintain web/application, database, report and test servers using Microsoft 2008 Server operating system and Microsoft SQL Server 2008 database.
3. Maintain secure firewall configuration to prevent unauthorized access to servers.
4. Ongoing daily incremental and weekly full backup of database and application.

5. System monitoring ensuring uptime and general availability.
6. Software maintenance including software patches and upgrades for all system applications and operating system.

Technical Support

A JSI Research & Training Institute, Inc. technical resource will provide primary-level technical support. A 3rd party consultant will serve as the secondary resource for technical support services associated with the FPDS application. The FPDS application is generally available 7AM to 7PM, seven days a week. Key features of technical support services provided include:

1. Application and database maintenance. The FPDS application and Microsoft SQL Server database will require review and maintenance to ensure general availability and performance.
2. Enhancement requests. As requested by the data committee and as the budget allows, occasional enhancement requests will be implemented to improve the scope and quality of services offered through the FPDS application.
3. Special requests. System users can periodically submit special requests for access to data, to modify system configurations, or to investigate anomalies in how the system provides data collection, data analysis, and reporting services. Technical staff will investigate these requests and provide feedback to the clients to meet their requirements.

Operations

The FPDS application will be generally available to system users from 7AM to 7PM on a daily basis. During this time, system users submit data to the system and also request data from the system in the form of ad-hoc queries, standard report and custom report requests.

1. Managing system access. JSI Research & Training Institute, Inc. is responsible for managing access to the system through a grantee/project/site/user configuration that ensures secure and appropriate access to the application and associated data.
2. Internet-based data entry. On a monthly basis, family planning sites submit family planning encounter records for processing. Operations staff will ensure site availability and performance for all Internet-based data entry users.
3. PM export file processing. On a monthly basis, agencies submit family planning encounter records from a batch file extracts from their practice management and electronic medical records systems. Operation staff will ensure the timely and accurate processing of these files.
4. Managing data requests. Periodically, system users request assistance with data analysis and reporting needs that is beyond the requestor's skill level or beyond the established capabilities of the FPDS application. JSI Research & Training Institute, Inc. Operation staff will process these requests and provide reports and other information on a best effort basis.

Customer Service

JSI Research & Training Institute, Inc. will maintain a customer service help desk that consists of a help line (617) 385-3993 and an email service (fpdshelpdesk@jsi.com). The help desk serves as the primary point of contact for system users. The help desk is available from 8AM to 5PM on a daily basis and provides 4-hour response to user inquiries.

Training

JSI Research & Training Institute, Inc. provides training to system users when new sites are added to the system, as required to support system enhancements, or an "as requested" basis. User based training includes:

1. File extract creation and processing. JSI Research & Training Institute will provide training on the creation of batch file extracts of family planning encounter records from agency practice management or electronic medical record systems. The extract files are submitted to the Family Planning Data System on a monthly basis.

2. Reporting and data analysis. JSI Research & Training Institute, Inc. will provide training on the availability, creation and usage of reports. Reports are available via the suite of standard, non-standard, basic ad-hoc query, and enhanced ad-hoc query data analysis and reporting tools.

Report Generation

The FPDS application produces a variety of reports on an ongoing basis. JSI Research & Training Institute, Inc. staff ensures the timely availability of these reports as well as their accuracy. Ongoing report availability and distribution includes:

1. Quarterly report generation. At the conclusion of each calendar quarter, JSI Research & Training Institute, Inc. will create reports NH DHHS grantee, as well as any subset of the participating sites in the region. Reports are created and validated then distributed via CD to report users.
2. Family Planning Annual Report. On an annual basis, JSI Research & Training Institute, Inc. will initiate the process to create the annual data reports for all grantees including the NH Department of Health and Human Services (DHHS). The reports are created for submission to the Office of Family Planning. Reports are created and validated, then distributed via DC to report users. The process involves distribution of reports to ten (10) grantees in Region I of the Title X program (New England States).
3. Special Requests. Upon specific needs, JSI Research & Training Institute, Inc. will receive periodic requests for data analysis and report generation in support of grantee.

I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the Maternal and Child Health Section immediately for additional guidance.

NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Family Planning Data System

CONTRACT PERIOD: March 1, 2013 through February 28, 2014

CONTRACTOR NAME: JSI Research & Training Institute, Inc.

ADDRESS: 44 Farnsworth Street
Boston, MA 02210

President/CEO: Joel Lamstein

TELEPHONE: 617-482-9485

Vendor #161611-B001

Job #90080004

Appropriation #05-95-90-902010-5530-102-500734

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

\$12,581 for the provision of ongoing operation and maintenance of the family planning data system, funded from 100% federal funds from Title X Family Planning (CFDA #93.217).

TOTAL: \$12,581

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

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

16. **Insurance:** Select either (1) or (2) below:

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

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

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

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

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

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess, and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence, and.

17. **Renewal**

This agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph I Funding Source(s), to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph I and within the price limitation, and to adjust amounts if needed and justified between Sate Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 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.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

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

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

44 FARNSWORTH ST., BOSTON, MA 02210

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

JSI Research & Training Institute, Inc.
Contractor Name

From: 3/01/2013 through 2/28/2014
Period Covered by this Certification

PATRICIA FAUNCHILD, DIRECTOR, JSI RESEARCH & TRAINING INSTITUTE
Name and Title of Authorized Contractor Representative

Patricia Faunchild
Contractor Representative Signature

6/3/2013
Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Programs (indicate applicable program covered):

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

Contract Period: 3/01/2013 through 2/28/14

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

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

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

Patricia Fairchild DIRECTOR, JSI RESEARCH & TRAINING INSTITUTE
 Contractor Signature Contractor's Representative Title
Patricia Fairchild
JSI Research and Training Institute, Inc. 6/3/2013
 Contractor Name Date

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

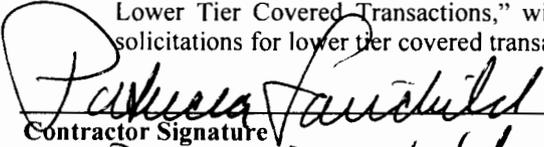
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b.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

Lower Tier Covered Transactions

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

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

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

 Contractor Signature	JSI RESEARCH & TRAINING INSTITUTE Contractor's Representative Title
JSI Research and Training Institute, Inc. Contractor Name	6/3/2013 Date

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Patricia Fairchild DIRECTOR, JSI RESEARCH & TRAINING INSTITUTE
Contractor Signature Contractor's Representative Title

Patricia Fairchild 6/3/2013
JSI Research and Training Institute, Inc. Date
Contractor Name

NH Department of Health and Human Services

STANDARD EXHIBIT H

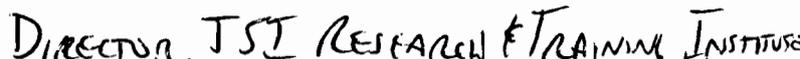
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

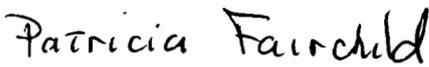
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

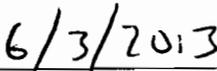
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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


Contractor Signature


Contractor's Representative Title


JSI Research and Training Institute, Inc.
Contractor Name


Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- 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) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall

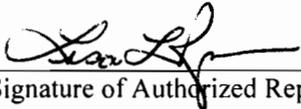
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of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

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

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

DIVISION OF PUBLIC HEALTH SERVICES
The State Agency Name

JSI Research and Training Institute, Inc.
Name of Contractor


Signature of Authorized Representative


Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN
Name of Authorized Representative

PATRICIA FAIRCHILD
Name of Authorized Representative

BUREAU CHIEF
Title of Authorized Representative

DIRECTOR JSI RESEARCH & TRAINING INSTITUTE
Title of Authorized Representative

6-13-13
Date

6/3/2013
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

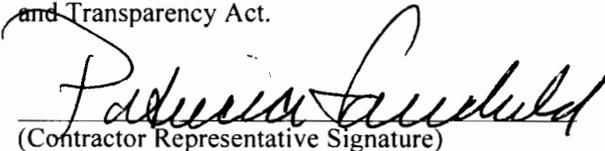
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

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

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

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

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


(Contractor Representative Signature)

PATRICIA FAIRCHILD
DIRECTOR, JSI RESEARCH & TRAINING INSTITUTE
(Authorized Contractor Representative Name & Title)

JSI Research and Training Institute, Inc.
(Contractor Name)

6 / 3 / 2013
(Date)

NH Department of Health and Human Services

STANDARD 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, sub-grants, 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:

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 AND TRAINING INSTITUTE, INC. is a New Hampshire nonprofit corporation formed March 2, 1995. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of June A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

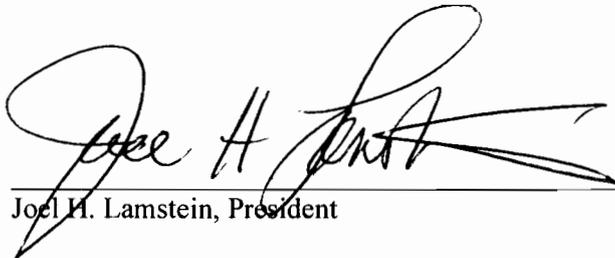
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., do hereby certify that:

1. I am the duly elected President of the JSI Research & Training Institute, Inc.;
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., duly dated October 24, 2008;

RESOLVED: Appointment of Patricia Fairchild as Director of JSI Research & Training Institute, Inc., 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 June 3, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., this 3rd day of June, 2013.



Joel H. Lamstein, President

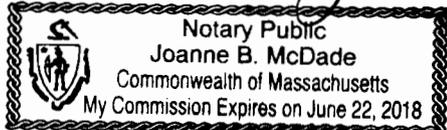
STATE OF Massachusetts

COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 3rd day of June, 2013 by Joel H. Lamstein.



Notary Public/Justice of the Peace
My Commission Expires: June 22, 2018



Notary Public
Joanne B. McDade
Commonwealth of Massachusetts
My Commission Expires on June 22, 2018



INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying statement of financial position of JSI Research and Training Institute, Inc. (a Massachusetts non-profit organization) as of September 30, 2012, and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from JSI Research and Training Institute, Inc.'s 2011 financial statements, and in our report dated April 10, 2012, we expressed an unqualified opinion on those financial statements.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of JSI Research and Training Institute, Inc. as of September 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued a report dated April 9, 2013 on our consideration of JSI Research and Training Institute, Inc.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on

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

Our audit was conducted for the purpose of forming an opinion on the basic financial statements of JSI Research and Training Institute, Inc. taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the 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 basic financial statements taken as a whole.

A handwritten signature in black ink, appearing to read "Thomas J. Foye, CPA". The signature is written in a cursive style with a large initial "T".

Duxbury, Massachusetts
April 9, 2013

JSI Research and Training Institute, Inc.
STATEMENT OF FINANCIAL POSITION
September 30, 2012
(With Comparative Totals for 2011)

	2012	2011
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 34,406,589	\$ 30,376,741
Receivables for program work:		
U.S. Department of Health and Human Services	72,147	82,270
Commonwealth of Massachusetts	653,636	263,550
Other	1,813,913	1,658,434
Field advances - program	379,372	411,461
Employee advances	92,078	73,816
Total Current Assets	37,417,735	32,866,272
Property and Equipment:		
Office furniture and equipment	219,206	219,206
Less: Accumulated depreciation	(219,206)	(213,516)
Net Property and Equipment	-	5,690
Other Assets:		
Deposits	44,015	43,545
TOTAL ASSETS	\$ 37,461,750	\$ 32,915,507
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable and payroll withholdings	\$ 1,857,671	\$ 1,910,386
Accrued vacation	979,051	915,939
Advances for program work:		
U.S. Agency for International Development	1,919,095	2,497,939
U.S. Dept. of Health and Human Services	45,638	18,352
U.S. Dept. of Homeland Security	-	-
Other	18,611,504	16,166,468
Loans payable	484,718	572,193
Contingencies	-	-
Total Current Liabilities	23,897,677	22,081,277
Net Assets:		
Unrestricted	13,564,073	10,834,230
Total Net Assets	13,564,073	10,834,230
TOTAL LIABILITIES AND NET ASSETS	\$ 37,461,750	\$ 32,915,507

See notes to financial statements.

JSI Research and Training Institute, Inc.
STATEMENT OF ACTIVITIES
Year Ended September 30, 2012
(With Comparative Totals for 2011)

	2012	2011
UNRESTRICTED NET ASSETS:		
Public Support and Revenue		
Public Support:		
Government grants and contracts:		
U.S. Government	\$ 109,963,987	\$ 113,359,455
Commonwealth of Massachusetts	4,932,870	4,116,778
Other grants and contracts	30,219,590	28,472,866
Program income	107,143	211,341
Contributions	504,214	1,254,616
In Kind Project Contributions	9,085,542	3,676,017
Interest income	31,542	28,928
Total Unrestricted Support and Revenue	154,844,888	151,120,001
Expenses		
Program Services:		
International programs	127,894,661	125,569,002
Domestic programs	9,524,715	9,499,017
Total Program Services	137,419,376	135,068,019
Supporting Services:		
Management and General	14,695,669	12,832,979
Total Expenses	152,115,045	147,900,998
Increase (Decrease) in Unrestricted Net Assets	2,729,843	3,219,003
Net Assets at Beginning of Year	10,834,230	7,615,227
Net Assets at End of Year	\$ 13,564,073	\$ 10,834,230

See notes to financial statements.

JSI Research and Training Institute, Inc.
STATEMENT OF FINANCIAL POSITION
September 30, 2012
(With Comparative Totals for 2011)

	2012	2011
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 34,406,589	\$ 30,376,741
Receivables for program work:		
U.S. Department of Health and Human Services	72,147	82,270
Commonwealth of Massachusetts	653,636	263,550
Other	1,813,913	1,658,434
Field advances - program	379,372	411,461
Employee advances	92,078	73,816
Total Current Assets	37,417,735	32,866,272
Property and Equipment:		
Office furniture and equipment	219,206	219,206
Less: Accumulated depreciation	(219,206)	(213,516)
Net Property and Equipment	-	5,690
Other Assets:		
Deposits	44,015	43,545
TOTAL ASSETS	\$ 37,461,750	\$ 32,915,507
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable and payroll withholdings	\$ 1,857,671	\$ 1,910,386
Accrued vacation	979,051	915,939
Advances for program work:		
U.S. Agency for International Development	1,919,095	2,497,939
U.S. Dept. of Health and Human Services	45,638	18,352
U.S. Dept. of Homeland Security	-	-
Other	18,611,504	16,166,468
Loans payable	484,718	572,193
Contingencies	-	-
Total Current Liabilities	23,897,677	22,081,277
Net Assets:		
Unrestricted	13,564,073	10,834,230
Total Net Assets	13,564,073	10,834,230
TOTAL LIABILITIES AND NET ASSETS	\$ 37,461,750	\$ 32,915,507

See notes to financial statements.

JSI Research and Training Institute, Inc.
STATEMENT OF ACTIVITIES
Year Ended September 30, 2012
(With Comparative Totals for 2011)

	2012	2011
UNRESTRICTED NET ASSETS:		
Public Support and Revenue		
Public Support:		
Government grants and contracts:		
U.S. Government	\$ 109,963,987	\$ 113,359,455
Commonwealth of Massachusetts	4,932,870	4,116,778
Other grants and contracts	30,219,590	28,472,866
Program income	107,143	211,341
Contributions	504,214	1,254,616
In Kind Project Contributions	9,085,542	3,676,017
Interest income	31,542	28,928
Total Unrestricted Support and Revenue	154,844,888	151,120,001
 Expenses		
Program Services:		
International programs	127,894,661	125,569,002
Domestic programs	9,524,715	9,499,017
Total Program Services	137,419,376	135,068,019
Supporting Services:		
Management and General	14,695,669	12,832,979
Total Expenses	152,115,045	147,900,998
 Increase (Decrease) in Unrestricted Net Assets	 2,729,843	 3,219,003
 Net Assets at Beginning of Year	 10,834,230	 7,615,227
 Net Assets at End of Year	 \$ 13,564,073	 \$ 10,834,230

See notes to financial statements.

JSI Research and Training Institute, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended September 30, 2012
(With Comparative Totals for 2011)

	PROGRAM SERVICES			SUPPORTING SERVICES	TOTAL EXPENSES	
	International Programs	Domestic Programs	Total	Management And General	2012	2011
Salaries	\$ 14,065,428	\$ 4,489,160	\$ 18,554,588	\$ 2,196,852	\$ 20,751,440	\$ 18,451,025
Consultants	8,972,878	2,117,944	11,090,822	30,733	11,121,555	10,650,276
Cooperating National Salaries	17,953,147	-	17,953,147	-	17,953,147	16,063,822
Travel	6,389,747	517,681	6,907,428	175,729	7,083,157	7,514,440
Allowance & Training	3,616,288	4,295	3,620,583	78,037	3,698,620	3,952,796
Sub-contracts	23,667,424	755,435	24,422,859	-	24,422,859	27,144,346
Equipment, Material and Supplies	4,639,368	56,520	4,695,888	74,599	4,770,487	5,561,441
Other Costs	39,504,839	1,583,680	41,088,519	12,134,029	53,222,548	54,880,835
In-kind project expenses	9,085,542	-	9,085,542	-	9,085,542	3,676,017
Depreciation	-	-	-	5,690	5,690	6,000
TOTAL EXPENSE	\$ 127,894,661	\$ 9,524,715	\$ 137,419,376	\$ 14,695,669	\$ 152,115,045	\$ 147,900,998

See notes to financial statements.

JSI Research and Training Institute, Inc.
STATEMENT OF CASH FLOWS
Year Ended September 30, 2012
(With Comparative Totals for 2011)

	<u>2012</u>	<u>2011</u>
Cash Flows From Operating Activities:		
Increase (Decrease) in net assets	\$ 2,729,843	\$ 3,219,003
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	5,690	6,000
(Increase) Decrease in receivables for program work	(535,442)	772,566
(Increase) Decrease in field advances - program	32,089	416,290
(Increase) Decrease in employee advances	(18,262)	(18,773)
(Increase) Decrease in deposits	(470)	(10,845)
Increase (Decrease) in accounts payable and payroll withholdings	(52,715)	389,276
Increase (Decrease) in accrued vacation	63,112	53,564
Increase (Decrease) in advances for program work	<u>1,893,478</u>	<u>3,160,370</u>
Net Cash Provided (Used) By Operating Activities	4,117,323	7,987,451
Cash Flows From Investing Activities:		
Acquisition of property and equipment	<u>-</u>	<u>(2,904)</u>
Net Cash Provided (Used) By Investing Activities	-	(2,904)
Cash Flows From Financing Activities:		
Proceeds from loans payable	603,542	804,124
Payments of loans payable	<u>(691,017)</u>	<u>(634,320)</u>
Net Cash Provided (Used) By Financing Activities	<u>(87,475)</u>	<u>169,804</u>
Net Increase (Decrease) in Cash and Cash Equivalents	4,029,848	8,154,351
Cash and Cash Equivalents at Beginning of Year	<u>30,376,741</u>	<u>22,222,390</u>
Cash and Cash Equivalents at End of Year	<u>\$ 34,406,589</u>	<u>\$ 30,376,741</u>

See notes to financial statements.

JSI Research & Training Institute, Inc. Mission Statement

JSI Research & Training Institute, Inc. is a non-profit organization dedicated to improving the health of individuals and communities in the United States and around the world. Headquartered in Boston, Massachusetts, JSI Research & Training Institute helps build capacity to address critical health problems. Through research, management assistance, and education JSI strives to improve access to and quality of health care.



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$15.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Annual Report

(General Laws, Chapter 180)

Federal Employer Identification Number: 042679824 (must be 9 digits)

Filing for November 1, 2012

In compliance with the requirements of Section 26A of Chapter one hundred and eighty (180) of the General Laws:

1. Exact name of the corporation: JSI RESEARCH AND TRAINING INSTITUTE, INC.

2. Location of its principal office:

No. and Street: 44 FARNSWORTH STREET
City or Town: BOSTON State: MA Zip: 02210 Country: USA

3. DATE OF THE LAST ANNUAL MEETING: (mm/dd/yyyy)
(if none leave blank)

4. State the names and street addresses of all officers, including all the directors of the corporation, and the date on which the term of office of each expires:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	JOEL H. LAMSTEIN	45 PINE CREST RD., NEWTON, MA 02159 USA	Until successors are elected and duly qualified
TREASURER	JOEL H. LAMSTEIN	45 PINE CREST RD., NEWTON, MA 02159 USA	Until successors are elected and duly qualified
DIRECTOR	NORBERT HIRSCHHORN	115 GREENCROFT GARDENS LONDON, NW63PE UK	Until successors are elected and duly qualified
ASSISTANT CLERK	JOANNE MCDADE	10 WALTON STREET BILLERICA, MA 01862 USA	Until successors are elected and duly qualified
DIRECTOR	KENNETH J. OLIVOLA	428 MAIN STREET BREWSTER, MA 02631 USA	Until successors are elected and duly qualified
CLERK	PATRICIA FAIRCHILD	5 CIRCUIT DRIVE WARREN, RI 02908 USA	Until successors are elected and duly qualified
DIRECTOR	PATRICIA FAIRCHILD	5 CIRCUIT DRIVE WARREN, RI 02908 USA	Until successors are elected and duly qualified
DIRECTOR	DAVID E. BLOOM	11 WINTHROP CIRCLE WESTON, MA 02493 USA	Until successors are elected and duly qualified
DIRECTOR	LELAND GOLDBERG	9 DANFORTH LANE NORTON, MA 02766 USA	Until successors are elected and duly qualified
DIRECTOR	CAROLYN HART	5534 18TH ROAD NORTH	Until successors

		ARLINGTON, VA 22205 USA	are elected and duly qualified
DIRECTOR	LOUIS KAPLOW	19 THATCHER STREET, APT. 4 BROOKLINE, MA 02446 USA	Until successors are elected and duly qualified
DIRECTOR	MICHAEL USEEM	352 WOODLEY ROAD MERION STATION, PA 19066 USA	Until successors are elected and duly qualified
DIRECTOR	PAUL OSTERMAN	18 FREDANA ROAD NEWTON, MA 02468 USA	Until successors are elected and duly qualified
DIRECTOR	NANCY TURNBULL	26 FRANCIS STREET BROOKLINE, MA 02446 USA	Until successors are elected and duly qualified
DIRECTOR	JOEL H. LAMSTEIN	45 PINE CREST RD., NEWTON, MA 02159 USA	Until successors are elected and duly qualified

5. Check if the corporation is a cemetery corporation that does NOT hold perpetual care funds in trust. If the corporation is a cemetery corporation that holds perpetual care funds in trust, a copy of the written instrument establishing the trust and any amendments thereto must be attached, and the annual report must be filed by facsimile, mail or in person.

I, the undersigned, JOEL H. LAMSTEIN of the above-named business entity, in compliance with the General Laws, Chapter 180, hereby certify that the above information is true and correct as of the dates shown. IN WITNESS WHEREOF AND UNDER PENALTIES OF PERJURY, I hereto sign my name on this 23 Day of October, 2012.

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name:

JSI Research & Training Institute, Inc.

Name of Bureau/Section:

Division of Public Health Services, Bureau of Population Health & Community Services, Maternal & Child Health Section, Family Planning Data System

BUDGET PERIOD:		SFY 2013	March 1, 2013 - June 30, 2014
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Michael Stelmach, Project Manager	\$160,000	0.60%	\$960.00
Wayne Zafft, Technical Analyst	\$90,000	0.84%	\$756.00
Lori Nichols, Business Analyst	\$70,350	0.14%	\$98.49
Hilary Segar, Administrative Assistant	\$32,000	0.15%	\$47.04
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$1,861.53

BUDGET PERIOD:		SFY 2014	July 1, 2013 - February 28, 2014
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Michael Stelmach, Project Manager	\$160,000	1.20%	\$1,920.00
Wayne Zafft, Technical Analyst	\$90,000	1.68%	\$1,512.00
Lori Nichols, Business Analyst	\$70,350	0.28%	\$196.98
Hilary Segar, Administrative Assistant	\$32,000	0.30%	\$96.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$3,724.98

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

MICHAEL STELMACH

JSI, 44 Farnsworth Street, Boston, Massachusetts 02210 (617) 482-9485

mstelmach@jsi.com

EDUCATION

CLARK UNIVERSITY, WORCESTER, MASSACHUSETTS
MBA, Focus in Operations Management, 1994

WORCESTER STATE COLLEGE, WORCESTER, MASSACHUSETTS
B.S., Major in Business Administration and Computer Science, 1989

EXPERIENCE

JSI, Boston, Massachusetts

Health Information Technology Projects Director, October 2001 to present

Provide health IT consulting services to public and private health sector organizations specifically focused on implementing interoperable clinical data systems and health information exchange networks in order to improve quality of care, patient safety, the cost effectiveness of care delivery, as well as the general availability and accessibility of health and social services to clients.

Illinois Unified System Planning Project

May 2012 to present

Provide project management and technical analysis for the planning and technical design of The Unified System. This system will serve as a data warehouse, data analysis and reporting tool for the 20+ systems that currently support the Illinois Early Childhood agencies and programs. Project deliverables included interviews and focus groups, technical system reviews, governance and collaborative business models, and technical architecture/system design.

Try to Stop QuitLine eReferrals Project

March 2010 to present

Provide technical support for the development and implementation of an eReferral data exchange network. The internet-based system provides data capture, translation, routing and quality control for processing eReferrals between healthcare providers and the centralized QuitLine system. Responsibilities include data analysis, system configuration, system operations and quality control.

Title X Region I Family Planning Data System

October 2001 to present

Technical analyst and project manager responsible for the development, implementation and ongoing management of the Region I Title X Family Planning Data System. The internet-based health information exchange and program registry data warehouse provides client intake, data collection, analysis and reporting capabilities in support of the Title X program for over 250 Family Planning sites across New England. Responsibilities include system management, vendor management, bi-monthly reviews with Executive Committee, and operational, customer service and technical support for the data system on an ongoing basis.

Health Insurance Portability and Accountability Act

October 2001 to present

Serve as corporate resource for HIPAA consulting services. Provide on site consulting for HIPAA compliance efforts and training sessions as required to meet client needs.

AHRQ Health IT Project Monitoring and Reporting

March–May 2010

Serve as a technical resource for monitoring and reporting of the Agency for Healthcare Research and Quality's (AHRQ) Health IT grantees. The project aims to promote and enable information sharing and synergy across projects, disseminate information about the projects themselves (e.g. project focus, types of health IT applications used, challenges and innovations). Findings, tools and other inputs (e.g. publications, surveys) with the health IT community at enable the annual evaluation of the effectiveness of the AHRQ Health IT portfolio's activities.

Connecticut State Health Information Technology Plan

June 2008 to June 2009

Serve as project director for the development of a statewide strategic plan supporting the creation of a statewide regional health information organization (RHIO) and the development of a statewide health information exchange



network. The project involves stakeholder interviews, focus groups, legislative engagement, RHIO formation and the development of plans for 2-4 health information technology pilot projects.

Rhode Island DPH Ryan White HAP Client Level Data Collection System

March 2008 to June 2009

Serve as technical consultant for the development of a data collection and reporting system supporting Ryan White HIV/AIDS Program service providers across the State. The project involves review of guidance from the HIV/AIDS Bureau (HAB), engagement with service providers to review their organizational and technical capacity to meet project requirements, ongoing project meetings with RI DPH leadership, and the development of business and functional requirements of the system. The project also involves the design, development, and implementation of a data exchange utility to support the sharing of personal health information between participating service providers and the Rhode Island Department of Health.

Delaware Health Information Network

September 2006 to June 2009

Serve as quality assurance technical analyst for the system development and implementation of the Delaware Health Information Network (DHIN). The project involves the design, development, and implementation of a data exchange utility to support the sharing of personal health information between participating healthcare organizations. Responsibilities include review and acceptance of all project related documentation, provision of technical assistance to member healthcare organizations, participation in all project meetings, and QA testing of software applications.

California Family Health Council, Centralized Data System

January 2005 to June 2007

Technical analyst and project manager responsible for the implementation and technical support of the Centralized Data System (CDS). The internet-based health information exchange and program registry data warehouse provides data collection, aggregation, analysis, and reporting capabilities in support of the Title X program for over 60 delegate agencies across the state. Responsibilities include organizational assessment, site surveys, requirements gathering, system development, implementation and technical support.

Wyoming Electronic Health Record Study

December 2004 to December 2005

Serve as technical analyst for the Wyoming Electronic Health Record Study. This project is reviewing electronic health record projects at national, regional, and local levels; is reviewing government perspectives on the strategy for developing a national health information network; and is reviewing perspectives of Wyoming healthcare constituents as well as current and planned health information technology (HIT) projects in the State of Wyoming. The goal of the project is the development of a strategic plan that will enable the state to develop a statewide electronic health record.

Maine Bureau of Health

October 2003 to April 2005

Serve as technical analyst for the implementation of the Integrated Public Health Information System (IPHIS). The project involves requirements gathering, technical and business systems assessment, RFP development, vendor review and selection, and vendor oversight throughout the systems development, integration, and implementation process. The system utilizes Public Health Information Network (PHIN) standards and the CDC sponsored National Electronic Disease Surveillance System (NEDSS) as the foundation for the project.

Lighthouse Health Access Alliance

October 2002 to September 2004

Serve as Information Systems Consultant with project management responsibility for the development and implementation of an Integrated Information Systems environment serving Lighthouse members. The members of the Lighthouse collaborative include all of Cape Cod's community based health centers, all the hospitals in the region (4), and a broad array of social service organizations totaling over eighty (80) sites. The project involved technology assessment, strategic plan development, RFP development, vendor engagement and selection, and phased implementation (ongoing) of a series of IT related initiatives in support of the strategic plan.

Belknap-Merrimack Community Action Alliance

April 2002 to March 2004

Quality Assurance Testing Manager responsibility for the implementation of an Internet based Electric Assistance Program/Fuel Assistance Program application. Responsible for convening, facilitating and documenting meetings between system users/testers and the software vendor. Coordinated all testing activities throughout the testing cycle. Following acceptance and resolution of all submissions to the vendor, managed the completion of the quality assurance cycle through implementation of the system in the production environment.

New Hampshire Technology Partnership*October 2001 to December 2003*

Information Systems Consultant responsibility for the development and implementation of an Internet based eligibility screening and care coordination system with "single point of entry" capability for integration with legacy systems. Responsible for vendor engagement, selection, contracting, and ongoing management. Responsible for requirements definition and final approval of engineering design specifications. Responsible for coordinating software development cycle through implementation and application hosting requirements definition and implementation including operational and technical support requirements.

YMCA of Greater Boston, Boston, Massachusetts*Information Systems Consultant, May–October 2001*

Project management responsibility for the design and implementation of Application Service Provider model supporting the YMCA of Greater Boston. This initiative provides membership management, program management, general ledger, and desktop services to subscriber YMCAs. Design responsibilities include organizational (operations, customer service, technical support) as well as technical areas (WAN, AS/400 system configuration and support, application upgrades).

OrderTrust, Lowell, Massachusetts*Vice President, Operations, November 1995 to December 2000*

Provided executive leadership, vision, and strategy for the build out, maintenance, and enhancement of the information systems, operations, and customer service functions. OrderTrust provided supply chain management services for companies doing business over the Internet. Developed and implemented the IS strategy from the ground up, which provided fully redundant and highly-available systems, network, and database environments across a nationwide, dual-site, data processing facility. This effort provides 99.9% infrastructure availability. Recruited and organized database, systems, network, and desktop services teams evolving a team of 25+ engineers with a \$4+ million infrastructure. Built out a 2500 sq. ft. data center including multi-zoned fire detection and suppression, redundant HVAC systems, UPS battery backup with generator, and multiple power distribution units. Performed UPS/generator tests with full systems load on a monthly basis. Responsible for disaster recovery planning and training which included the build-out and support of our secondary facility as well as associated technology.

Medical Center of Central Massachusetts, Worcester, Massachusetts*Manager, Computer Services, April 1991 to November 1995*

Responsible for all aspects of the development and continued operation of a dynamic, multi-site, multi-system technical services/computer operations department. Assisted in the development and implementation of an Information Systems five year strategic plan. Project coordinator for all IS related projects (Microsoft Project). Responsible for AS/400 systems administration including save/restore strategy, licensed program installation and upgrades, performance tuning, and system configuration. Coordinated the development, testing, and maintenance of the Corporate Disaster Recovery Plan.

Commerce Insurance, Webster, Massachusetts*Operations Supervisor, March 1987 to April 1991*

Responsible for development, implementation, and maintenance of all operational procedures and staff performance requirements for a multi-site, multi-system data processing department. Coordinated data center expansion and hardware installation over several phases increasing from two system/150 user base to four system/400 user base. Maintained hardware, operating systems, licensed programs, and network for four IBM AS/400 systems.

WAYNE ZAFFT

JSI, 44 Farnsworth Street, Boston, Massachusetts 02210 (617) 385-3844

wzafft@jsi.com

EDUCATION

MASSACHUSETTS INSTITUTE OF TECHNOLOGY, CAMBRIDGE, MASSACHUSETTS
M.S., Major in Management, 1978

MASSACHUSETTS INSTITUTE OF TECHNOLOGY, CAMBRIDGE, MASSACHUSETTS
B.S., Major in Economics, 1971

EXPERIENCE

JSI, Boston, Massachusetts
April 2001 to present

Region 1 Title X Data System

Technical Support Director, October 2004 to present

Develop and support web-based reporting tools so family planning (FP) agencies can better analyze and administer FP activities. Provide technical and administrative support for sites that enter FP information via the Internet. Help plan project extensions. Responsible for processing Family Planning (FP) encounter data submitted on paper forms, including scanning, verifying and correcting information.

Collaborative HIV/AIDS Data System

Technical Support Consultant, January 2011 to present

Provide technical support to JSI project administrators on development and implementation of The Collaborative HIV/AIDS Data System ("CHADS") to meet HRSA, other federal, and local reporting requirements for the Massachusetts Department of Public Health and the Boston Public Health Commission.

Rhode Island Department of Health Web Query System

Web Interface Developer, March 2010 to present

Design, implement and support the user interface for publically available, web-based query systems for birth and other health-related data for the state of Rhode Island.

Transition Intervention Project

Case Tracker Database Manager, April 2001 to June 2006

Responsible for collecting, validating and reporting case management information for the Massachusetts component of a national Centers for Disease Control Corrections Demonstration Project involving criminal offenders with HIV/AIDS. Provided software documentation, training and problem resolution for case managers. Provided general technical support for project administrators. Designed and implemented regular and ad hoc reports for project management.

iMoneyNet, Inc., Westborough, Massachusetts

1998 to present

Design, develop and support computer programs for subscription fulfillment for business publisher. Developed and maintain the interface program between subscription and accounting functions. Provide documentation, training and problem resolution for program users. Convert external information for internal use. Consult on technical matters that relate to current and planned fulfillment activities.

Publishers Software Systems, Inc., Westwood, Massachusetts

1986 to present

President of a company that develops and supports subscription fulfillment software for periodical publishers. This software has been used by 50 publishers in the United States and the United Kingdom.

Scribe Data Systems, Inc., Cambridge, Massachusetts

Director of Customer Support, 1979 to 1986



Sloan Management Review, Cambridge, Massachusetts
Editor, 1977–78

National Bureau of Economic Research, Cambridge, Massachusetts
Senior Technical Writer, 1972–76

EDUCOM, Boston, Massachusetts
Production manager, 1970–72

COMMUNITY ACTIVITIES

Ecumenical Community Food Pantry of Norwood Inc., Norwood, Massachusetts
President, April 2002 to March 2004
Vice President, April 2000 to March 2002
Grant Writer, 1998–2008
Purchasing agent, 2010 to present
Service delivery volunteer, 1994 to present

Norfolk County Conservation District, Walpole, Massachusetts
Treasurer, 1999–2009
Supervisor, 1993–2009

Rotary Club of Norwood, Inc., Norwood, Massachusetts
Treasurer, July 2004 to present
Member, July 2002 to present

LORI P. NICHOLS

JSI, 1725 Blake Street, Suite 400, Denver, Colorado 80202 (303) 262-4300

lnichols@jsi.com

EDUCATION

UNIVERSITY OF CONNECTICUT / HEALTHCARE INFORMATION MANAGEMENT SYSTEMS SOCIETY
Certificate in Health Information Technology, 2007

UNIVERSITY OF COLORADO HEALTH SCIENCES CENTER, DENVER, COLORADO
Masters of Science in Public Health, 2006

NORTHWESTERN UNIVERSITY, EVANSTON, ILLINOIS
Bachelor of Science in Psychology, 1997 – Magna Cum Laude

EXPERIENCE

JSI, Denver, Colorado

Health Information Technology Projects Coordinator, March 2006 to present

Primary responsibilities include providing analysis and project management services for various client engagements. Recent activities include monitoring of health information technology projects, conducting work flow efficiency assessments, developing and executing survey and interview instruments, and data analysis for capacity and needs assessments. Clients have included community health centers (CHCs), critical access hospitals (CAHs), rural health clinics, state health departments and federal agencies.

Selected projects

Health Information Technology Project Monitoring and Reporting, National Resource Center (NRC), Agency for Healthcare Research and Quality, 2009 to present

Currently serving as a Grantee Analyst for the Agency for Healthcare Research and Quality (AHRQ) National Resource Center (NRC). Responsibilities include reviewing quarterly reports submitted by grantees; conducting quarterly discussions with grantees to ensure project progress and clarify any issues found in quarterly reports; reviewing and categorizing new health IT grants and contracts; generating project profiles for new grants and contracts; and updating current project profiles with outputs as they are produced. Future activities will include disseminating the project outputs when appropriate through existing health IT tools on the NRC website.

Patient Access and Retention, Peak Vista Community Health Center (2010)

Identified potential causes of patient attrition, particularly within the Medicaid, State Children's Health Insurance Program and Medicaid payer groups, and recommended potential strategies to reduce attrition. This work was informed by on-site visits, patient record reviews, patient surveys and analysis of attrition data. A set of recommendations was developed to address barriers to member retention, while upholding Peak Vista's mission and commitment to foster hospitality throughout the organization.

Clinic Efficiency and Redesign, Summit County Community Clinic, 2009–2010

As a pre-cursor to prepare for strategic planning for the health information technology needs of the organization, collaborated with an expert in patient visit redesign to identify opportunities to increase capacity and efficiency across the clinic.

Health Information Exchange Evaluation Plan, Delaware Health Information Network, 2009

Worked with Delaware stakeholders to identify potential evaluation metrics that would assess the benefits, challenges and limitations of the DHIN in its current state. The planning phase serves to inform an evaluation project plan for the DHIN to be executed over a two year time period. For each metric, the plan outlines the definition and the hypotheses being tested, a brief description of the evaluation methodology, and potential methodological considerations.

Health IT Assessment and Work Flow Analysis, North Dakota Center for Rural Health, 2009

Assisted the North Dakota Center for Rural Health in evaluating the impact of EMR implementation on data and work flow processes within 3 rural health care organizations. Site visits and key informant interviews informed the following products: 1) An assessment of the effectiveness of the EHR implementation within each participating organization, 2) A set of recommendations for improving the flow of data within each organization and helping to effectively plan for future HIT implementation, and 3) The identification of cross-cutting issues for the Center to utilize in promoting further EHR adoption within other rural health care organizations in North Dakota, and lessons learned.

Health Information Exchange Strategic Plan for the State of Connecticut, 2008–2009

Provided research support in the form of stakeholder interviews, focus groups and literature reviews to inform a state-wide plan to exchange electronic health information across Connecticut. Deliverables included a review of existing HIE initiatives operating in Connecticut as well as summary of perceived challenges and barriers to implementing an electronic health information exchange.

Infertility Prevention Project (IPP), Region 8 (2007-2009)

Managed the CDC-funded infrastructure component of the IPP project in Region 8, which includes Colorado, Wyoming, Utah, North Dakota, South Dakota and Montana. Responsibilities included evaluation of regional data, convening of semi-annual trainings and facilitating meetings among the regional advisory committee as well as subcommittees of the STD, Family Planning, and Laboratory staff.

Healthy Connections Capacity Building Initiative, Colorado Health Foundation, 2007–2008

Conducted assessments around the capacity of health care provider organizations serving low income, high risk populations to provide high quality services through the evaluation, adoption and implementation of HIT. The outputs from these assessments included the development of short-term, mid-term and longer-term capacity-building recommendations to promote technology driven quality improvement programs.

Health IT Strategic Plan and Technical Assistance Center Recommendations, HRSA Office of Health Information Technology (OHIT), 2006–2007

Conducted key information interviews to inform the 5-year Strategic Plan for the OHIT. Also served as a liaison between OHIT and its grantees by providing logistical oversight and content development for 2 regional Electronic Health Record workshops available to OHIT grantees.

Health IT Readiness Assessment, High Plains Community Health Center, 2006

Completed an HIT readiness assessment for High Plains CHC, which took into consideration the clinical, operational, and financial needs related to a potential practice management and electronic medical records (EMR) system implementation. Facilitated discussions around functional requirements and coordinated development of an RFP to select an appropriate system.

Public Safety Consultants, Boulder, Colorado

Project Coordinator/Consulting Associate, April 2004 to March 2006

Coordinated request for proposal (RFP) responses, project contract, deliverables, budgets, and timelines for the Boulder Rural Fire Protection District, Greater Eagle Fire Protection District, Boulder County Fire Fighters Political Action Committee and the Colorado State Fire Chiefs' Association.

The University of Colorado Health Sciences Center, Denver, Colorado

Research Associate, August 2002 to May 2003

Conducted data tracking and served as community liaison for the CONCORD and Patterns of Care Studies, two CDC-sponsored cancer surveillance studies, which compared survival and treatment data on breast, prostate and colorectal cancers between the U.S. and Europe. Coordinated state-wide medical record abstraction in accordance with Health Insurance Portability and Accountability Act (HIPAA) guidelines

Evanston Northwestern Healthcare, Evanston, Illinois

Clinical Research Associate, May 1999 to May 2001

Managed over 200 participants among 4 national chemo-prevention clinical trials, which included S.T.A.R. (Study of Tamoxifen and Raloxifene), B.C.P.T. (Breast Cancer Prevention Trial), P.C.P.T. (Prostate Cancer Prevention Trial) and S.E.L.E.F. (Selenium and Vitamin E Cancer Prevention Trial).

PUBLICATIONS

“Diabetes, minor depression and health care utilization and expenditures: a retrospective database study”, *Cost Resource Allocation*, April, 2007.

Schwartz Center for Compassionate Healthcare, Boston, Massachusetts

Intern, September–December 2010

Worked with the development team to submit grant proposals and researched corporations and foundations for potential funding opportunities. Prepared descriptions and display materials for the silent auction as part of an annual dinner event with 1,800 attendees. Responded to article reprint requests from medical institutions and regularly updated multiple databases.

Shields Health Care Group, Wellesley, Dorchester & Newton, Massachusetts

Clinical Secretary, Summers 2007–2010

Screened patients prior to MRI exams in order to review medical history, receive consent, review the HIPAA privacy policy, and help ensure safety. Managed the daily patient schedule, organization of medical records, and answering the phones.

La Cruz Roja Mexicana (The Mexican Red Cross), Cuernavaca, Morelos, Mexico

Medical Intern, Winter 2009

Learned and practiced using medical terminology and vocabulary in Spanish, shadowed doctors, observed consultations with patients, and helped provide basic care.

Union College Leadership in Diversity Council, Schenectady, New York

Spanish Club Representative, Fall 2009 to June 2010

Promoted and organized events and activities on campus to support great multicultural enrichment and fellowship amongst a diverse campus constituency.

Union College Spanish Club, Schenectady, New York

Club Secretary & Member, Academic Years 2006–2010

Organized and participated in weekly lunches with students and professors to refine language skills and advertised club events to promote awareness of the Spanish culture and language around campus.

The Park School, Brookline, Massachusetts

Camp Counselor, Summers 2002–2006

Led a group of elementary school children through a daily schedule of camp activities while ensuring their safety and well-being. Corresponded with participants' parents in order to attend to the specific needs of individual children.

PUBLICATIONS

“Our Distant Neighbor: The Social Stigma and Stereotyping of Mexico in the U.S.” Honors Sociology Thesis, Union College, 2010.

“Genocide, Yes, On Our Watch” & “Combating Slavery through Non-Governmental Organizations.” In *Human Rights and Wrongs: Articles on Human Rights*, Union College, 2008.

HONORS | AWARDS

Union College, Dean's List, 2008, 2009, 2010

Sigma Delta Pi Spanish Honor Society

Noble & Greenough School, The Davis Cup for Sportsmanship

LANGUAGE SKILLS

Spanish, spoken and written

COMPUTER SKILLS

Microsoft Office, SPSS, Raiser's Edge, Adobe Photoshop & SurveyMonkey.



Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: JSI Research Research and Training Institute, Inc.

Budget Request for: Family Planning Data System
(Name of RFP)

Budget Period: March 1, 2013 to February 28, 2014

Line Item	Direct Incremental	Indirect Fixed	TOTAL	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 5,587.00	\$ -	\$ 5,587.00	
2. Employee Benefits	\$ 2,123.06	\$ -	\$ 2,123.06	
3. Consultants	\$ 399.99	\$ -	\$ 399.99	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 2,149.98	\$ -	\$ 2,149.98	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 279.35	\$ -	\$ 279.35	
6. Travel	\$ 71.00	\$ -	\$ 71.00	
7. Occupancy	\$ 558.70	\$ -	\$ 558.70	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 134.09	\$ -	\$ 134.09	
Postage	\$ 134.09	\$ -	\$ 134.09	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Information Systems (indirect)	\$ -	\$ 343.12	\$ 343.12	Indirect costs: Information systems (3% of total direct budget); human resources (2% of total direct budget); general administration (2% of total direct budget); payroll & accounting (3% of total direct budget)
Human Resources (indirect)	\$ -	\$ 228.75	\$ 228.75	
General Administration (indirect)	\$ -	\$ 228.75	\$ 228.75	
Payroll & Accounting (indirect)	\$ -	\$ 343.12	\$ 343.12	
TOTAL	\$ 11,437.26	\$ 1,143.74	\$ 12,581.00	

Indirect As A Percent of Direct

#DIV/0!