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

Lori A. Shibanette
Commissioner

Lisa M. Morris
Director

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February 20, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing **sole source** agreement with JSI Research and Training Institute, Inc., d/b/a Community Health Institute (Vendor #161611-B001), 501 South Street, 2nd floor, Bow, NH 03304, to increase chronic disease prevention and management evidence-based programs training to medical, behavioral health and public health professionals; and to promote the programs to citizens of New Hampshire, by increasing the price limitation by \$240,000 from \$540,000 to \$780,000, with no change to the contract completion date of June 29, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

The contract was originally approved by the Governor and Executive Council on April 17, 2019, item #22.

Funds are available in the following accounts in State Fiscal Year 2020 with authority to adjust amounts within the price limitation if needed and justified.

05-95-90-902010-12270000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY HEALTH AND HEALTH SERVICES, COMBINED CHRONIC DISEASE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prgm Svc	90017003	\$75,000	\$0	\$75,000
2020	102-500731	Contracts for Prgm Svc	90017003	\$75,000	\$0	\$75,000
			<i>Subtotal</i>	\$150,000	\$0	\$150,000

05-95-90-902010-12270000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, COMBINED CHRONIC DISEASE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prgm Svc	90017002	\$95,000	\$0	\$95,000
2020	102-500731	Contracts for Prgm Svc	90017002	\$95,000	\$95,000	\$190,000
			<i>Subtotal</i>	\$190,000	\$95,000	\$285,000

05-95-90-902010-70460000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, ARTHRITIS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prgm Svc	90017717	\$70,000	\$0	\$70,000
2020	102-500731	Contracts for Prgm Svc	90017717	\$70,000	\$70,000	\$140,000
			<i>Subtotal</i>	<i>\$140,000</i>	<i>\$70,000</i>	<i>\$210,000</i>

05-95-90-902010-56590000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, COMPREHENSIVE CANCER

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prgm Svc	90080083	\$15,000	\$0	\$15,000
2020	102-500731	Contracts for Prgm Svc	90080083	\$15,000	\$60,000	\$75,000
			<i>Subtotal</i>	<i>\$30,000</i>	<i>\$60,000</i>	<i>\$90,000</i>

05-95-90-902010-56590000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, COMPREHENSIVE CANCER

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prgm Svc	90080081	\$15,000	\$0	\$15,000
2020	102-500731	Contracts for Prgm Svc	90080081	\$15,000	\$15,000	\$30,000
			<i>Subtotal</i>	<i>\$30,000</i>	<i>\$15,000</i>	<i>\$45,000</i>
			TOTAL	\$540,000	\$240,000	\$780,000

EXPLANATION

This request is **sole source** because the original contract with JSI Research and Training Institute, Inc., d/b/a Community Health Institute (CHI), approved by the Governor and Executive Council on April 17, 2019 (item #22), was sole source. The original contract was sole source to continue to build upon work previously completed by the Contractor under three (3) Centers for Disease Control and Prevention (CDC) grants to reach healthcare professionals with training, promotion, and implementation of interventions related to prevention and management of chronic disease.

The purpose of this request is to continue, and expand upon, increasing chronic disease prevention and management services. This includes providing additional logistical support to the Department to conduct awareness campaigns to educate individuals on the availability of services through the Breast and Cervical Cancer program, increase human papillomavirus (HPV) vaccination completion rates and increase enrollment in the National Diabetes Prevention Program. Additionally, the Contractor will provide additional community engagement efforts for individuals with arthritis to increase participation in arthritis appropriate physical activity programs.

The Contractor contributes to the ongoing development of statewide capacity to prevent and manage chronic diseases by providing trainings, professional education, and meetings targeted to community programs, healthcare providers, medical team members and public health professionals. Training and other activities will continue to promote the benefits of care teams referring patients to quality community programs and resources; allowing patients to easily follow provider guidance and take charge of their own health.

Activities provided through this amendment include coordinating an additional seven (7) training events for medical providers, healthcare team members, certified diabetes educators, pharmacists, lifestyle coaches, behavioral health providers and professionals serving those with disabilities. The Contractor will ensure a minimum of five (5) of the new trainings meet Continuing Education Unit (CEU) requirements, and will submit applications for CEUs on behalf of more than 500 professionals in attendance.

JSI Research and Training Institute, Inc. is providing professional training, statewide convening and information gathering to achieve the performance measures outlined in the diabetes, heart disease, arthritis and cancer cooperative agreements. This amendment adds the following new Performance Measures:

- Five percent (5%) annual increase in referrals and enrollment in the Breast and Cervical Cancer Program;
- Ten percent (10%) increase in HPV vaccination completion rates in a target area of the State;
- Ten percent (10%) annual increase in enrollment in the National Diabetes Prevention Program;
- A decrease, or no increase, in the baseline data percentage of adults diagnosed with arthritis;
- Continuing Education Unit (CEU) documentation provided to one hundred percent (100%) of training participants and completed in accordance with credentialing body regulations;
- Increased enrollment in National Diabetes Prevention Programs;
- Training evaluations distributed to one hundred percent (100%) of training participants;
- Improvement in the quality of life for cancer survivors; and
- Assisting the Department Evaluator one hundred percent (100%) of the time with ongoing evaluation of continuing education material.

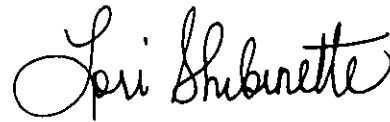
Should the Governor and Executive Council not authorize this request, the Department may be unable to educate New Hampshire healthcare professionals on available cancer screenings, diabetes prevention programs and arthritis appropriate physical activity programs. Prevention services help individuals maintain their health and allow for early diagnoses of diseases, which reduces medical costs and promotes good quality of living.

Area served: Statewide

Source of Funds: 100% Federal Funds from the US Department of Health and Human Services (US DHHS), Centers for Disease Control and Prevention (CDC), Prevention and Management of Diabetes and Heart Disease in New Hampshire, Catalog of Federal and Domestic Assistance (CFDA) #93.426, Federal Award Identification Number (FAIN) NU58DP006515; US DHHS, CDC, New Hampshire Public Health Approaches to Addressing Arthritis, CFDA #93.945, FAIN NU58DP006448 and US DHHS, CDC, New Hampshire Breast & Cervical Cancer, Comprehensive Cancer & Cancer Registry Programs, CFDA #93.898, FAIN NU58DP006298.

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

Respectfully submitted,

A handwritten signature in black ink that reads "Lori Shibinette". The signature is written in a cursive style with a large, looping initial "L".

Lori A. Shibinette
Commissioner

**New Hampshire Department of Health and Human Services
Professional Education and Promotion to Prevent and Manage
Diabetes, Heart Disease, Arthritis and Cancer**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Professional Education and Promotion to Prevent and Manage
Diabetes, Heart Disease, Arthritis and Cancer Contract**

This 1st Amendment to the Professional Education and Promotion to Prevent and Manage Diabetes, Heart Disease, Arthritis and Cancer contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and JSI Research & Training Institute, Inc., d/b/a Community Health Institute (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 501 South Street, 2nd Floor, Bow, NH 03304.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 17, 2019, (Item 22), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$780,000.
2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A - Amendment #1, Scope of Services.
3. Exhibit B, Method and Conditions Precedent to Payment, Section 4.1. to read:
 - 4.1. Payment shall be made on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved budget line items as specified in Exhibits:
 - 4.1.1. B-1 Budget,
 - 4.1.2. B-2 Budget,
 - 4.1.3. B-3 Budget,
 - 4.1.4. B-4 Budget
 - 4.1.5. B-5 Budget,
 - 4.1.6. B-6 Budget,
 - 4.1.7. B-7 Budget,
 - 4.1.8. B-8 Budget,
 - 4.1.9. B-9 Budget,
 - 4.1.10. B-10 Budget,
 - 4.1.11. B-11 Budget – Amendment #1,
 - 4.1.12. B-12 Budget – Amendment #1,

**New Hampshire Department of Health and Human Services
Professional Education and Promotion to Prevent and Manage
Diabetes, Heart Disease, Arthritis and Cancer**



- 4.1.13. B-13 Budget – Amendment #1, and
- 4.1.14. B-14 Budget – Amendment #1.
- 4. Add Exhibit B-11 Budget – Amendment #1.
- 5. Add Exhibit B-12 Budget – Amendment #1.
- 6. Add Exhibit B-13 Budget – Amendment #1.
- 7. Add Exhibit B-14 Budget – Amendment #1.

New Hampshire Department of Health and Human Services
Professional Education and Promotion to Prevent and Manage
Diabetes, Heart Disease, Arthritis and Cancer

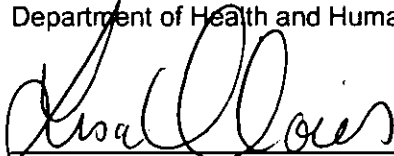


This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/18/20
Date



Lisa Morris
Director

JSI d/b/a Community Health Institute


2/13/20
Date



Name: Katherine Robert
Title: Regional Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 2/13/20, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.



Signature of Notary Public or Justice of the Peace

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

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

My Commission Expires: _____

New Hampshire Department of Health and Human Services
Professional Education and Promotion to Prevent and Manage
Diabetes, Heart Disease, Arthritis and Cancer



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

OFFICE OF THE ATTORNEY GENERAL

2/25/2020
Date

Will Rubin
Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Sub-recipient in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services for the following targeted populations:
 - 1.4.1. Medical providers;
 - 1.4.2. Healthcare team members;
 - 1.4.3. National Diabetes Prevention Program (NDPP) lifestyle coaches;
 - 1.4.4. Members of the Diabetes Prevention Advisory Group;
 - 1.4.5. Pharmacists; and
 - 1.4.6. Behavioral healthcare providers and professionals.

2. Scope of Services

- 2.1. The Contractor shall ensure all services provided under this Agreement are in accordance with the following goals and strategies, as applicable:
 - 2.1.1. Improving access to and participation in American Diabetes Association (ADA) and American Association of Diabetes Educators (ADDE) accredited Diabetes Self-Management Education and Support (DSMES) programs in underserved areas;
 - 2.1.2. Increasing engagement of pharmacists in the provision of medication therapy management;
 - 2.1.3. Assisting health care organizations in implementing systems to identify people with prediabetes and referring them to National Diabetes Prevention Programs for type two (2) diabetes prevention;
 - 2.1.4. Promoting the adoption of evidence-based quality measurement at the provider level;
 - 2.1.5. Facilitating the use of self-measured blood pressure monitoring tied with clinical support among adults with hypertension; and



Exhibit A – Amendment #1

- 2.1.6. Implementing systems to facilitate systematic referral of adults with hypertension and/or high blood cholesterol to community programs and resources approved by the Centers for Disease Control (CDC).
- 2.2. The Contractor shall attend an initial in-person "kick-off" meeting at the Department within ten (10) business days of the contract effective date as well as in-person "kick-off" meetings within ten (10) days of the effective date of any Amendments to this Agreement.
- 2.3. The Contractor shall conduct a statewide Community Health Worker (CHW) needs assessment, with input from the Department and other appropriate stakeholders.
- 2.4. The Contractor shall participate in monthly in-person or conference call meetings with the Department to review and discuss project development and implementation, including, but not limited to:
 - 2.4.1. Activities;
 - 2.4.2. Trainings;
 - 2.4.3. Interventions;
 - 2.4.4. Challenges;
 - 2.4.5. Progress; and
 - 2.4.6. Funding.
- 2.5. **Diabetes and Heart Disease**
 - 2.5.1. The Contractor shall coordinate a minimum of:
 - 2.5.1.1. Four (4) training events for medical providers and healthcare team members;
 - 2.5.1.2. Two (2) training events for certified diabetes educators and Diabetes Self-Management Education and Support (DSMES) program staff;
 - 2.5.1.3. Two (2) training events for pharmacists;
 - 2.5.1.4. Two (2) training and/or networking opportunities for NDPP lifestyle coaches and the Diabetes Prevention Advisory Group; and
 - 2.5.1.5. One (1) training event for behavioral healthcare providers and/or professionals serving adults with disabilities.
 - 2.5.2. The Contractor shall receive Department approval for all virtual or online trainings or networking opportunities utilized.
 - 2.5.3. The Contractor may hire expert consultants to provide technical assistance to organizations that desire to implement any of the evidence-based strategies.



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- 2.5.4. The Contractor shall provide logistical support to the Department to conduct an awareness campaign to increase enrollment in NDPP in target areas of the state. Logistical support activities include, but are not limited to:
- 2.5.4.1. Development of a plan for education activities.
 - 2.5.4.2. Educational materials.
 - 2.5.4.3. Educational events.
- 2.5.5. The Contractor shall utilize pre-existing materials from the Centers for Disease Control and Prevention, and/or from the 2018 prediabetes media campaign if possible.
- 2.5.6. The Contractor shall process metrics and post-buy awareness analysis to incorporate a quality improvement cycle to assess and adjust the campaign tactics.
- 2.5.7. The Contractor shall negotiate media placement rates, request invoices from media vendors and pay for media buys
- 2.5.8. The Contractor shall determine media channels in collaboration with the Department

2.6. Arthritis

- 2.6.1. The Contractor shall coordinate and facilitate a minimum of ten (10) arthritis community engagement sessions for the purpose of coordinating planning efforts for the arthritis program. Community engagement sessions shall include but are not limited to:
- 2.6.1.1. Focus groups.
 - 2.6.1.2. Distribution and collection of patient surveys.
 - 2.6.1.3. Distribution and collection of provider survey.
 - 2.6.1.4. Key stakeholder interviews.
- 2.6.2. The Contractor shall provide logistical support to the Department to conduct five (5) healthcare provider trainings that meet Continuing Education Unit (CEU) requirements, as identified in 2.8.1 below.
- 2.6.3. The Contractor shall submit applications for CEUs to appropriate credentialing bodies on behalf of training attendees.
- 2.6.4. The Contractor shall provide CEU completion documentation to all attendees in accordance with credentialing body regulations.



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2.6.5. The Contractor shall provide health care providers with consultation services and technical support on the benefits and referral processes of the Walk With Ease (WWE) program and NDPPs.

2.6.6. The Contractor shall obtain Department approval for:

- 2.6.6.1. Training opportunity location;
- 2.6.6.2. Training session scheduling;
- 2.6.6.3. Training promotion;
- 2.6.6.4. Contractor identified trainer(s);
- 2.6.6.5. Training materials and handouts; and
- 2.6.6.6. Training session evaluations and survey materials;

2.7. Cancer

2.7.1. The Contractor shall organize and facilitate a full-day Chronic Disease Prevention and Screening Population Health Conference in April, May or June each year of the contract period, in conjunction with the Chronic Disease Prevention and Screening Section (CDPSS). The Contractor shall:

- 2.7.1.1. Secure a conference venue;
- 2.7.1.2. Provide subject matter experts for plenary presentations, panels, and to lead breakout sessions;
- 2.7.1.3. Develop the conference agenda collaboratively with CDPSS;
- 2.7.1.4. Ensure all audio/visual needs are met;
- 2.7.1.5. Disseminate information about the conference, including the agenda;
- 2.7.1.6. Collect conference reservations;
- 2.7.1.7. Identify and organize up to thirty (30) volunteer Exhibitors;
- 2.7.1.8. Develop, disseminate and collect evaluations for all sessions, including but not limited to a conference evaluation;
- 2.7.1.9. Promote the conference to contacts provided by the CDPSS and collect RSVPs;
- 2.7.1.10. Provide technical assistance and conference facilitation; and
- 2.7.1.11. Provide note-takers at the conference.

2.7.2. The Contractor shall conduct awareness campaigns for the cancer program, with oversight from the Department, for the purposes of:

- 2.7.2.1. Educating individuals in target areas of the State on the availability of services through the Breast and Cervical Cancer Program; and



Exhibit A – Amendment #1

- 2.7.2.2. Increasing Human Papillomavirus (HPV) vaccination completion rates in a target area of the State.
 - 2.7.3. The Contractor shall provide logistical support activities to the Department, upon approval by the Department, to support the cancer program awareness campaigns. Logistical support activities include, but are not limited to:
 - 2.7.3.1. Development of a plan for education activities.
 - 2.7.3.2. Educational materials.
 - 2.7.3.3. Educational events.
 - 2.7.4. The Contractor shall monitor and refine the activities for the cancer program awareness campaigns that includes, but is not limited to:
 - 2.7.4.1. Tracking campaign progress for delivery, spend and placement performance, engagement and attribution modeling;
 - 2.7.4.2. Conducting regular A/B testing to assess the response/engagement of intended audience in order to optimize campaign awareness;
 - 2.7.4.3. Gathering audience insights via focus groups on developed material;
 - 2.7.4.4. Ongoing evaluation; and
 - 2.7.4.5. Processing metrics and post-buy awareness analysis to incorporate a quality improvement cycle to assess and adjust the campaign tactics.
 - 2.7.5. The Contractor shall submit evaluation data from the Breast and Cervical Cancer Program and HPV awareness campaigns to the Department at the following intervals:
 - 2.7.5.1. One (1) month post campaign launch, and
 - 2.7.5.2. Quarterly or at campaign cycles.
 - 2.7.6. The Contractor shall coordinate a minimum of two (2) training events for medical providers and healthcare team members that will include, but is not limited to submitting training participants' applications for CEUs to appropriate credentialing bodies.
 - 2.7.7. The Contractor shall develop patient surveys in consultation with the Department.
 - 2.7.8. The Contractor shall facilitate the distribution and collection of patient surveys.
 - 2.7.9. The Contractor shall coordinate the evaluation of cancer related legislation.
- 2.8. Support for Diabetes, Heart Disease, Cancer and Arthritis**
- 2.8.1. The Contractor shall:
 - 2.8.1.1. Provide speakers and/or trainers who possess the appropriate subject matter expertise required for trainings scheduled by the Department;



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- 2.8.1.2. Provide logistical support to the speakers and/or trainers for the scheduled trainings;
 - 2.8.1.3. Coordinate event planning committees at the discretion of the Department to assist in the implementation of services required under this Agreement.
 - 2.8.1.4. Disseminate registration information and collect attendee registration fees;
 - 2.8.1.5. Develop registration and evaluation questions;
 - 2.8.1.6. Compile and evaluate registration and evaluation responses;
 - 2.8.1.7. Improve the quality of trainings as needed, and develop content for future trainings, utilizing the responses to registrations and evaluation questions.
 - 2.8.1.8. Secure appropriate venues for trainings;
 - 2.8.1.9. Provide appropriate meeting space and audiovisual equipment;
 - 2.8.1.10. Provide refreshments within United States Office of Management and Budget guidelines;
 - 2.8.1.11. Provide sufficient staff to manage trainings;
 - 2.8.1.12. Promote trainings to appropriate audiences;
 - 2.8.1.13. Provide continuing education units to training participants and assist with meeting the requirements of the appropriate accrediting body;
 - 2.8.1.14. Identify and secure Exhibitors to sponsor training activities and purchase vendor space; and
 - 2.8.1.15. Provide training materials and handouts.
- 2.8.2. The Contractor shall assist the Department Evaluator with ongoing evaluation of continuing education material and the collection of attendee information, which includes but is not limited to:
- 2.8.2.1. Professional license type;
 - 2.8.2.2. Specialty;
 - 2.8.2.3. Number of years in practice;
 - 2.8.2.4. Estimated percentage of patients with arthritis; and
 - 2.8.2.5. Average patient volume.



3. Reporting and Deliverables

- 3.1. The Contractor shall provide a work plan for year one (1) on the contract period to the Department within thirty (30) days of the initial "kick-off" meeting, and a work plan for year two (2) of the contract period no later than thirty (30) days prior to the end of year one (1) which shall include, but is not limited to:
 - 3.1.1. A plan to meet each obligation under this Agreement; and
 - 3.1.2. An estimated timeline.
- 3.2. The Contractor shall submit an updated work plan that includes baseline and target numbers to the Department within thirty (30) days of the required kick-off meeting following the contract effective date and any amendments to this Agreement.
- 3.3. The Contractor shall deliver the plan for the free breast and cervical cancer screening program's awareness campaigns to the Department within ninety (90) days of the contract amendment effective date.
- 3.4. The Contractor shall submit all cancer program awareness campaign materials, as required under this agreement, to the Department for approval prior to distribution.
- 3.5. The Contractor shall submit evaluation data from the Breast and Cervical Cancer Program and HPV awareness campaigns to the Department at the following intervals:
 - 3.5.1. One (1) month post campaign launch, and
 - 3.5.2. Quarterly or at campaign cycles.
- 3.6. The Contractor shall submit quarterly reports, approved by the Department, within thirty (30) days of the end of each quarter that shall include, but are not limited to:
 - 3.6.1. Brief narrative of the work performed during the reporting period;
 - 3.6.2. Summary of work plans for the upcoming quarter including challenges and/or barriers to completing the requirements of this Agreement;
 - 3.6.3. Documented achievements;
 - 3.6.4. Progress made toward meeting the performance measures; and
 - 3.6.5. Recommendations for project improvement.
- 3.7. The Contractor shall submit a report on information collected from the Chronic Disease Prevention and Screening Population Health Conference evaluations to the Department by June 15th annually.
- 3.8. The Contractor shall provide an annual report of information collected from all trainings to the Department by June 15th annually.
- 3.9. The Contractor shall provide a report on the Sugary Drink Workgroup strategic planning meeting outcomes to the Department by June 15th annually.



Exhibit A – Amendment #1

- 3.10. The Contractor shall provide a written report of the results of the CHW needs assessment to the Department by June 15th annually.
- 3.11. The Contractor shall ensure all meetings, trainings, conferences and other obligations are delivered in accordance with Section 2. Scope of Services of this agreement and in accordance with developed work plans required under this agreement.
- 3.12. The Contractor shall maintain income and expenditure records and provide to the Department for review upon request.
- 3.13. The contractor shall submit evaluations of the free breast and cervical cancer screening program's awareness campaign to the Department at the following intervals:
 - 3.13.1. One (1) month post campaign launch, and
 - 3.13.2. At quarterly or campaign cycles.
- 3.14. The Contractor shall submit an Annual Evaluation Report no later than thirty (30) days prior to the end of the State Fiscal Year that includes, but is not limited to:
 - 3.14.1. A summary of the free breast and cervical cancer screening program's awareness campaign to educate women;
 - 3.14.2. Examination of the level of fulfillment of project objectives as specified;
 - 3.14.3. Problems encountered in the implementation of the campaign and how they were remedied; and
 - 3.14.4. Awareness achieved and projects and innovations implemented based on specific methods of implementation determined at the project "kick-off" meetings and when the work plan is updated.
- 3.15. The Contractor shall submit a Final Evaluation Report within (thirty) 30 days of the end of the contract period, that includes the same detail as identified for the Annual Evaluation Report in Subsection 3.14 above.

4. Performance Measures

- 4.1. The Contractor shall ensure that the following performance indicators are achieved annually and monitored monthly to measure the effectiveness of the agreement:
 - 4.1.1. Five percent (5%) annual increase in referrals and enrollment in the Breast and Cervical Cancer Program.
 - 4.1.2. Ten percent (10%) increase in HPV vaccination completion rates in a target area of the State.
 - 4.1.3. Ten percent (10%) annual increase in enrollment in the National Diabetes Prevention Program.



Exhibit A – Amendment #1

- 4.1.4. A decrease or no increase in the baseline data percentage of adults diagnosed with arthritis.
- 4.1.5. An increase in the percentage of adults diagnosed with arthritis in New Hampshire, and among individuals with pre-diabetes and diabetes, reporting walking as one their top two (2) forms of exercise.
- 4.1.6. CEU documentation provided to one hundred percent (100%) of training participants and completed in accordance with credentialing body regulations.
- 4.1.7. Training evaluations distributed to one hundred percent (100%) of training participants.

Exhibit B-11 Budget - Amendment #1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD
 Instructions: Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate.

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

Budget Request for: SS-2019-DPHS-21-EDUCA-01-A01 Professional Education and Promotion to Prevent and Manage Diabetes, Heart Disease, Arthritis and Cancer

Budget Period: July 1, 2019 - June 30, 2020 (Diabetes)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 5,135.91	\$ -	\$ 5,135.91	\$ -	\$ -	\$ -	\$ 5,135.91	\$ -	\$ 5,135.91
2. Employee Benefits	\$ 1,951.65	\$ -	\$ 1,951.65	\$ -	\$ -	\$ -	\$ 1,951.65	\$ -	\$ 1,951.65
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 154.08	\$ -	\$ 154.08	\$ -	\$ -	\$ -	\$ 154.08	\$ -	\$ 154.08
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 359.51	\$ -	\$ 359.51	\$ -	\$ -	\$ -	\$ 359.51	\$ -	\$ 359.51
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 513.59	\$ -	\$ 513.59	\$ -	\$ -	\$ -	\$ 513.59	\$ -	\$ 513.59
8. Current Expenses	\$ 410.87	\$ -	\$ 410.87	\$ -	\$ -	\$ -	\$ 410.87	\$ -	\$ 410.87
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 85,498.56	\$ -	\$ 85,498.56	\$ -	\$ -	\$ -	\$ 85,498.56	\$ -	\$ 85,498.56
11. Staff Education and Training	\$ 102.73	\$ -	\$ 102.73	\$ -	\$ -	\$ -	\$ 102.73	\$ -	\$ 102.73
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ 873.10	\$ 873.10	\$ -	\$ -	\$ -	\$ -	\$ 873.10	\$ 873.10
TOTAL	\$ 94,126.90	\$ 873.10	\$ 95,000.00	\$ -	\$ -	\$ -	\$ 94,126.90	\$ 873.10	\$ 95,000.00

Indirect As A Percent of Direct 0.9%

Exhibit B-12 Budget - Amendment #1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD
 Instructions: Fill out the Direct/Indirect columns, only, for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate.

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

Budget Request for: SS-2019-DPHS-21-EDUCA-01-A01 Professional Education and Promotion to Prevent and Manage Diabetes, Heart Disease, Alzheimers and Cancer

Budget Period: July 1, 2019 - June 30, 2020 (Arthritis)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
2. Employee Benefits	\$ 780.00	\$ -	\$ 780.00	\$ -	\$ -	\$ -	\$ 780.00	\$ -	\$ 780.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ -	\$ -	\$ 80.00	\$ -	\$ 80.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 140.00	\$ -	\$ 140.00	\$ -	\$ -	\$ -	\$ 140.00	\$ -	\$ 140.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 180.00	\$ -	\$ 180.00	\$ -	\$ -	\$ -	\$ 180.00	\$ -	\$ 180.00
10. Marketing/Communications	\$ 66,300.00	\$ -	\$ 66,300.00	\$ -	\$ -	\$ -	\$ 66,300.00	\$ -	\$ 66,300.00
11. Staff Education and Training	\$ 40.00	\$ -	\$ 40.00	\$ -	\$ -	\$ -	\$ 40.00	\$ -	\$ 40.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ 340.00	\$ 340.00	\$ -	\$ -	\$ -	\$ -	\$ 340.00	\$ 340.00
TOTAL	\$ 69,840.00	\$ 340.00	\$ 70,180.00	\$ -	\$ -	\$ -	\$ 69,840.00	\$ 340.00	\$ 70,180.00

Indirect As A Percent of Direct 0.5%

Exhibit B-13 Budget - Amendment #1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD
 Instructions: Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate.

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

Budget Request for: SS-2019-DPHS-21-EDUCA-01-A01 Professional Education and Promotion to Prevent and Manage Diabetes, Heart Disease, Arthritis and Cancer

Budget Period: July 1, 2019 - June 30, 2020 (BCCP)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 2,040.54	\$ -	\$ 2,040.54	\$ -	\$ -	\$ -	\$ 2,040.54	\$ -	\$ 2,040.54
2. Employee Benefits	\$ 775.41	\$ -	\$ 775.41	\$ -	\$ -	\$ -	\$ 775.41	\$ -	\$ 775.41
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 61.22	\$ -	\$ 61.22	\$ -	\$ -	\$ -	\$ 61.22	\$ -	\$ 61.22
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 142.84	\$ -	\$ 142.84	\$ -	\$ -	\$ -	\$ 142.84	\$ -	\$ 142.84
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 204.05	\$ -	\$ 204.05	\$ -	\$ -	\$ -	\$ 204.05	\$ -	\$ 204.05
8. Current Expenses	\$ 163.24	\$ -	\$ 163.24	\$ -	\$ -	\$ -	\$ 163.24	\$ -	\$ 163.24
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 11,225.00	\$ -	\$ 11,225.00	\$ -	\$ -	\$ -	\$ 11,225.00	\$ -	\$ 11,225.00
11. Staff Education and Training	\$ 40.81	\$ -	\$ 40.81	\$ -	\$ -	\$ -	\$ 40.81	\$ -	\$ 40.81
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ 346.89	\$ 346.89	\$ -	\$ -	\$ -	\$ -	\$ 346.89	\$ 346.89
TOTAL	\$ 14,653.11	\$ 346.89	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 14,653.11	\$ 346.89	\$ 15,000.00

Indirect As A Percent of Direct 2.4%

Exhibit B-14 - Budget

New Hampshire Department of Health and Human Services

Bidder Name: JSI d/b/a/ Community Health Institute

Professional Education and Promotion to Prevent and Manage
Budget Request for: Diabetes, Heart Disease, Arthritis
(Name of RFP)

Budget Period: SFY 2020 - Comp Cancer

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for (Indirect/Fixed) Cost
1. Total Salary/Wages	\$ 5,900.00	\$ 1,003.00	\$ 6,903.00	
2. Employee Benefits	\$ 2,242.00	\$ -	\$ 2,242.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 177.00	\$ -	\$ 177.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 413.00	\$ -	\$ 413.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ 590.00	\$ -	\$ 590.00	
8. Current Expenses	\$ 472.00	\$ -	\$ 472.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 34,085.00	\$ -	\$ 34,085.00	
11. Staff Education and Training	\$ 118.00	\$ -	\$ 118.00	
12. Subcontracts/Agreements	\$ 15,000.00	\$ -	\$ 15,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 58,997.00	\$ 1,003.00	\$ 60,000.00	

Indirect As A Percent of Direct

1.7%

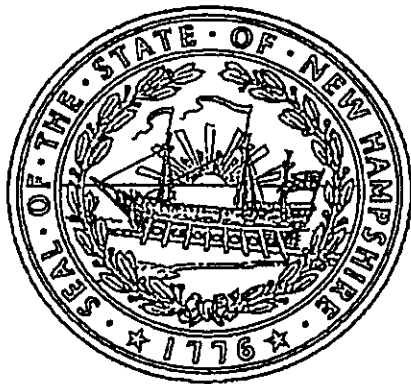
State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 739507

Certificate Number : 0004519471



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

State of New Hampshire

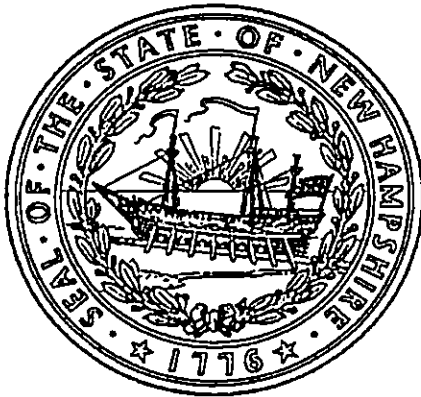
Department of State

CERTIFICATE

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

Business ID: 742096

Certificate Number: 0004604685



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of October A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

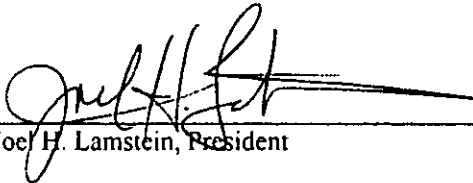
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

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

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

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of February 14, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute this 14th day of February 2020.

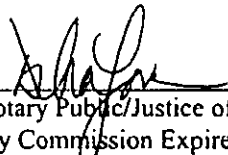


Joel H. Lamstein, President

STATE OF New Hampshire

COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 14th day of February, 2020 by Joel H. Lamstein.



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



JOHNSNO-01

DMEANEY

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Mason & Mason Technology Insurance Services, Inc. 458 South Ave. Whitman, MA 02382	CONTACT NAME: Judy Yeary	
	PHONE (A/C. No. Ext.): (781) 447-5531	FAX (A/C. No.): (781) 447-7230
E-MAIL ADDRESS: jyeary@masoninsure.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Great Northern Insurance Co.		20303
INSURER B: Federal Insurance Company		20281
INSURER C: Executive Risk Indemnity		35181
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

John Snow Inc.
 JSI Research & Training Institute, Inc.
 World Education, Inc.
 44 Farnsworth Street
 Boston, MA 02210-1206

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Combined Agg \$10M			35873320	9/9/2019	9/9/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPROP AGG	\$ Included
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73546634	9/9/2019	9/9/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			79861066	9/9/2019	9/9/2020	EACH OCCURRENCE	\$ 20,000,000
							AGGREGATE	\$ 20,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	71733182	9/9/2019	9/9/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	ERRORS & OMISSIONS			82120859	11/30/2018	11/30/2019	GENERAL AGGREGATE	2,000,000
B	DIRECTORS & OFFICERS			81595534	11/30/2018	11/30/2019	EACH OCC/GEN AGG	3,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

JSI Research and Training Institute, Inc. Mission Statement

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

Community Health Institute Mission Statement

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

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

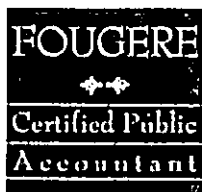
**Audited Consolidated Financial Statements and Reports
Required by Government Auditing Standards and the Uniform Guidance**

September 30, 2018

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

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INDEPENDENT AUDITOR'S REPORT

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

Report on the Consolidated Financial Statements

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

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

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

Opinion

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

Other Matters

Other Information

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

Report on Summarized Comparative Information

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

Other Reporting Required by *Government Auditing Standards*

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

A handwritten signature in black ink, appearing to read "M. R. Fugere CPA". The signature is written in a cursive style and is positioned to the right of the main text block.

Duxbury, Massachusetts
May 1, 2019

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

NOTE 1 – ORGANIZATION AND NATURE OF ACTIVITIES

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

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

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

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

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

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

Basis of Accounting

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Use of Estimates

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

Fair Value

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

Cash and Cash Equivalents

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

Investments

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

Property and Equipment

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

Revenue Recognition

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Revenue Recognition - continued

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

Contributions

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

Donated Materials and Services

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

Income Taxes

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

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

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

Functional Allocation of Expenses

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Financial Statement Presentation

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

Prior Year Comparative Totals

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

Reclassification

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

NOTE 3 – CONCENTRATION OF CREDIT RISK

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

NOTE 4 – INVESTMENTS

Fair Value

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

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

NOTE 4 – INVESTMENTS - continued

Fair Value - continued

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

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

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

Current assets:

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

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

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

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

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

NOTE 5 – RECEIVABLES FOR PROGRAM WORK

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

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

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

NOTE 6 – LOANS RECEIVABLE – RELATED PARTY

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

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

NOTE 7 – PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

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

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

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

NOTE 8 – OTHER ASSETS

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

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

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

NOTE 9 – ACCRUED VACATION

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

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

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

NOTE 10 – ADVANCES FOR PROGRAM WORK

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

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

NOTE 11 – LOANS PAYABLE – RELATED PARTY

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

NOTE 12 – NOTES PAYABLE

Citizens Bank

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

John Snow, Inc.

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

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

NOTE 13 – CONTINGENCIES

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

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

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

NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS

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

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

NOTE 15 – SURPLUS REVENUE RETENTION

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

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

NOTE 15 – SURPLUS REVENUE RETENTION - continued

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

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

NOTE 16 – COMMONWEALTH OF MASSACHUSETTS

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

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

NOTE 17 – RELATED PARTY TRANSACTIONS

John Snow, Inc.

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

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

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

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

NOTE 17 – RELATED PARTY TRANSACTIONS – continued

John Snow, Inc. - continued

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

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

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

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

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

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

Partnership for Supply Chain Management, Inc.

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

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

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

NOTE 17 – RELATED PARTY TRANSACTIONS – continued

Partnership for Supply Chain Management, Inc. – continued

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

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

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

Other

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

The Manoff Group, Inc. (a non-exempt corporation; 40% owned by John Snow, Inc.)	\$ <u>539,027</u>
	\$ <u>539,027</u>

NOTE 18 – RETIREMENT PLANS

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

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

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

NOTE 19 – COMMITMENTS

Operating Leases

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

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

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

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

NOTE 20 – CONCENTRATION OF FUNDING

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

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

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

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

NOTE 21 – IN KIND PROJECT CONTRIBUTIONS

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

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

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

NOTE 22 – SUBSEQUENT EVENTS

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

Supplementary Information

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT:				
Direct Grants:				
36521 - Uganda HIV/AIDS/TB	617-A-00-09-00007-00	98.001	\$ -	\$ 151
36697 - SPRING	AID-OAA-A-11-00031	98.001	-	10,076,548
36702 - Nepal CHX Cord Care	AID-OAA-A-11-00073	98.001	-	235,961
36800 - Advancing Partners	AID-OAA-A-12-00047	98.001	22,766,072	46,458,820
36845 - Pakistan HSSP	AID-391-A-13-00002	98.001	(437)	1,973,985
36895 - Mozambique M-SIP	AID-656-A-13-00006	98.001	-	1,584,313
36991 - AIDSFREE	AID-OAA-A-14-00046	98.001	36,748,664	62,188,777
37024 - Tanzania CHSS	AID-621-A-14-00004	98.001	650,551	5,755,790
37129 - Zambia Discover Health	AID-611-A-16-00004	98.001	1,569,350	22,602,341
37134 - Timor Leste RBHS	AID-472-A-16-00001	98.001	-	1,432,785
37162 - Ghana HIV/AIDS	AID-641-A-16-00007	98.001	1,234,077	3,756,222
37186 - Madagascar CCH	AID-687-A-16-00001	98.001	348,946	6,506,222
37356 - Building Healthy Cities	AID-OAA-A-17-00028	98.001	181,987	651,121
37360 - Pakistan IHSS - SD	AID-391-A-17-00002	98.001	1,007,706	3,094,096
37437 - OFDA CB	720FDA18CIR00039	98.001	-	44,792
37462 - USAID Advancing Nutrition	720OAA18C00070	98.001	-	156,413
Total Direct Grants - CFDA #98.001			64,506,916	166,518,337
Pass-through Grants:				
Passed through Partnership for Supply Chain Management, Inc. (PSCM):				
36519/36524/37034/37053/37150 - Supply Chain Management System	GPO-I-00-05-00032-00	98.001	-	4,424,112
Passed through Johns Hopkins University:				
37099 - Ethiopia SBCC	AID-663-A-15-000011	98.001	-	(6,382)
Passed through Pathfinder International:				
37265 - Ethiopia TRANSFORM	AID663A1700002	98.001	-	7,423,425
Passed through Program for Appropriate Technology in Health:				
37301 - Open LMIS - Phase I	AID.2134-01555716-CR	98.001	-	698
37434 - GOFR Connect	AIDOOAA-A-16-00084	98.001	-	17,020
Passed through The National Cooperative Business Association:				
37375 - Senegal FTF Cult Ni	72068518CA00001	98.001	-	281,712

See notes to Schedule of Expenditures of Federal Awards.

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

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

See notes to Schedule of Expenditures of Federal Awards.

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
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Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Pass-through Grants:				
Passed through State of New Hampshire:				
37407 - NCW - HERC	Agreement #A/2/20/18	93.074	-	5,059
Total CFDA #93.074 - Hospital Preparedness Program				5,059
Direct Grant:				
36967 - Healthy Start	HHS/MC26845-05-00	93.110	-	136,940
Total CFDA #93.110 - Maternal and Child Health Federal Consolidated Programs				136,940
Direct Grants:				
37103 - HITEQ	USOCS29366	93.129	-	949,607
37363 - CHCACT UDS 2017	N/A	93.129	-	3,158
Total CFDA #93.129 - Technical and Non-Financial Assistance to Health Centers				952,765
Pass-through Grant:				
Passed through State of Maine:				
37376 - ME DHHS HPSA	CDO-18-2215	93.130	-	47,755
Total CFDA #93.130 - Cooperative Agreements to States/Territories for the Coordination and Devel. Of Primary Care Offices				47,755
Pass-through Grant:				
Passed through Boston Medical Center:				
37397 - Project RECOVER Evaluation	N/A	93.137	-	31,047
Total CFDA #93.137 - Community Programs to Improve Minority Health Grant Program				31,047
Pass-through Grant:				
Passed through Dartmouth Toxic Metals:				
37297 - Dartmouth Arsenic Site	APW/DIMS/RP/4.17.17	93.143	-	10,083
Total CFDA #93.143 - NIEHS Superfund Hazardous Substances-Basic Research and Education				10,083
Pass-through Grant:				
Passed through State of Vermont.:				
37212 - VT HPDP Evaluation	Contract #31786	93.184	-	3,803
Total CFDA #93.184 - Disabilities Prevention				3,803

See notes to Schedule of Expenditures of Federal Awards.

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Pass-through Grants:				
37163 - FamPlan Data Systems FY16	Agreement #a) 3/1/16	93.217	-	7,166
37255 - UMASS Data Extract	N/A	93.217	-	489
37281 - FamPlan Data Systems	N/A	93.217	-	83,374
37313 - ABCD FP System FY18	APW/ABCD/5.31.17	93.217	-	47,904
37387 - NYS FP Training	DOI 101-C-3322966-34500	93.217	-	102,544
37390 - NH FP Data Systems FY18	05-95-90-902010-5530	93.217	-	7,485
37420 - FamPlan Data Systems	Agreement #a) 3/1/18	93.217	-	68,704
37450 - RI FP Data Systems FY19	Agreement #a) 5.1.18	93.217	-	12,778
Total CFDA #93.217 - Family Planning Services			-	330,444
Pass-through Grants:				
Passed through Community Health Institute and Harbor Homes, Inc.:				
37042 - Harbor Homes Inc.		93.243	-	3,085
Passed through State of Rhode Island:				
37107 - PFS II	3426881	93.243	-	74,803
Passed through State of New Hampshire:				
37133 - HCDC Evaluation	Agreement #a) 10/01/15	93.243	-	32,898
37151 - NH DMH Client Survey	Agreement #a) 01/13/16	93.243	-	74,712
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.243	-	22,224
Passed through Savannah State University:				
37286 - HS Atlanta Consulting	Email 7/28/17	93.243	-	1,057
Passed through Substance Abuse Center:				
37300 - RI Healthy Trans		93.243	-	34
37463 - NHIS - @MCHC Launch	Agreement #a) 9/5/18	93.243	-	965
Total CFDA #93.243 - Substance Abuse and Mental Health Services Projects of Regional and National Significance			-	209,778
Direct Grant:				
37223 - Family Planning National Training Center for Service Delivery Improvement	FPTPA006028	93.260	1,085,862	4,350,177
Total CFDA #93.260 - Family Planning - Personnel Training			1,085,862	4,350,177

See notes to Schedule of Expenditures of Federal Awards.

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Direct Grant:				
37321 - HRSA RRHO	U01511A30789	93.266	-	<u>673,717</u>
Total CFDA #93.266 - Health Systems Strengthening and HIV/AIDS Prevention, Care and Treatment under the President's Emergency Plan for AIDS Relief				
			-	<u>673,717</u>
Pass-through Grants:				
Passed through Narragansett Prevention Partnership:				
37148 - NPP Evaluation	Agreement #01-01-16	93.276	-	11,919
Passed through City of Franklin, NH:				
37290 - FMDTF DFC Eval	APW/COF/1.5.17	93.276	-	2,500
37419 - FMDTF Eval 17-18	Agreement #01/31/18	93.276	-	5,399
37429 - NH Consulting	Agreement #08.21.18	93.276	-	1,089
Passed through Mary Hitchcock Memorial Hospital:				
37324 - Upper Valley DFC Eval	Agreement #03-29-17	93.276	-	<u>9,460</u>
Total CFDA #93.276 - Drug-free Communities Support Program Grants				
			-	<u>30,367</u>
Pass-through Grants:				
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.283	-	4,821
37229 - VTOHC Support	32307	93.283	-	<u>12,236</u>
Total - CFDA #93.283 - Centers for Disease Control and Prevention - Investigations and Technical Assistance				
			-	<u>17,057</u>
Direct Grant:				
36891 - PPHF 2013 - OSTLTS Partnerships	U0380T000188	93.292	-	<u>77,068</u>
Total - CFDA #93.292 - National Public Health Improvement Initiative				
			-	<u>77,068</u>

See notes to Schedule of Expenditures of Federal Awards.

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Pass-through Grants:				
Passed through Vermont Department of Health:				
37212 - Vermont Health Evaluation	Contract #31786	93.305	-	70,381
Passed through New Hampshire Dept. of Health and Human Services:				
37435 - ENDS SFY18	RFP-2018-DPHIS-18-TOBAC	93.305	-	61,873
37436 - Workforce Development	RFP-2018-DPHIS-26-WPRKF	93.305	-	30,252
Passed through National Jewish Health:				
37438 - Tobacco 19 QuitNow - NH	Agreement # 5/18/18	93.305	-	8,301
Total - CFDA #93.305 - Nat. State Based Tobacco Control Program				170,807
Pass-through Grant:				
Passed through Hampton University:				
37442 - Hampton University	N/A	93.307	-	7,894
Total - CFDA #93.307 - Minority Health and Health Disparities Research				7,894
Pass-through Grant:				
Passed through Council of State and Territorial Epidemiologists				
37453 - CSTE Assessments	Agreement # 7/23/18	93.424	-	28,846
Total - CFDA #93.424 - Building Capacity of the Public Health System to Improve Population Health through National Nonprofit Organizations				28,846
Pass-through Grant:				
Passed through New Hampshire Dept. of Health and Human Services:				
37295 - MCH & Tobacco Bundle		93.505	-	182,720
Total - CFDA #93.505 - Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program				182,720

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Pass-through Grants:				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement # 6.21.17	93.539	-	47,536
37452 - PHPS FY19	Agreement # 6.21.17	93.539	-	12,605
Total - CFDA #93.539 - PPHF Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure				60,141
Pass-through Grants:				
Passed through State of Maine:				
37288 - MECDC CHW/DBTS	CDC-17-3073	93.624	-	13,507
Passed through Rhode Island Department of Health:				
37411 - RI BH Workforce Dev FY18	N/A	93.624	-	226,481
Total - CFDA #93.624 - ACA - State Innovation Models: Funding for Model Design and Model Testing Assistance				239,988
Pass-through Grant:				
Passed through the University of Colorado:				
37270 - TCPI	PSC-00584	93.638	-	23,712
37399 - TCPI Practices	PSC-00584	93.638	-	88,193
Total - CFDA #93.638 - ACA Transforming Clinical Practice Initiative: Practice Transformation Networks (PTNs)				111,905
Direct Grant:				
37015 - Tobacco Use Prevention	NU58DP005338	93.735	-	60,457
Total - CFDA #93.735 - State Public Health Approaches for Ensuring Quitline Capacity				60,457
Pass-through Grants:				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement # 6.21.17	93.753	-	23,544
37452 - PHPS FY19	Agreement # 6.21.17	93.753	-	16,257
Total - CFDA #93.753 - Child Lead Poisoning Prevention Surveillance Financed in part by Prevention and Public Health Program (PPHF)				39,801

See notes to Schedule of Expenditures of Federal Awards.

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Pass-through Grants:				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement # 6.21.17	93.870	-	224,636
37452 - PHPS19	Agreement # 6.21.17	93.870	-	65,883
Total - CFDA #93.870 - Maternal, Infant and Early Childhood Home Visiting Grant Program			-	290,519
Pass-through Grants:				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement # 6.21.17	93.889	-	58,771
37452 - PHPS19	Agreement # 6.21.17	93.889	-	4,589
Total - CFDA #93.889 - National Bioterrorism Hospital Preparedness Program			-	63,360
Pass-through Grants:				
Passed through Vermont Department of Health:				
37212 - VT HPDP Evaluation	Contract #31786	93.898	-	32,154
Passed through New Hampshire Department of Health and Human Services:				
37440 - NH CCC Stat Ping	Agreement # 4.20.18	93.898	-	577
Passed through Massachusetts Dept. of Public Health:				
37460 - DPH Pall Care	CAPACITY1 YBLD500824M04	93.898	-	4,831
Total - CFDA #93.898 - Cancer Prevention and Control Programs for State, Territorial and Tribal Organization			-	37,562
Pass-through Grant:				
Passed through State of New Hampshire:				
37068 - Technical Assistance Network for Rural Health Clinics	N/A	93.913	-	24,106
Total - CFDA #93.913 - Grants to States for Operation of Offices of Rural Health			-	24,106

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED				
Direct Grants:				
37191 - HIV Integrated Planning	U6911A30144	93.914	-	546,598
37194 - RWHAP ACE Health Training	U6911A30143	93.914	-	385,489
37327 - CHATT Planning TA	U6911A30795	93.914	144,592	524,848
Pass-through Grants:				
Passed through Boston Public Health Commission:				
37170 - Quality Assurance	Agreement # 3-01-16	93.914	399	112,762
Passed through Fenway Community Health:				
37444 - Fenway E2I Toolkits	Agreement # 6.14.18	93.914	-	26,945
Total - CFDA #93.914 - HIV Emergency Relief Project Grants			<u>144,991</u>	<u>1,596,642</u>
Direct Grant:				
36967 - Healthy Start Performance Project	UF5MC26845	93.926	140,435	2,315,907
Total - CFDA #93.926 - Healthy Start Initiative			<u>140,435</u>	<u>2,315,907</u>
Direct Grant:				
36945 - CDC CBA FY15 - FY19	U65PS004406	93.939	-	930,854
Total - CFDA #93.939 - HIV Prevention Activities - NGO Based			<u>-</u>	<u>930,854</u>
Pass-through Grant:				
Passed through State of Massachusetts:				
37153 - CoRECT Study	PRF61	93.943	-	53,585
Total - CFDA #93.943 - Epidemiologic Research Studies of Acquired Immunodeficiency System (AIDS) and Human Immunodeficiency Virus (HIV) Infection in Selected Groups			<u>-</u>	<u>53,585</u>
Pass-through Grant:				
Passed through South County Hospital Healthcare System:				
37091 - South County Health Equity Zone	Agreement # 5-1-15	93.945	-	19,809
Total - CFDA #93.945 - Assistance Programs for Chronic Disease Prevention and Control			<u>-</u>	<u>19,809</u>

See notes to Schedule of Expenditures of Federal Awards.

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED				
Pass-through Grants:				
Passed through State of Rhode Island:				
36801 - Prevention Resource Center	3316844	93.959	-	18
37349 - RIPRCII	3534294	93.959	-	193,961
Passed through New Hamp. Prevention Certification Board of New Hampshire:				
37168 - NHPCB Workforce Development	N/A	93.959	-	11,729
Total - CFDA #93.959 - Block Grants for Prevention and Treatment of Substance Abuse			-	205,708
Pass-through Grant:				
Passed through Arizona Family Health Partnership:				
37328 - AFHP CT Screening	17-JS11	93.977	-	1,342
Total - CFDA #93.977 - Sexually Transmitted Diseases (STD) Prevention and Control Grants			-	1,342
Pass-through Grants:				
Passed through Vermont Department of Health:				
37279 - VT 3-4-50	32435	93.991	3,925	3,925
Total - CFDA #93.991 - Preventative Health and Health Services Block Grant			3,925	3,925
Pass-through Grants:				
Passed through State of Vermont:				
37294 - VT Safe Sleep	33460	93.994	-	54,985
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS19	Agreement w/ 6.21.17	93.994	-	24,000
Total - CFDA #93.994 - Maternal & Child Health Services Block Grant to the States			-	78,985
TOTAL - U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			\$ 1,375,213	\$ 14,231,295

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HOMELAND SECURITY:				
Direct Grants:				
United States Coast Guard -				
37302 - Nat'l. Estimate of Life Jacket Wear Rate	3317FANI70210	97.012	\$ 3,714	\$ 57,965
37427 - Nat'l. Estimate of Life Jacker Wear Rate	3317FANI70210	97.012	-	111,826
Total CFDA #97.012 - Boating Safety Financial Assistance			<u>3,714</u>	<u>169,791</u>
TOTAL - U.S. DEPARTMENT OF HOMELAND SECURITY			<u>\$ 3,714</u>	<u>\$ 169,791</u>
 U.S. DEPARTMENT OF JUSTICE:				
Pass-through Grants:				
Passed through State of New Hampshire:				
37250 - Juvenile Diversion Evaluation		16.540	\$ -	\$ 25,121
Total - CFDA #16.540 - Juvenile Justice and Delinquency Prevention - Allocation to States			<u>-</u>	<u>25,121</u>
TOTAL U.S. DEPARTMENT OF JUSTICE			<u>\$ -</u>	<u>\$ 25,121</u>
 ENVIRONMENTAL PROTECTION AGENCY:				
Pass-through Grants:				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY 18	Agreement <i>u</i> 6.21.17	66.707	\$ 75,530	\$ 31,255
37452 - PHPS19	Agreement <i>u</i> 6.21.17	66.707	-	13,598
Total - CFDA #66.707 - TSCA Title IV State Lead Grants Certification of Lead Based Paint Professionals			<u>75,530</u>	<u>44,853</u>
TOTAL ENVIRONMENTAL PROTECTION AGENCY			<u>\$ 75,530</u>	<u>\$ 44,853</u>

See notes to Schedule of Expenditures of Federal Awards.

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

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

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

NOTE 1 – BASIS OF PRESENTATION

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 – INDIRECT COST RATE

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



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

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

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

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

A handwritten signature in black ink that reads "Norman R. Frazier, CPA". The signature is written in a cursive style.

Duxbury, Massachusetts
May 1, 2019



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

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

Report on Compliance for Each Major Federal Program

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

Management's Responsibility

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

Auditor's Responsibility

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

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

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

Opinion on Each Major Federal Program

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

Report on Internal Control Over Compliance

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

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

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

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

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

A handwritten signature in black ink, reading "Shannon R. Fugere CPA". The signature is written in a cursive style with a large, stylized initial 'S'.

Duxbury, Massachusetts
May 1, 2019

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

SECTION I - Summary of Auditors' Results:

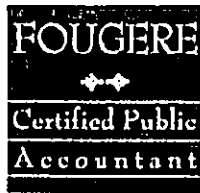
Financial Statements

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

Federal Awards

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

NORMAN R. FOUGERE, JR. CPA
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DUNBURY, MA 02332-4334



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STATUS OF PRIOR YEAR'S FINDINGS AND QUESTIONED COSTS

There were no reportable findings or questioned costs for the year ended September 30, 2017.



JSI Research & Training Institute, Inc.
Board of Trustees

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Boston, MA

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Sloan School of Management at MIT
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Wharton School at University of Pennsylvania
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MARTHA BRADLEY, MS

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EDUCATION

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

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

EXPERIENCE

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

Project Manager, December 2002 to present

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

Oral Health Promotional Partner 2018 to present

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

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

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

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

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

NH Young Adult Prevention Messaging August 2016 to present

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

New Hampshire SBIRT Initiative, December 2015 to present

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

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

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

Partnerships for Quitline Sustainability, August 2014 to present

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

Prediabetes Media Development and Placement Services, March 2015 to present

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

Child Abuse Needs Assessment, April–October 2015

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

Arsenic in Private Well Water, March–August 2015

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

NH Immunization Marketing, June 2010 to present

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

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

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

Nashua Community Health Assessment, September 2013 to May 2014

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

SHARE Needs Assessment, September 2013 to May 2014

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

PRESENTATIONS

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

PUBLICATIONS

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

OTHER EDUCATION

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

AMY MOFFETT

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

Amy_Moffett@jsi.com

EDUCATION

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

EXPERIENCE

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

New Hampshire SBIRT Initiative

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

Oral Health Promotional Partner

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

New Hampshire Chronic Conditions

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

Tick-Free New Hampshire

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

Electronic Nicotine Delivery Systems Prevention Messaging Campaign

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

Climate and Health

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

Concord Group Insurance, Concord, New Hampshire
PMO Lead, April 2016 – March 2019

Served as Information Services Project Manager for numerous software and data center implementations. Working with major stakeholders, ensured that projects were successfully delivered on-time and within budget. Created comprehensive status reports and end-of-project metrics to highlight all aspects of an implementation. Utilized Microsoft Project and Microsoft Team Foundation Server (TFS) to track budgeted vs. actual hours, task progress and bug tracking. Responsible for overseeing the day-to-day operations of the Help Desk that provided technical support to internal users, independent Agents and policyholders. Hired, trained, and mentored new Project Managers and Support Specialists to guarantee exceptional service to the entire company. Created detailed user guides and process documents intended for a wide variety of technical and business users.

Concord Group Insurance, Concord, New Hampshire
Business Analyst, February 2011 – April 2016

Responsible for compiling business requirements and testing billing and claims implementations. Researched and implemented a new online chat service to improve upon the existing customer service offered to Agents. Served as a liaison between technical specialists and business users to provide production support meeting all required SLAs.

CERTIFICATIONS

Certified Scrum Master (CSM)

COMPUTER SKILLS

Microsoft Office Suite 2016

Microsoft Project 2013

G Suite (Google)

Microsoft Team Foundation Server (TFS)

Confluence

Jira

TeamGantt

COMMUNICATION SKILLS

User Guides and Training Manuals

Hiring/Supervising/Mentoring

Advanced Facilitation

Conflict Resolution

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Martha Bradley	Project Director	\$100,921.60	10%	\$10,092.16
Amy Moffett	Project Manager	\$55,000.08	10%	\$5,500.00

22 mac



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

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

March 18, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health, to enter into a **sole source** contract with JSI Research and Training Institute, Inc., d/b/a Community Health Institute, Vendor #161611-B001, 501 South Street, 2nd floor, Bow, NH 03304 to coordinate training opportunities and provide technical assistance for medical, behavioral health, and public health professionals to promote evidence-based strategies for preventing and managing chronic disease, in an amount not to exceed \$540,000, effective upon the date of Governor and Council approval through June 29, 2020. 100% Federal Funds.

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

05-95-90-902010-12270000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Program Services	90017317	\$75,000
SFY 2020	102-500731	Contracts for Program Services	90017317	\$75,000
			Total	\$150,000

05-95-90-902010-12270000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Program Services	90017417	\$95,000
SFY 2020	102-500731	Contracts for Program Services	90017417	\$95,000
			Total	\$190,000

05-95-90-902010-70460000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ARTHRITIS

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Program Services	90017717	\$70,000
SFY 2020	102-500731	Contracts for Program Services	90017717	\$70,000
			Total	\$140,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Program Services	90080083	\$15,000
SFY 2020	102-500731	Contracts for Program Services	90080083	\$15,000
			Total	\$30,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Program Services	90080081	\$15,000
SFY 2020	102-500731	Contracts for Program Services	90080081	\$15,000
			Total	\$30,000

EXPLANATION

This request is **sole source** in order to continue working with JSI Research & Training Institute, Inc. d/b/a Community Health Institute (CHI) under three Centers for Disease Control and Prevention (CDC) grants. The most recent chronic disease contract with CHI ended in June, 2018. The Division of Public Health Services (DPHS) seeks to continue and build upon the work that has taken place for the last four years to reach healthcare professionals with training, promotion, and implementation of interventions related to prevention and management of chronic disease.

DPHS has contracted with CHI for these services related to chronic disease under numerous federal grants for nearly a decade. CHI assisted DPHS in establishing the first statewide Diabetes Prevention Advisory Group, increasing the number of National Diabetes Prevention Programs from 2 to 11, and conducted activities to increase awareness of prediabetes, including coordinating training for health professionals. CHI facilitated a statewide planning process for prediabetes and diabetes in New Hampshire and strategic planning for the New Hampshire Comprehensive Cancer Collaboration.

Chronic diseases are responsible for 7 in 10 deaths each year, and treating people with chronic diseases accounts for most of the state's health care costs. We know that most chronic diseases can be prevented by eating well, being physically active, and getting regular health screenings. The DPHS, Chronic Disease Prevention and Screening Section helps people and communities prevent chronic disease and promotes health and wellness for all people in New Hampshire. The DPHS promotes chronic disease prevention efforts through two key areas: 1) by strengthening health care systems to deliver prevention services that keep people well and diagnose diseases early; and 2) connecting medical services to community programs that help people prevent and manage their chronic diseases!

The target population for this project includes healthcare providers, medical team members, and public health professionals. The training and promotion activities will promote the benefits of, and enable care teams to refer patients to, quality community programs and resources, allowing patients to easily follow provider guidance, and take charge of their own health. The services covered in this contract will increase healthcare provider knowledge and skills to better provide preventive clinical and community services to people statewide; and will lead to improved health outcomes for 86,504 adults with diabetes; 63,369 adults with prediabetes, 311,000 people with hypertension, 270,000 adults with arthritis and 80,000 cancer survivors.

Examples of activities that will be conducted through this contract include coordinating at least 40 training events for medical providers, healthcare team members, certified diabetes educators, pharmacists, lifestyle coaches, behavioral health providers and professionals serving those with disabilities. This contract will support at least 10 gatherings of professionals involved in improving the delivery of healthcare services to inform the work of DPHS and each other. The contract will also support information gathering to understand the current context around use of community health workers.

Specifically, CHI will support the Department to provide training and consultation to increase referrals to and participation in:

- Diabetes Self-Management Education and Support programs
- National Diabetes Prevention Programs
- Medication Therapy Management services high blood pressure, high cholesterol, and diabetes
- Self-measured blood pressure monitoring tied with clinical support
- Walk with Ease programs for arthritis
- Community Health Worker services

The contractor is contributing to a larger chronic disease system of services by providing professional training, statewide convening and information gathering to achieve performance measures as outlined in the diabetes, heart disease, arthritis, and cancer cooperative agreements. Examples of expected outcomes include:

- Increased proportion of adults who have achieved blood pressure control
- Increased proportion of patients with total cholesterol at goal
- Decreased proportion of people with diabetes with an A1C > 9%
- Increased number of people with prediabetes participating in CDC-recognized lifestyle change programs who have achieved 5-7% weight loss
- Increased medication adherence among patients with high blood pressure and high blood cholesterol
- Reduced, or no increased percent of adults diagnosed with arthritis, in NH who report severe joint pain within the past 30 days
- Increased percent of adults diagnosed with arthritis, within NH and among people with pre-diabetes and diabetes, reporting walking for exercise among their top 2 forms of exercise
- Improved quality of life for cancer survivors

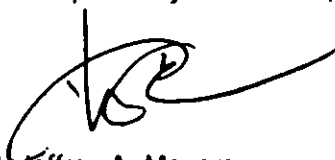
Contractor performance will be monitored closely through quarterly reports that include a narrative of work performed in the quarter, a summary of plans for the upcoming quarter (including overcoming any challenges/barriers), documented achievements, progress made towards the performance measures, and recommendations for improvement. Evaluations of trainings will be summarized and used to improve subsequent offerings. These methods of accountability will allow continuous quality improvement throughout the project period. Payment shall be on a cost reimbursement basis for actual expenditures incurred. The Contractor shall keep detailed records of their activities and have records available for Department review, as requested.

Should the Governor and Executive Council not authorize this request, the Department may be unable to support chronic disease training and quality improvement, and referral to evidence-based chronic disease prevention and management programs.

Source of Funds: 100% Federal Funds, Catalog of Federal and Domestic Assistance (CFDA) #93.426, United States Department of Health and Human Services (USDHHS), Centers for Disease Control and Prevention (CDC), Prevention and Management of Diabetes and Heart Disease in New Hampshire, FAIN NU58DP006515. 100% Federal Funds, CFDA #93.945, USDHHS, CDC, New Hampshire Public Health Approaches to Addressing Arthritis Grant, FAIN NU58DP006448. 100% federal Funds, CFDA #93.898, USDHHS, CDC, New Hampshire Breast & Cervical Cancer, Comprehensive Cancer & Cancer Registry Programs Grant. FAIN NU58DP006298.

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

Respectfully submitted,


For Jeffrey A. Meyers
Commissioner

Subject: Professional Education and Promotion...SS-2019-DPHS-21-EDUCA


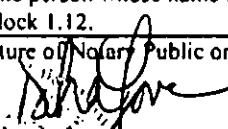
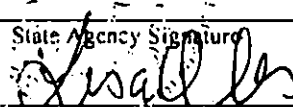
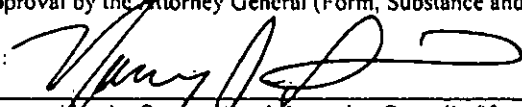
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research and Training Institute, Inc., d/b/a Community Health Institute		1.4 Contractor Address 501 South Street, 2 nd Floor Bow, NH 03304	
1.5 Contractor Phone Number 603-573-3300	1.6 Account Number 05-95-90-902010-1227; 05-95-90-902010-7046; 05-95-90-902010-5659	1.7 Completion Date 06/29/2020	1.8 Price Limitation \$540,000
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Stewart, Regional Director	
1.13 Acknowledgement: State of New Hampshire, County of Merrimack On March 1, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name of Notary Public or Justice of the Peace RESHA L. LEVINE, Notary Public My Commission Expires September 5, 2023			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/20/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Le

Date 3/1/19

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2020, and the Department shall not be liable for any payments for services provided after June 30, 2020, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Sub-recipient in accordance with 2 CFR 200.0. et seq.
- 1.5. The Contractor shall provide services for the following targeted populations:
 - 1.5.1. Medical providers;
 - 1.5.2. Healthcare team members;
 - 1.5.3. National Diabetes Prevention Program (NDPP) lifestyle coaches;
 - 1.5.4. Members of the Diabetes Prevention Advisory Group;
 - 1.5.5. Pharmacists; and
 - 1.5.6. Behavioral healthcare providers and professionals.

2. Scope of Services

- 2.1. The Contractor shall ensure all services provided under this Agreement are in accordance with the following goals and strategies, as applicable:
 - 2.1.1. Improving access to and participation in American Diabetes Association (ADA) and American Association of Diabetes Educators (ADDE) accredited Diabetes Self-Management Education and Support (DSMES) programs in underserved areas;
 - 2.1.2. Increasing engagement of pharmacists in the provision of medication therapy management;
 - 2.1.3. Assisting health care organizations in implementing systems to identify people with prediabetes and referring them to National Diabetes Prevention Programs for type two (2) diabetes prevention;



Exhibit A

- 2.1.4. Promoting the adoption of evidence-based quality measurement at the provider level;
- 2.1.5. Facilitating the use of self-measured blood pressure monitoring tied with clinical support among adults with hypertension; and
- 2.1.6. Implementing systems to facilitate systematic referral of adults with hypertension and/or high blood cholesterol to community programs and resources approved by the Centers for Disease Control (CDC).
- 2.2. The Contractor shall attend an initial in-person "kick-off" meeting at the Department within ten (10) business days of the contract effective date.
- 2.3. The Contractor shall conduct a statewide Community Health Worker (CHW) needs assessment, with input from the Department and other appropriate stakeholders.
- 2.4. The Contractor shall participate in monthly in person or conference call meetings with the Department to review and discuss project development and implementation, including, but not limited to:
 - 2.4.1. Activities;
 - 2.4.2. Trainings;
 - 2.4.3. Interventions;
 - 2.4.4. Challenges;
 - 2.4.5. Progress; and
 - 2.4.6. Funding.
- 2.5. **Diabetes and Heart Disease**
 - 2.5.1. The Contractor shall coordinate a minimum of:
 - 2.5.1.1. Four (4) training events for medical providers and healthcare team members;
 - 2.5.1.2. Two (2) training events for certified diabetes educators and Diabetes Self-Management Education and Support (DSMES) program staff;
 - 2.5.1.3. Two (2) training events for pharmacists;
 - 2.5.1.4. Two (2) training and/or networking opportunities for (NDPP) lifestyle coaches and the Diabetes Prevention Advisory Group; and
 - 2.5.1.5. One (1) training event for behavioral healthcare providers and/or professionals serving adults with disabilities.
 - 2.5.2. The Contractor shall receive Department approval of any and all virtual or online trainings or networking opportunities utilized.
 - 2.5.3. The Contractor may hire expert consultants to provide technical assistance to organizations that desire to implement any of the evidence-based strategies.

Handwritten initials, possibly "JH", written in black ink.



Exhibit A

2.6. Arthritis

2.6.1. The Contractor shall coordinate and facilitate:

2.6.1.1. A minimum of five (5) health care provider focus group meetings for the purpose of:

2.6.1.1.1. Identifying provider practices as they pertain to referring clients to Arthritis-Appropriate Evidence-Based Interventions; and

2.6.1.1.2. Using focus group feedback to inform content for future trainings for and consultation with health care providers; and

2.6.1.1.3. Developing trainings for Department approval.

2.6.1.2. A minimum of five (5) trainings to health care providers on:

2.6.1.2.1. Physical activity as a tool for pain management;

2.6.1.2.2. Educating providers on the existence of Walk With Ease (WWE) and NDPPs available in the state; and

2.6.1.2.3. Methods for referring patients to WWE and NDPPs.

2.6.2. The Contractor shall provide health care providers with consultation services and technical support on the benefits and referral processes of the WWE program and NDPPs.

2.7. Cancer

2.7.1. The Contractor shall organize and facilitate a full-day Chronic Disease Prevention and Screening Population Health Conference in April, May, or June of 2019, in conjunction with the CDPSS, and provide, at a minimum, the following services:

2.7.1.1. Securing a conference venue;

2.7.1.2. Retaining subject matter experts for plenary presentations, panels, and to lead breakout sessions;

2.7.1.3. Developing the conference agenda;

2.7.1.4. Ensuring all audio/visual needs are met;

2.7.1.5. Disseminating information about the conference, including the agenda;

2.7.1.6. Collecting conference reservations;

2.7.1.7. Identifying and organizing up to thirty (30) volunteer exhibitors; and

2.7.1.8. Developing, disseminating, and collecting evaluations for all sessions, including an overall conference evaluation.

2.7.2. The Contractor shall organize and facilitate a full-day strategic planning meeting, in conjunction with the CDPSS, for the statewide Sugary Drink Workgroup, and provide, at a minimum, the following services:

2.7.2.1. Securing a meeting room;



Exhibit A

- 2.7.2.2. Promote the meeting to contacts provided by the CDPSS and collect RSVPs;
- 2.7.2.3. Work with the CDPSS to develop an agenda for the meeting;
- 2.7.2.4. Provide technical assistance and meeting facilitation;
- 2.7.2.5. Provide note-takers for the meeting.

2.8. Support for Diabetes, Heart Disease, and Arthritis

2.8.1. The Contractor shall:

- 2.8.1.1. Identify, contact, and contract with speakers and/or trainers possessing subject matter expertise, as appropriate, for scheduled trainings;
- 2.8.1.2. Coordinate event planning committees, at the discretion of the Department, which shall assist in the implementation of services required under this Agreement.
- 2.8.1.3. Provide logistical support to speakers and/or trainers;
- 2.8.1.4. Disseminate registration information and collect attendee registration fees;
- 2.8.1.5. Develop registration and evaluation questions;
- 2.8.1.6. Compile and evaluate registration and evaluation question answers;
 - 2.8.1.6.1. Answers to registration and evaluation questions will be used to inform the content of future trainings and improve the quality of trainings, as needed.
- 2.8.1.7. Secure appropriate venues for trainings;
- 2.8.1.8. Ensure appropriate meeting space and audiovisual equipment is provided;
- 2.8.1.9. Provide refreshments within United States Office of Management and Budget guidelines;
- 2.8.1.10. Provide sufficient staff to manage trainings;
- 2.8.1.11. Promote trainings to appropriate audiences;
- 2.8.1.12. Provide continuing education units to training participants and assisting with meeting the requirements of the appropriate accrediting body; and
- 2.8.1.13. Identify and secure Exhibitors to sponsor training activities and purchase vendor space.

3. Reporting and Deliverables

3.1. The Contractor shall provide a year one (1) work plan within thirty (30) days of the "kick-off" meeting, and a year two (2) work plan at least thirty (30) days before the end of year one (1) which shall include:

- 3.1.1. A plan to meet each obligation under this Agreement; and

Handwritten initials, possibly "JS", in black ink.



Exhibit A

- 3.1.2. An estimated timeline.
- 3.2. The Contractor shall submit quarterly reports approved by the Department within thirty (30) days following the end of each quarter, which include, but are not limited to:
 - 3.2.1. Brief narrative of work performed during the reporting period;
 - 3.2.2. Summary of work plans for the upcoming quarter, including challenges and/or barriers to completing the requirements of this Agreement;
 - 3.2.3. Documented achievements;
 - 3.2.4. Progress made toward meeting the performance measures; and
 - 3.2.5. Recommendations for project improvement.
- 3.3. The Contractor shall provide a report on information collected from the Chronic Disease Prevention and Screening Population Health Conference evaluations.
- 3.4. The Contractor shall provide an annual report on information collected from all trainings.
- 3.5. The Contractor shall provide a report on the Sugary Drink Workgroup strategic planning meeting outcomes.
- 3.6. The Contractor shall provide a written report on the results of the CHW needs assessment.
- 3.7. The Contractor shall ensure all meetings, trainings, conferences, and other obligations are delivered according to Section 2. Scope of Work of this agreement and in accordance with any developed work plan required under this agreement.

 4



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from Centers for Disease Control & Prevention, Prevention and Management of Diabetes and Heart Disease in NH, CFDA #93.426, Federal Award Identification Number (FAIN), NU58DP006515; Centers for Disease Control & Prevention, New Hampshire Public Health Approaches to Addressing Arthritis, CFDA #93.945, FAIN NU58DP006448; and Centers for Disease Control & Prevention, Comprehensive Cancer Control, CFDA #93.898, FAIN NU58DP006298.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-4, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSCONTRACTBILLING@DHHS.NH.GOV, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Public Health Services



Exhibit B

29 Hazen Drive
Concord, NH 03301

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

EXHIBIT B-1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI d/b/a Community Health Institute

Budget Request for: Professional Education and Promotion to Prevent
and Manage Diabetes, Heart Disease, Arthritis,
(Name of RFP)

Budget Period: SFY 2019 - Heart

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 20,000.00	\$ 3,400.00	\$ 23,400.00	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is on salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 7,600.00	\$ -	\$ 7,600.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 600.00	\$ -	\$ 600.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 1,400.00	\$ -	\$ 1,400.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	
7. Occupancy	\$ 2,000.00	\$ -	\$ 2,000.00	
8. Current Expenses	\$ 1,600.00	\$ -	\$ 1,600.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 27,000.00	\$ -	\$ 27,000.00	
11. Staff Education and Training	\$ 400.00	\$ -	\$ 400.00	
12. Subcontracts/Agreements	\$ 10,000.00	\$ -	\$ 10,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 71,600.00	\$ 3,400.00	\$ 75,000.00	

Indirect As A Percent of Direct

4.7%

Exhibit B-1_Budget - SFY 2019

Contractor Initials:

Page 1 of 1

Date: 3/1/19

EXHIBIT B-2 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI d/b/a Community Health Institute

Professional Education and Promotion to Prevent
Budget Request for: and Manage Diabetes, Heart Disease, Arthritis,
(Name of RFP)

Budget Period: SFY 2020 - Heart

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 20,000.00	\$ 3,400.00	\$ 23,400.00	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is on salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 7,600.00	\$ -	\$ 7,600.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 600.00	\$ -	\$ 600.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 1,400.00	\$ -	\$ 1,400.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	
7. Occupancy	\$ 2,000.00	\$ -	\$ 2,000.00	
8. Current Expenses	\$ 1,600.00	\$ -	\$ 1,600.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 27,000.00	\$ -	\$ 27,000.00	
11. Staff Education and Training	\$ 400.00	\$ -	\$ 400.00	
12. Subcontracts/Agreements	\$ 10,000.00	\$ -	\$ 10,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 71,600.00	\$ 3,400.00	\$ 75,000.00	

Indirect As A Percent of Direct

4.7%

Exhibit B-2_ Budget - SFY 2020

Contractor Initials:

EXHIBIT B-3 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI d/b/a Community Health Institute

Professional Education and Promotion to Prevent
Budget Request for: and Manage Diabetes, Heart Disease, Arthritis,
(Name of RFP)

Budget Period: SFY 2019-Diabetes

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 30,000.00	\$ 5,100.00	\$ 35,100.00	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is on salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 11,400.00	\$ -	\$ 11,400.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 900.00	\$ -	\$ 900.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 2,100.00	\$ -	\$ 2,100.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	
7. Occupancy	\$ 3,000.00	\$ -	\$ 3,000.00	
8. Current Expenses	\$ 2,400.00	\$ -	\$ 2,400.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 27,500.00	\$ -	\$ 27,500.00	
11. Staff Education and Training	\$ 600.00	\$ -	\$ 600.00	
12. Subcontracts/Agreements	\$ 10,000.00	\$ -	\$ 10,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 89,900.00	\$ 5,100.00	\$ 95,000.00	

Indirect As A Percent of Direct

5.7%

Exhibit B-3 Budget - SFY 2019

Contractor Initials: JS

EXHIBIT B-4 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI d/b/a Community Health Institute

**Budget Request for: Professional Education and Promotion to Prevent
and Manage Diabetes, Heart Disease, Arthritis,
(Name of RFP)**

Budget Period: SFY 2020 - Diabetes

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 30,000.00	\$ 5,100.00	\$ 35,100.00	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is on salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 11,400.00	\$ -	\$ 11,400.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 900.00	\$ -	\$ 900.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 2,100.00	\$ -	\$ 2,100.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	
7. Occupancy	\$ 3,000.00	\$ -	\$ 3,000.00	
8. Current Expenses	\$ 2,400.00	\$ -	\$ 2,400.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 27,500.00	\$ -	\$ 27,500.00	
11. Staff Education and Training	\$ 600.00	\$ -	\$ 600.00	
12. Subcontracts/Agreements	\$ 10,000.00	\$ -	\$ 10,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 89,900.00	\$ 5,100.00	\$ 95,000.00	

Indirect As A Percent of Direct

5.7%

Exhibit B-4_ Budget - SFY 2020

Contractor Initials:

JSI

EXHIBIT B-5 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI d/b/a Community Health Institute

Professional Education and Promotion to Prevent
Budget Request for: and Manage Diabetes, Heart Disease, Arthritis,
(Name of RFP)

Budget Period: SFY 2019 - Arthritis

Line-Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 17,500.00	\$ 2,975.00	\$ 20,475.00	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is on salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 6,650.00	\$ -	\$ 6,650.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 525.00	\$ -	\$ 525.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 1,225.00	\$ -	\$ 1,225.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	
7. Occupancy	\$ 1,750.00	\$ -	\$ 1,750.00	
8. Current Expenses	\$ 1,400.00	\$ -	\$ 1,400.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 26,625.00	\$ -	\$ 26,625.00	
11. Staff Education and Training	\$ 350.00	\$ -	\$ 350.00	
12. Subcontracts/Agreements	\$ 10,000.00	\$ -	\$ 10,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 67,025.00	\$ 2,975.00	\$ 70,000.00	

Indirect As A Percent of Direct

4.4%

Exhibit B-5_Budget - SFY 2019

Contractor Initials:

JSI

EXHIBIT B-6 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI d/b/a Community Health Institute

**Professional Education and Promotion to Prevent
Budget Request for: and Manage Diabetes, Heart Disease, Arthritis,
(Name of RFP)**

Budget Period: SFY 2020-Arthritis

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 17,500.00	\$ 2,975.00	\$ 20,475.00	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is on salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 6,650.00	\$ -	\$ 6,650.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 525.00	\$ -	\$ 525.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 1,225.00	\$ -	\$ 1,225.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	
7. Occupancy	\$ 1,750.00	\$ -	\$ 1,750.00	
8. Current Expenses	\$ 1,400.00	\$ -	\$ 1,400.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 26,625.00	\$ -	\$ 26,625.00	
11. Staff Education and Training	\$ 350.00	\$ -	\$ 350.00	
12. Subcontracts/Agreements	\$ 10,000.00	\$ -	\$ 10,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 67,025.00	\$ 2,975.00	\$ 70,000.00	

Indirect As A Percent of Direct

4.4%

Exhibit B-6_ Budget - SFY 2020

Contractor Initials: 

EXHIBIT B-7 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI d/b/a Community Health Institute

Professional Education and Promotion to Prevent
Budget Request for: and Manage Diabetes, Heart Disease, Arthritis,
(Name of RFP)

Budget Period: SFY 2019 - Comp Cancer

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 3,000.00	\$ 510.00	\$ 3,510.00	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is on salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 1,140.00	\$ -	\$ 1,140.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 90.00	\$ -	\$ 90.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 210.00	\$ -	\$ 210.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 300.00	\$ -	\$ 300.00	
7. Occupancy	\$ 300.00	\$ -	\$ 300.00	
8. Current Expenses	\$ 240.00	\$ -	\$ 240.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 9,150.00	\$ -	\$ 9,150.00	
11. Staff Education and Training	\$ 60.00	\$ -	\$ 60.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 14,490.00	\$ 510.00	\$ 15,000.00	

Indirect As A Percent of Direct

3.5%

Exhibit B-7_Budget - SFY 2019

Contractor Initials:

EXHIBIT B-8 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI d/b/a Community Health Institute

Professional Education and Promotion to Prevent
Budget Request for: and Manage Diabetes, Heart Disease, Arthritis,
(Name of RFP)

Budget Period: SFY 2020 - Comp Cancer

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 3,000.00	\$ 510.00	\$ 3,510.00	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is on salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 1,140.00	\$ -	\$ 1,140.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 90.00	\$ -	\$ 90.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 210.00	\$ -	\$ 210.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 300.00	\$ -	\$ 300.00	
7. Occupancy	\$ 300.00	\$ -	\$ 300.00	
8. Current Expenses	\$ 240.00	\$ -	\$ 240.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 9,150.00	\$ -	\$ 9,150.00	
11. Staff Education and Training	\$ 60.00	\$ -	\$ 60.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 14,490.00	\$ 510.00	\$ 15,000.00	

Indirect As A Percent of Direct

3.5%

Exhibit B-8_ Budget - SFY 2020

Contractor Initials: 

EXHIBIT B-9 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI d/b/a Community Health Institute

Professional Education and Promotion to Prevent
Budget Request for: and Manage Diabetes, Heart Disease, Arthritis,
(Name of RFP)

Budget Period: SFY 2019 - BCCP

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 7,700.00	\$ 1,309.00	\$ 9,009.00	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is on salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 2,926.00	\$ -	\$ 2,926.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 231.00	\$ -	\$ 231.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 539.00	\$ -	\$ 539.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 100.00	\$ -	\$ 100.00	
7. Occupancy	\$ 770.00	\$ -	\$ 770.00	
8. Current Expenses	\$ 616.00	\$ -	\$ 616.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 655.00	\$ -	\$ 655.00	
11. Staff Education and Training	\$ 154.00	\$ -	\$ 154.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 13,691.00	\$ 1,309.00	\$ 15,000.00	

Indirect As A Percent of Direct

9.6%

Exhibit B-9_Budget - SFY 2019

Contractor Initials: *JSI*

EXHIBIT B-10 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI d/b/a Community Health Institute

Professional Education and Promotion to Prevent
Budget Request for: and Manage Diabetes, Heart Disease, Arthritis,
(Name of RFP)

Budget Period: SFY 2020 - BCCP

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 7,700.00	\$ 1,309.00	\$ 9,009.00	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is on salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 2,926.00	\$ -	\$ 2,926.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 231.00	\$ -	\$ 231.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 539.00	\$ -	\$ 539.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 100.00	\$ -	\$ 100.00	
7. Occupancy	\$ 770.00	\$ -	\$ 770.00	
8. Current Expenses	\$ 616.00	\$ -	\$ 616.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 655.00	\$ -	\$ 655.00	
11. Staff Education and Training	\$ 154.00	\$ -	\$ 154.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 13,691.00	\$ 1,309.00	\$ 15,000.00	

Indirect As A Percent of Direct

9.6%

Exhibit B-10_ Budget - SFY 2020

Contractor Initials:



SPECIAL PROVISIONS

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

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

Exhibit C - Special Provisions

Contractor Initials

Date 3/1/19



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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

 - (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

 - (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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



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

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

20. Contract Definitions:

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

 4



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

4



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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

Name: Jonathan Stewart
Title: Regional Director

March 1, 2019

Date



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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


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

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

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

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

March 1, 2019
Date


Name: Jonathan Stewart
Title: Regional Director



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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

Name: Jonathan Stewart
Title: Regional Director

March 1, 2019

Date



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

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

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

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

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

Exhibit G

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

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

March 1, 2019

Date

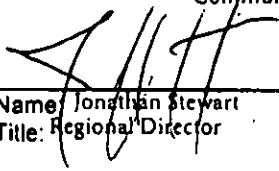

Name: Jonathan Stewart
Title: Regional Director

Exhibit G

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

Contractor Initials





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

A handwritten signature in black ink, appearing to read "Jonathan Stewart", written over a horizontal line.

Name: Jonathan Stewart
Title: Regional Director

March 1, 2019

Date

Contractor Initials

Handwritten initials "JS" in black ink, written over a horizontal line.

Date 3/1/19



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Contractor Initials

A handwritten signature in black ink, appearing to be "A" or "G", written over a horizontal line.

Date 3/1/19



Exhibit I

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

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Contractor Initials

Date 3/1/19



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

Date 3/1/19



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

[Handwritten Signature]
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

3/1/19
Date

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

Name of the Contractor

[Handwritten Signature]
Signature of Authorized Representative

Jonathan Stewart
Name of Authorized Representative

Regional Director
Title of Authorized Representative

March 1, 2019
Date

[Handwritten Initials]



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

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

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

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

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


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

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

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

March 1, 2019

Date


Name: Jonathan Stewart
Title: Regional Director

Contractor Initials 

Date 3/1/19



FORM A

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

1. The DUNS number for your entity is: 14-5729117
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO X YES

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

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

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO X YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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