



Lori A. Shibleyette
Commissioner

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9564 1-800-804-0909
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October 14, 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 for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend an existing **Sole Source** agreement with JSI Research & Training Institute d/b/a Community Health Institute, (Vendor #161611-B001), Bow, New Hampshire for website maintenance to provide additional support for the Alcohol and Other Drug Continuum of Care System Supports, by increasing the price limitation by \$31,500 from \$6,307,576 to \$6,339,076 with no change to the contract completion date of June 30, 2021 effective upon Governor and Council approval. 66% Federal Funds. 34% General Funds.

The original contract was approved by Governor and Council on October 17, 2018, item #6. It was subsequently amended with Governor and Council approval on December 5, 2018, item #18, and most recently amended with Governor and Council approval on June 24, 2020, item #34.

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

Please attached fiscal details

EXPLANATION

This request is **Sole Source** because a previous action was approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. The services and contractor were requested, authorized and approved by the Governor's Commission on Alcohol and other Drugs (Commission) on January 10, 2020 and March 5, 2020.

The purpose of this request is to provide website maintenance and content management services for the Treatment Locator (<https://nhtreatment.org/>) and New Hampshire Recovery Hub (<http://nhrecoveryhub.org/>) websites. The additional scope supports and expands existing treatment and recovery listings, website content and educational materials.

The Contractor will host each website and ensure the websites function properly while updating and uploading content, as requested by providers and the Department. The Contractor will maintain each website and ensure directory listings are current by improving coordination of edits and new provider listings as well as identifying key providers and organizations.

The Department will monitor additional contracted services by reviewing monthly written progress reports that include a summary of the key work performed during the monthly period.

The Contractor will identify foreseeable key issues and include mitigation strategies with a schedule of work to be completed for the upcoming reporting period.

As referenced in Exhibit C-1 of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

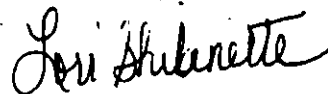
Should the Governor and Council not authorize this request the Department will not be able to maintain the websites that offer vital information in support of the statewide Substance Use Treatment and Recovery efforts.

Area served: Statewide

Source of Funds: CFDA #93.243 FAIN SP020796; CFDA #93.959 FAIN TI083041; General Funds; and Other Funds (Governor Commission Funds).

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori Shabinette". The signature is fluid and cursive, with the first name "Lori" being more prominent than the last name "Shabinette".

Lori A. Shabinette
Commissioner

Fiscal Details

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, OPIOID STR GRANT-(100% Federal Funds CFDA #93.788 FAIN T1080246)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program	92052559	\$50,000	\$0	\$50,000
2020	102- 500731	Contracts for Program	92052559	\$0	\$0	\$0
			<i>Subtotal</i>	<i>\$50,000</i>	<i>\$0</i>	<i>\$50,000</i>

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2019	102- 500731	Contracts for Program Services	92058501	\$599,676	\$0	\$599,676
2019	102- 500731	Contracts for Program Services	92058502	\$599,676	\$0	\$599,676
2020	102- 500731	Contracts for Program Services	92058501	\$324,676	\$0	\$324,676
2020	102- 500731	Contracts for Program Services	92058502	\$806,518	\$0	\$806,518
2021	102- 500731	Contracts for Program Services	92058501	\$75,000	\$0	\$75,000
2021	102- 500731	Contracts for Program Services	92058502	\$550,000	\$0	\$550,000
			<i>Subtotal</i>	<i>\$2,955,546</i>	<i>\$0</i>	<i>\$2,955,546</i>

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds CFDA #93.959 FAIN TI010035 and 34% General Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2019	102- 500731	Contracts for Program Services	92057501	\$300,000	\$0	\$300,000
2020	102- 500731	Contracts for Program Services	92057501	\$300,000	\$0	\$300,000
2021	102- 500731	Contracts for Program Services	92057501	\$0	\$31,500	\$31,500
			<i>Subtotal</i>	<i>\$600,000</i>	<i>\$31,500</i>	<i>\$631,500</i>

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PFS2 GRANT (100% Federal Funds CFDA #93.243 FAIN SP020796)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2019	102- 500731	Contracts for Program Services	92052407	\$240,000	\$0	\$240,000
2019	102- 500731	Contracts for Program Services	92052408	\$75,000	\$0	\$75,000
2020	102- 500731	Contracts for Program Services	92052407	\$265,000	\$0	\$265,000
2020	102- 500731	Contracts for Program Services	92052408	\$75,000	\$0	\$75,000
2021	102- 500731	Contracts for Program Services	92052407	\$150,000	\$0	\$150,000
2021	102- 500731	Contracts for Program Services	92052408	\$150,000	\$0	\$150,000
			<i>Subtotal</i>	<i>\$955,000</i>	<i>\$0</i>	<i>\$955,000</i>

05-95-92-920510-69350000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, MAT GRANT (100% Federal Funds CFDA #93.243 FAIN T1026741)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2019	102- 500731	Contracts for Program Services	92056935	\$108,800	\$0	\$108,800
2020	102- 500731	Contracts for Program Services	92056935	\$133,800	\$0	\$133,800
			<i>Subtotal</i>	<i>\$242,600</i>	<i>\$0</i>	<i>\$242,600</i>

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, STATE OPIOID RESPONSE GRANT (100% Federal Funds CFDA #93,788 FAINTI081685)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2019	102- 500731	Contracts for Program Services	92057040	\$500,000	\$0	\$500,000
2020	102- 500731	Contracts for Program Services	92057040	\$400,000	\$0	\$400,000
			<i>Subtotal</i>	<i>\$900,000</i>	<i>\$0</i>	<i>\$900,000</i>

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: MEDICAID & BUSINESS POLICY OFFICE, OFFICE OF MEDICAID AND BUSINESS POLICY MEDICAID CARE MANAGEMENT (100% General Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2019	102- 500731	Contracts for Program Services	47000554	\$162,562	\$0	\$162,562
2020	102- 500731	Contracts for Program Services	47000554	\$441,868	\$0	\$441,868
			<i>Subtotal</i>	<i>\$604,430</i>	<i>\$0</i>	<i>\$604,430</i>
			Grand Total	\$6,307,576	\$31,500	\$6,339,076



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Alcohol and Other Drug (AOD)
Continuum of Care System Supports**

This 4th Amendment to the Alcohol and Other Drug (AOD) Continuum of Care System Supports contract (hereinafter referred to as "Amendment #4") 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 d/b/a Community Health Institute, (hereinafter referred to as "the Contractor"), a domestic nonprofit corporation 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 October 17, 2018, (Item #6), as amended on December 5, 2018, (Item #20), August 28, 2019, (Item #12) and June 24, 2020, (Item #34), 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, 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 extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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:
\$6,339,076.
2. Modify Exhibit A-Amendment #3, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Department Collaboration, Meetings, Websites, by adding Paragraph 2.6.2 to read:
 - 2.6.2. The Contractor shall collaborate with the Department to update and maintain the New Hampshire Treatment Locator website (<https://nhtreatment.org>) through December 31, 2020, by conducting activities that include, but are not limited to:
 - 2.6.2.1. Hosting the website.
 - 2.6.2.2. Ensuring the website functions properly.
 - 2.6.2.3. Updating and uploading edits to listings within 48 hours of the requested action from providers and as requested by the Department.
3. Modify Exhibit A-Amendment #3, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Department Collaboration, Meetings, Websites, by adding Paragraph 2.6.3 to read:
 - 2.6.3. The Contractor shall collaborate with the Department to update and maintain the New Hampshire Recovery Hub website (<http://nhrecoveryhub.org>) through December 31, 2020, by conducting activities that include, but are not limited to:
 - 2.6.3.1. Hosting the website.
 - 2.6.3.2. Ensuring the website functions properly.
 - 2.6.3.3. Updating and uploading content in collaboration with and as requested by the Department.
3. Modify Exhibit B, Amendment #3, Methods and Conditions Precedent to Payment, Section 3,



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

Subsection 3.2, Paragraph 3.2.1. to read:

3.2.1. Substance Abuse Prevention & Treatment Block Grant (SAPT) CFDA #93.959 is available for SFY2019, SFY2020 and SFY 2021 FAIN # TI010035.

4. Modify Exhibit B, Amendment #3, Methods and Conditions Precedent to Payment, Section 3, by adding Subsection 3.3. to read:

3.3. General Funds.

5. Modify Exhibit B, Amendment #3, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, by adding Paragraph 4.1.1 to read:

4.1.1. Payment for activities referenced in Exhibit A-Amendment #3, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Department Collaboration, Meetings, Websites, Paragraphs 2.6.2 through 2.6.3 shall be on a cost reimbursement basis for allowable activities incurred through December 31, 2020.

6. Modify Exhibit B, Amendment #3, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.2, Paragraph 4.2.1, Subparagraph 4.2.1.3. to read:

4.2.1.3. Exhibit B-20 Amendment #4 (SFY 21).

7. Modify Exhibit B, Amendment #3, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.2, Paragraph 4.2.2, Subparagraph 4.2.2.2. to read:

4.2.2.2. Exhibits B-21, Amendment #4, Governor's Commission Support Budget, SFY 2021, through Exhibit B-28, Amendment #4, Website Management Services Budget.

8. Modify Exhibit B-20, Amendment #3, Master AOD Continuum of Care Systems Supports Budget by replacing in its entirety with Exhibit B-20, Amendment #4, Master AOD Continuum of Care Systems Supports Budget, which is attached hereto and incorporated by reference herein.

9. Modify Exhibit B-21, Amendment #3, Governor's Commission Support Budget by replacing in its entirety with Exhibit B-21, Amendment #4, Governor's Commission Support Budget, which is attached hereto and incorporated by reference herein.

10. Modify Exhibit B-22, Amendment #3, PFS SEOW Budget by replacing in its entirety with Exhibit B-22, Amendment #4, PFS SEOW Budget, which is attached hereto and incorporated by reference herein.

11. Modify Exhibit B-23, Amendment #3, PFS Program Support Budget by replacing in its entirety with Exhibit B-23, Amendment #4, PFS Program Support Budget, which is attached hereto and incorporated by reference herein.

12. Modify Exhibit B-24, Amendment #3, PFS Media Budget by replacing in its entirety with Exhibit B-24, Amendment #4, PFS Media Budget, which is attached hereto and incorporated by reference herein.

13. Modify Exhibit B-25, Amendment #3, Service to Science Budget by replacing in its entirety with Exhibit B-25, Amendment #4, Service to Science Budget, which is attached hereto and incorporated by reference herein.

14. Modify Exhibit B-26, Amendment #3, Prevention Awareness and Education Campaign Budget in its entirety with Exhibit B-26, Amendment #4, Prevention Awareness and Education Campaign Budget, which is attached hereto and incorporated by reference herein.

15. Modify Exhibit B-27, Amendment #3, Cost Effectiveness Reporting for Prevention Budget by replacing in its entirety with Exhibit B-27, Amendment #4, Cost Effectiveness Reporting for

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**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**



Prevention Budget, which is attached hereto and incorporated by reference herein.

16. Add Exhibit B-28, Amendment #4, Website Maintenance Services, which is attached hereto and incorporated by reference herein.

**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect. 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

10/8/2020

Date

DocuSigned by:

Katja Fox

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Name: Katja Fox

Title: director

JSI Research & Training Institute d/b/a
Community Health Institute

10/8/2020

Date

DocuSigned by:

Katie Robert

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Name: Katie Robert

Title: director

**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**



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

OFFICE OF THE ATTORNEY GENERAL

10/13/2020

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "C. Pinos".

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Name: Catherine Pinos

Title: Attorney

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:

Exhibit B-20, Amendment #4

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 DHEHS. Everything else will automatically populate.

Contractor Name: JSI Research and Training Institute Inc.

Budget Request for: Master AOD Continuum of Care Systems Supports Budget

Budget Period: SFY21 (7/1/20-6/30/21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHEHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 308,026.87	-	\$ 308,026.87	-	-	-	\$ 308,026.87	-	\$ 308,026.87
2. Employee Benefits	\$ 132,144.85	-	\$ 132,144.85	-	-	-	\$ 132,144.85	-	\$ 132,144.85
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	\$ 1,547.37	-	\$ 1,547.37	-	-	-	\$ 1,547.37	-	\$ 1,547.37
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	\$ 12,383.50	-	\$ 12,383.50	-	-	-	\$ 12,383.50	-	\$ 12,383.50
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	\$ 6,500.00	-	\$ 6,500.00	-	-	-	\$ 6,500.00	-	\$ 6,500.00
7. Occupancy	\$ 44,578.98	-	\$ 44,578.98	-	-	-	\$ 44,578.98	-	\$ 44,578.98
8. Current Expenses	\$ 35,822.40	-	\$ 35,822.40	-	-	-	\$ 35,822.40	-	\$ 35,822.40
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	\$ 4,661.19	-	\$ 4,661.19	-	-	-	\$ 4,661.19	-	\$ 4,661.19
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	\$ 7,684.22	-	\$ 7,684.22	-	-	-	\$ 7,684.22	-	\$ 7,684.22
12. Subcontractal Agreements	\$ 180,789.48	-	\$ 180,789.48	-	-	-	\$ 180,789.48	-	\$ 180,789.48
13. Other (combine) Item attached program budget	-	-	-	-	-	-	-	-	-
	\$ 20,800.00	-	\$ 20,800.00	-	-	-	\$ 20,800.00	-	\$ 20,800.00
	\$ 4,000.00	-	\$ 4,000.00	-	-	-	\$ 4,000.00	-	\$ 4,000.00
TOTAL	\$ 637,844.72	\$ 62,774.80	\$ 700,619.52	-	-	-	\$ 637,844.72	\$ 62,774.80	\$ 700,619.52

Indirect As A Percent of Direct: 7.4%

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.
Budget Request for: Governor's Commission Support Budget
Budget Period: SFY21 (7/1/20 - 6/30/21)

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	\$ 76,526.32	\$ -	\$ 76,526.32	\$ -	\$ -	\$ -	\$ 76,526.32	\$ -	\$ 76,526.32
2. Employee Benefits	\$ 25,406.74	\$ -	\$ 25,406.74	\$ -	\$ -	\$ -	\$ 25,406.74	\$ -	\$ 25,406.74
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 2,678.42	\$ -	\$ 2,678.42	\$ -	\$ -	\$ -	\$ 2,678.42	\$ -	\$ 2,678.42
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 8,570.95	\$ -	\$ 8,570.95	\$ -	\$ -	\$ -	\$ 8,570.95	\$ -	\$ 8,570.95
8. Current Expenses	\$ 6,887.37	\$ -	\$ 6,887.37	\$ -	\$ -	\$ -	\$ 6,887.37	\$ -	\$ 6,887.37
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 994.84	\$ -	\$ 994.84	\$ -	\$ -	\$ -	\$ 994.84	\$ -	\$ 994.84
10. Information/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,530.53	\$ -	\$ 1,530.53	\$ -	\$ -	\$ -	\$ 1,530.53	\$ -	\$ 1,530.53
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details in remarks)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Print Gov Commission Mid Year and Annual Reports & support the task force	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
Subject Matter Experts	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
TOTAL	\$ 127,195.17	\$ 22,804.83	\$ 127,195.17	\$ -	\$ -	\$ -	\$ 127,195.17	\$ 22,804.83	\$ 150,000.00

Indirect As A Percent of Direct 17.9%

JSA Research Training Institute of the Community Health Institute
RFP-2019-8DAS-03-AI-COH-01-A04
Exhibit B-22 Amendment #4
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Contractor Initials *kl* Date 10/8/2020

J51 Research Training Institute d/b/a Community Health Institute
RFP-2019-BOAS-03-ALCOH-01-A04
Exhibit B-23 Amendment #4
Page 1 of 1

Contractor initials DS
Date 10/8/2020

Exhibit B-24 Amendment #4

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.

Budget Request for: PF3 Media Budget

Budget Period: SFY21 (7/1/20 - 6/30/21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 31,578.95		\$ 31,578.95				\$ 31,578.95		\$ 31,578.95
2. Employee Benefits	\$ 10,484.21		\$ 10,484.21				\$ 10,484.21		\$ 10,484.21
3. Consultants									
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies	\$ 1,105.20		\$ 1,105.20				\$ 1,105.20		\$ 1,105.20
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy	\$ 3,530.84		\$ 3,530.84				\$ 3,530.84		\$ 3,530.84
8. Current Expenses	\$ 2,842.11		\$ 2,842.11				\$ 2,842.11		\$ 2,842.11
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software	\$ 410.53		\$ 410.53				\$ 410.53		\$ 410.53
10. Marketing/Communications									
11. Staff Education and Training	\$ 631.58		\$ 631.58				\$ 631.58		\$ 631.58
12. Subcontract/Agreements									
13. Other (specify details mandatorily)									
Marketing & Marketing Travel	\$ 15,000.00		\$ 15,000.00				\$ 15,000.00		\$ 15,000.00
TOTAL	\$ 68,568.48	\$ 8,410.52	\$ 76,979.00				\$ 68,568.48	\$ 8,410.52	\$ 76,979.00

Indirect As A Percent of Direct 14.3%

Exhibit B-25 Amendment #4

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

Budget Request for: Service to Science Budget

Budget Period: 8FY21 (7/1/20 - 6/30/21)

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	\$ 45,263.16	\$ -	\$ 45,263.16	\$ -	\$ -	\$ -	\$ 45,263.16	\$ -	\$ 45,263.16
2. Employee Benefits	\$ 15,027.37	\$ -	\$ 15,027.37	\$ -	\$ -	\$ -	\$ 15,027.37	\$ -	\$ 15,027.37
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 1,584.21	\$ -	\$ 1,584.21	\$ -	\$ -	\$ -	\$ 1,584.21	\$ -	\$ 1,584.21
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 5,069.47	\$ -	\$ 5,069.47	\$ -	\$ -	\$ -	\$ 5,069.47	\$ -	\$ 5,069.47
8. Current Expenses	\$ 4,073.68	\$ -	\$ 4,073.68	\$ -	\$ -	\$ -	\$ 4,073.68	\$ -	\$ 4,073.68
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 588.42	\$ -	\$ 588.42	\$ -	\$ -	\$ -	\$ 588.42	\$ -	\$ 588.42
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 905.26	\$ -	\$ 905.26	\$ -	\$ -	\$ -	\$ 905.26	\$ -	\$ 905.26
12. Subcontracts/Agreements	\$ 160,000.00	\$ -	\$ 160,000.00	\$ -	\$ -	\$ -	\$ 160,000.00	\$ -	\$ 160,000.00
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subject Matter Experts	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
TOTAL	\$ 254,511.57	\$ 13,488.43	\$ 268,000.00	\$ -	\$ -	\$ -	\$ 254,511.57	\$ 13,488.43	\$ 268,000.00

Indirect As A Percent of Direct: 5.7%

Exhibit B-26 Amendment #4

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

Budget Request for: Prevention Awareness and Education Campaign Budget

Budget Period: 3FY21 (7/1/20 - 6/30/21)

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	\$ 44,210.52	\$ -	\$ 44,210.52	\$ -	\$ -	\$ -	\$ 44,210.52	\$ -	\$ 44,210.52
2. Employee Benefits	\$ 14,677.80	\$ -	\$ 14,677.80	\$ -	\$ -	\$ -	\$ 14,677.80	\$ -	\$ 14,677.80
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 1,547.37	\$ -	\$ 1,547.37	\$ -	\$ -	\$ -	\$ 1,547.37	\$ -	\$ 1,547.37
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
7. Occupancy	\$ 4,951.58	\$ -	\$ 4,951.58	\$ -	\$ -	\$ -	\$ 4,951.58	\$ -	\$ 4,951.58
8. Current Expenses	\$ 3,978.95	\$ -	\$ 3,978.95	\$ -	\$ -	\$ -	\$ 3,978.95	\$ -	\$ 3,978.95
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 574.74	\$ -	\$ 574.74	\$ -	\$ -	\$ -	\$ 574.74	\$ -	\$ 574.74
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 884.21	\$ -	\$ 884.21	\$ -	\$ -	\$ -	\$ 884.21	\$ -	\$ 884.21
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
TOTAL	\$ 68,825.26	\$ 13,174.74	\$ 82,000.00	\$ -	\$ -	\$ -	\$ 68,825.26	\$ 13,174.74	\$ 82,000.00
Indirect As A Percent of Direct		15.2%							

Exhibit B-27 Amendment #4

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.

Budget Request for: PFS Program Support Budget

Budget Period: SFY21 (7/1/20 - 6/30/21)

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	\$ 30,474.00	\$ -	\$ 30,474.00	\$ -	\$ -	\$ -	\$ 30,474.00	\$ -	\$ 30,474.00
2. Employee Benefits	\$ 13,105.37	\$ -	\$ 13,105.37	\$ -	\$ -	\$ -	\$ 13,105.37	\$ -	\$ 13,105.37
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 1,381.50	\$ -	\$ 1,381.50	\$ -	\$ -	\$ -	\$ 1,381.50	\$ -	\$ 1,381.50
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 4,421.00	\$ -	\$ 4,421.00	\$ -	\$ -	\$ -	\$ 4,421.00	\$ -	\$ 4,421.00
8. Current Expenses	\$ 3,552.66	\$ -	\$ 3,552.66	\$ -	\$ -	\$ -	\$ 3,552.66	\$ -	\$ 3,552.66
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 513.16	\$ -	\$ 513.16	\$ -	\$ -	\$ -	\$ 513.16	\$ -	\$ 513.16
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 780.48	\$ -	\$ 780.48	\$ -	\$ -	\$ -	\$ 780.48	\$ -	\$ 780.48
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify in remarks)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 43,237.33	\$ 11,762.65	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 43,237.33	\$ 11,762.65	\$ 55,000.00
Indirect As A Percent of Direct		19.6%							
PFS Program Support							\$ 75,000.00		

Exhibit B-28 Amendment #4

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.

Budget Request for: Website Maintenance Services Budget

Budget Period: 8FY21 (7/1/20 - 12/31/20)

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	\$ 16,500.00	\$ -	\$ 16,500.00	\$ -	\$ -	\$ -	\$ 16,500.00	\$ -	\$ 16,500.00
2. Employee Benefits	\$ 5,478.00	\$ -	\$ 5,478.00	\$ -	\$ -	\$ -	\$ 5,478.00	\$ -	\$ 5,478.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 577.50	\$ -	\$ 577.50	\$ -	\$ -	\$ -	\$ 577.50	\$ -	\$ 577.50
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,848.00	\$ -	\$ 1,848.00	\$ -	\$ -	\$ -	\$ 1,848.00	\$ -	\$ 1,848.00
8. Current Expenses	\$ 1,485.00	\$ -	\$ 1,485.00	\$ -	\$ -	\$ -	\$ 1,485.00	\$ -	\$ 1,485.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 214.50	\$ -	\$ 214.50	\$ -	\$ -	\$ -	\$ 214.50	\$ -	\$ 214.50
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 330.00	\$ -	\$ 330.00	\$ -	\$ -	\$ -	\$ 330.00	\$ -	\$ 330.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify item's mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
nhrecoveryhub.org security packages	\$ 90.00	\$ -	\$ 90.00	\$ -	\$ -	\$ -	\$ 90.00	\$ -	\$ 90.00
nhrecoveryhub.org Domain Renewal	\$ 90.00	\$ -	\$ 90.00	\$ -	\$ -	\$ -	\$ 90.00	\$ -	\$ 90.00
TOTAL	\$ 26,343.00	\$ 4,917.00	\$ 31,260.00	\$ -	\$ -	\$ -	\$ 26,343.00	\$ 4,917.00	\$ 31,260.00
Indirect As A Percent of Direct		18.3%							

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: 0004883368



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm 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: 0004883373



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

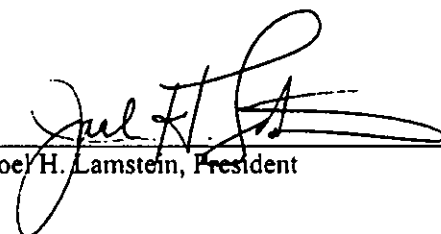
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

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 October 7, 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 7th day of October 2020.



Joel H. Lamstein, President

STATE OF New Hampshire

COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 7th day of October, 2020 by Joel H. Lamstein.

Notary Public/Justice of the Peace

My Commission Expires: _____

JOHNSNO-01

DMEANEY



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/10/2020

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 Armfield, Harrison & Thomas, Inc. dba AHT Insurance 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@ahatins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Federal Insurance Company	
		INSURER B: Executive Risk Indemnity	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYVD	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	9/9/2020	9/9/2021	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 - COMP/OP AGG \$ Included
A	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	9/9/2020	9/9/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S		79861066	9/9/2020	9/9/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71733182	9/9/2020	9/9/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	E&O/CYBER		G46887694	11/30/2019	11/30/2020	GENERAL AGGREGATE \$ 5,000,000
A	Directors & Officers		81595534	11/30/2019	11/30/2020	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)
 It is understood and agreed that NH Department of Health and Human Services is included as an additional insured as respects general liability as required by written contract per the terms and conditions of Chubb form 80-02-2367 (5-07). All forms available for your review upon request.

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. JSI maintains offices in Boston, Massachusetts; Washington, D.C.; Denver, Colorado and Bow, New Hampshire; as well as seven overseas offices in developing nations. Since its inception, JSI has successfully completed more than 400 contracts in the health and human service fields.

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.

**Consolidated Financial Statements and
Report of Independent Certified Public
Accountants**

**JSI Research and Training Institute, Inc. and
Affiliates**

September 30, 2019

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Consolidated statement of cash flows	8
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GRANT THORNTON LLP

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Boston, MA 02109

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
JSI Research & Training Institute, Inc.

We have audited the accompanying consolidated financial statements of JSI Research & Training Institute, Inc., (a nonprofit organization), which comprise the consolidated statement of financial position as of September 30, 2019, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's responsibility for the 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 audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from 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 & Training Institute, Inc. as of September 30, 2019, 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.

Grant Thornton LLP

Boston, Massachusetts
August 5, 2020

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

September 30, 2019

ASSETS

CURRENT ASSETS:

Cash and cash equivalents	\$ 98,563,248
Receivables for program work	45,130,388
Field advances - program	25,188
Employee advances	184,277
Prepaid expenses	1,665,471
Total current assets	<u>145,568,572</u>

PROPERTY AND EQUIPMENT, net

Other assets	70,862
Total assets	<u>\$ 145,676,379</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:

Accounts payable and payroll withholdings	\$ 59,600,173
Accrued vacation	1,464,584
Advances for program work	29,722,037
Total current liabilities	<u>90,786,794</u>

NET ASSETS:

Without donor restrictions	54,585,599
With donor restrictions	303,986
Total net assets	<u>54,889,585</u>

Total liabilities and net assets	<u>\$ 145,676,379</u>
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The accompanying notes are an integral part of this consolidated financial statement.

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENT OF ACTIVITIES

Year ended September 30, 2019

Net assets without donor restrictions

Public support and revenue

Public support:

Global Fund

\$ 570,358,986

Government grants and contracts:

U.S. Government

196,939,720

Commonwealth of Massachusetts

5,739,415

Other grants and contracts

101,715,710

Program income

280,588

Contributions

265,399

In-kind project contributions

9,678,628

Inherent contribution

778,482

Interest income

852,027

Total support and revenue

886,608,955

Expenses

Program services:

International programs

818,431,255

Domestic programs

27,263,690

Total program services

845,694,945

Supporting services

Management and general

36,428,678

Fundraising

2,806,595

Total supporting services

39,235,273

Other Expenses

Unallowable

288,094

Total other expenses

288,094

Total expenses

885,218,312

Change in net assets

1,390,643

Change in net assets with donor restrictions

46,777

Net assets at beginning of year

53,452,165

Net assets at end of year

\$ 54,889,585

The accompanying notes are an integral part of this consolidated financial statement.

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year ended September 30, 2019

	Program services			Supporting services		Total expenses
	International programs	Domestic programs	Total	Management and general	Fundraising	2019
Commodities	\$ 544,556,844	\$ -	\$ 544,556,844	\$ 1,421	\$ 1,471	\$ 544,559,736
Freight Costs	39,852,513	-	39,852,513	-	-	39,852,513
Salaries	24,532,253	12,172,719	36,704,972	11,085,659	2,353,165	50,143,796
Consultants	14,119,065	5,791,456	19,910,521	2,090,816	379,622	22,380,959
Cooperating national salaries	49,781,390	244,621	50,006,011	658,281	-	50,864,272
Travel	9,468,547	1,256,109	10,724,656	940,323	22,704	11,687,683
Allowance and training	7,052,172	46,380	7,098,532	236,850	250	7,335,432
Subgrants/Subcontracts	83,262,033	5,191,198	88,453,231	-	22,267	88,475,498
Equipment, material and supplies	4,555,167	231,216	4,786,383	300,443	-	5,086,826
Other costs	31,154,814	2,330,011	33,484,825	20,713,133	24,233	54,222,191
Information Technology	148,193	-	148,193	387,941	2,883	537,017
Non-Commodity	277,348	-	277,348	-	-	277,348
Quality Assurance	184,863	-	184,863	(548)	-	184,315
Incidence	29,423	-	29,423	1,382	-	30,805
In-kind project expenses	9,678,630	-	9,678,630	-	-	9,678,630
Depreciation	-	-	-	13,197	-	13,197
Total expense	\$ 818,431,255	\$ 27,263,690	\$ 845,694,945	\$ 36,428,678	\$ 2,806,595	\$ 884,930,218

The accompanying notes are an integral part of this consolidated financial statement.

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENT OF CASH FLOWS

Year ended September 30, 2019

Cash flows from operating activities:

Increase in net assets	\$ 1,437,420
Adjustments to reconcile increase in net assets to net cash used in operating activities:	
Depreciation	19,685
(Increase) decrease in receivables for program work	(26,553,124)
(Increase) decrease in field advances - program	500,547
(Increase) decrease in employee advances	(79,414)
(Increase) decrease in prepaid expenses	(766,262)
(Increase) decrease in other assets	(22,609)
Increase (decrease) in accounts payable and payroll withholdings	28,512,414
Increase (decrease) in accrued vacation	(210,088)
Increase (decrease) in advances for program work	(18,507,594)
Net cash used in operating activities	<u>(15,669,025)</u>

Cash flows from investing activities:

Acquisition of property and equipment	(52,342)
Inherent contribution net of cash acquired	<u>37,427,968</u>
Net cash provided by investing activities	<u>37,375,626</u>

NET INCREASE IN CASH AND CASH EQUIVALENTS

21,706,601

Cash and cash equivalents at beginning of year76,856,647**Cash and cash equivalents at end of year**\$ 98,563,248

The accompanying notes are an integral part of this consolidated financial statement.

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

September 30, 2019

NOTE A - ORGANIZATION AND NATURE OF ACTIVITIES

JSI Research and Training Institute, Inc. (the "Organization") 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.

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

World Education, Inc. 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. World Education, Inc.'s financial data is consolidated utilizing its fiscal year-end financial position at June 30, 2019.

The Partnership for Supply Chain Management (PfSCM) was incorporated on February 14, 2005 under the laws of Massachusetts. PfSCM began operations on October 1, 2005 as a non-profit organization established by JSI Research & Training Institute, Inc. and Management Sciences for Health, Inc. On October 11, 2018, Management Sciences for Health, Inc. discontinued their relationship with PfSCM and JSI Research & Training Institute, Inc. became the sole member of PfSCM. PfSCM's financial data is consolidated utilizing its fiscal year-end financial position at September 30, 2019.

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

NOTE B CHANGE IN CONTROL

As previously referred to in Note A, the Organization achieved a controlling interest in the PfSCM during fiscal year 2019. This transaction was effected without the transfer of consideration, and as such, the net assets of PfSCM as of October 11, 2018, totaling \$2,778,482, were contributed to the Organization and were recognized in the accompanying consolidated statement of activities as an inherent contribution. Details of the transaction are as follows:

Cash and cash equivalents	\$ 38,206,450
Accounts receivable	2,608,518
Other assets	774,153
Liabilities	<u>(40,810,639)</u>
	<u>\$ 778,482</u>

JSI Research and Training Institute, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2019

NOTE C - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of JSI Research and Training Institute, Inc. as well as World Education, Inc. and PfSCM, its affiliates (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 affiliates in conformity with accounting principles generally accepted in the United States of America (US GAAP). Net assets, revenues, and expenses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and the changes thereof are classified and reported as follows:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed restrictions.

Net assets with donor restrictions - Contributions, grants, and income whose use by the Organization has been limited by donors or grantors to a specific time period or purpose.

Use of Estimates

The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

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. Total cash held in foreign accounts was \$3,483,206 at September 30, 2019.

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 consolidated statement of activities.

Property and Equipment

Property and equipment owned by the organization 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. Property and equipment purchased with grant funds where ownership rests with the donor is expensed at the time of purchase and is returned to the donor or disposed of in accordance with the terms of the grant and/or donor permissions at the conclusion of the grant period.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2019

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, as well as other private foundations and non-governmental organizations. 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.

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

Contributions received are recorded as revenue without donor restrictions, or with donor restrictions depending on the existence and/or nature of any donor restrictions. Contributions are reported as restricted support and are then released to without donor restrictions upon expiration of the time and/or purpose of the restriction. Restricted support, whose restrictions are met in the same reporting period, is shown as support without restrictions.

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, 2018, and 2019 remain open years subject to examination and review.

JSI Research and Training Institute, Inc., World Education, Inc. and PfSCM file separate unconsolidated tax returns. JSI Research and Training Institute, Inc. and PfSCM file tax returns are based on a September 30 year end and World Education, Inc. files its tax return based on a June 30 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. Each functional classification includes all expenses related to the underlying operations by natural classification. Natural expenses attributable to more than one functional expense category are allocated using a variety of cost allocation techniques.

JSI Research and Training Institute, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2019

Foreign Currency Transactions

Expenses of international operations are measured generally using local currency. Expenses are translated to USD using the first in, first out method of exchange based on the bank rate assigned at transfer. As a result, foreign currency transaction gains and losses are negligible and are included as direct program expenses.

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, 2019 was \$0. Included in receivables for program work is \$38,093,960 of amounts billed and \$7,036,428 of amounts unbilled.

Implementation of New Accounting Standards

In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities*, which revises the not-for-profit financial reporting model. ASU 2016-14 provides for additional disclosure requirements and modifies net asset reporting. The Organization adopted ASU 2016-14 effective in the fiscal year ended September 30, 2019. As a result of the adoption of ASU 2016-14, the Organization was required to reclassify its net assets into two categories: net assets without donor restrictions and net assets with donor restrictions. In addition, the guidance requires enhanced disclosures about liquidity and expenses by both their natural and functional classification, among other changes.

In June 2018, the FASB issued ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The amendments in this ASU assist entities in: (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other guidance; and (2) determining whether a contribution is conditional. For contributions, an entity should follow the guidance in Subtopic 958-605, whereas for exchange transactions, an entity should follow other guidance (for example, Topic 606, *Revenue from Contracts with Customers*). Management has adopted this ASU in fiscal year 2019 and there was no impact upon adoption.

Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which is a comprehensive new revenue recognition standard that will supersede existing revenue recognition guidance. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Management is currently evaluating the effect the provisions of this ASU will have on the consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the statement of financial position for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of activities. Management is currently evaluating the impact of the pending adoption of the new standard on the financial statements.

JSI Research and Training Institute, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2019

NOTE D - 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 E - PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

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

	Cost	Accumulated depreciation	Net
Furniture and equipment	\$ 709,627	\$ 654,090	\$ 55,537
Leasehold improvements	45,680	30,355	15,325
	<u>\$ 755,307</u>	<u>\$ 684,445</u>	<u>\$ 70,862</u>

Depreciation expense was \$13,197 for the year ended September 30, 2019.

NOTE F - OTHER ASSETS

Other assets consist of the following at September 30, 2019:

Deposits	\$ 132,401
Artwork - donated	36,945
	<u>\$ 169,346</u>

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

NOTE G - ACCRUED VACATION

In accordance with formal policies, vacation was accrued at September 30, 2019 as follows:

JSI Research and Training Institute, Inc.	\$ 1,464,584
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JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2019

NOTE H - ADVANCES FOR PROGRAM WORK

Advances for program work consist of the following at September 30, 2019:

Other - non-governmental	
Bill & Melinda Gates Foundation	\$ 13,272,043
Various Donors	10,225,618
Global Fund	4,048,678
Doris Duke Charitable Foundation	2,175,699
	<hr/>
	\$ 29,722,038

Advances for program work represent refundable advances of cash received from non-governmental organizations. They are reported as advances because there is typically a barrier placed by the granting organization, as well as a right of return if the funds are not used in accordance with the terms of the arrangement with the funding organization. Once the barriers are overcome and there is no longer a right of return, revenue is recognized.

NOTE I - DEBT

Citizens Bank

World Education, Inc. has a revolving line of credit with a bank 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, 2020 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 June 30, 2019, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended June 30, 2019.

John Snow, Inc.

World Education, Inc. has an unsecured revolving line of credit with John Snow, Inc. (a related party) with a borrowing limit of up to \$1,000,000. The loan was renewed on July 1, 2019. 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, 2022. The loan is not collateralized. No funds were borrowed during the year and as a result, as of June 30, 2019, the outstanding balance is \$0. No interest was incurred on this loan during the year ended June 30, 2019 (See Note Q).

NOTE J - 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, 2019. Management believes that the co-borrower is current on the loan and that its collateral exceeds the balance due (See Note Q).

Provisional indirect cost rates are negotiated with the United States Agency for International Development (AID) on an annual basis. As of September 30, 2019, actual indirect cost rates have been approved by AID for JSI Research and Training Institute, Inc. through December 31, 2014 and World Education, Inc. through

JSI Research and Training Institute, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2019

June 30, 2018. Based on favorable past experience, management believes the effects of changes to the overhead rates, if any, would not be material to the consolidated financial statements.

NOTE K NET ASSETS WITH DONOR RESTRICTIONS

During the year ended June 30, 2019, the Organization received \$46,777 of restricted donations. The donations are restricted for use in specific programs and/or projects that are specified by the donor.

NOTE L - 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, 2019, John Snow, Inc. billed JSI Research and Training Institute, Inc. \$28,335,233 for consulting services (technical support). This amount is reflected under program services - consulting totaling \$15,311,055 and program services - other costs totaling \$13,024,177 on the consolidated statement of functional expenses. In addition, JSI Research and Training Institute, Inc. performed consulting services (technical support) for John Snow, Inc. totaling \$7,658,189.

The two companies also share facilities and pool various overhead expenses. For the year ended September 30, 2019, JSI Research and Training Institute, Inc. incurred \$23,073,571 of overhead expenses (supporting services), of which \$9,292,686 was its share of John Snow, Inc. incurred costs.

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, 2020, 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 2.00% payable monthly in arrears, which at September 30, 2019 was 3.826%. At September 30, 2019, a balance of \$0 was outstanding on the loan.

During the year, the Company had various accounts payable due from and to John Snow, Inc. At September 30, 2019, the accounts receivable balance is \$0 and the accounts payable balance is \$369,577.

World Education, Inc. has an agreement with John Snow, Inc. whereby John Snow, Inc. will provide administrative and technical support as requested from time to time by WEI, on arms-length terms as agreed by WEI and JSI. Transactions between World Education, Inc. and John Snow, Inc. for the year ended June 30, 2019 are summarized as follows:

Administrative and technical support	\$ 1,561,799
Other direct charges (including rent of \$871,877)	1,375,414
	<u>\$ 2,937,213</u>

The agreement is on a year-to-year basis and can be terminated by either party upon 90 days written notice to the other.

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

September 30, 2019

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 L).

Other

The Organization has an agreement with a related company to purchase services. Transactions with this company were charged to sub-contracts expense and are as follows for the year ended September 30, 2019:

The Manoff Group, Inc. (a non-exempt corporation; 40% owned by John Snow, Inc.)	\$ 686,384
	<u>\$ 686,384</u>

NOTE M - 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. 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 \$2,458,753 for the year ended September 30, 2019.

World Education, Inc. provides retirement benefits to substantially all employees under a plan. World Education, Inc.'s contributions of 7% 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 \$360,907 for the year ended June 30, 2019.

NOTE N - 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 five years.

During the year ended September 30, 2019, rent expense under long-term lease obligations were \$505,419. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2019 are:

2020	\$ 423,198
2021	434,419
2022	450,718
2023	396,612
2024	155,324
Thereafter	<u>326,716</u>
	<u>\$ 2,186,987</u>

World Education, Inc. leases space for general offices on a year-to-year basis. Rent expense for the year ended June 30, 2019 was \$877,010.

JSI Research and Training Institute, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2019

NOTE O - 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, 2019:

	<u>Income received</u>	<u>% of total income</u>
U.S. Agency for International Development	\$ 165,608,943	55.9%

NOTE P - 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 \$11,154,095 for the year ended September 30, 2019, 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. AID grants. During the year ended September 30, 2019, the following donated materials and services received by the Organization have been used to fulfill matching requirements on active grants:

AIDSFree	\$ 6,334,951
Tanzania CHSS	301,174
Timor Leste RBHS	329,437
Ghana HIV/AIDS	112,512
Madagascar CCH	1,204,366
Ethiopia TRANSFORM	1,396,190
Laos	13,531
Uganda	50,015
Zimbabwe	3,250
OUTCOMES	1,235,558
Mozambique	173,111
	<u>\$ 11,154,095</u>

NOTE QS LIQUIDITY AND AVAILABILITY OF RESOURCES

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities and other obligations come due. Given the project-based nature of the Organization's work, the annual budget is structured to break even and ensure that there are sufficient inflows to cover budgeted outflows each year. Any use of the Organization's reserve, which is minimal, is subject to management's review and approval.

JSI Research and Training Institute, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2019

The following reflects the Organization's financial assets as of September 30, 2019, reduced by amounts not available for general use within one year due to contractual or donor-imposed restrictions.

Cash and Cash Equivalents	\$ 98,563,248
Receivables for Program Work	<u>45,130,388</u>
Total Financials Assets Available Within One Year	143,693,636
Less Donor Restricted Assets	<u>29,722,037</u>
 Total Financial Assets Available to Management for General Expenditures Within One Year	 \$ <u>113,971,599</u>

The Organization also has two committed lines of credit totaling \$8 million, which it could draw upon in the event of an unanticipated liquidity need.

NOTE R - SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through August 5, 2020, the date on which the consolidated financial statements were available to be issued. The COVID-19 pandemic, whose effects first became known in March 2020, is having a broad and negative impact on commerce and financial markets around the world. The extent of the impact of COVID-19 on the Organization's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and its impact on the Organization's funding agencies, employees and vendors, all of which at present cannot be determined. Accordingly, the extent to which COVID-19 may impact the Organization's financial position and changes in net assets and cash flows is uncertain and the accompanying consolidated financial statements include no adjustments relating to the effects of this pandemic.



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Chief Operating Officer
JSI
Boston, MA

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and Demography
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JSI
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Sloan School of Management at MIT
Cambridge, MA

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

AMY DANIELS

JSI, 501 South Street, Bow, New Hampshire (603)573-3338

adaniels@jsi.com

EDUCATION

BOSTON COLLEGE
Master of Social Work

UNIVERSITY OF NEW HAMPSHIRE
Bachelor of Social Work

EXPERIENCE

JSI, Bow, New Hampshire
Senior Consultant, 2014 - present

Associate Director, JSI Northern New England. October 2019 – present. Support effective, equitable management of the New Hampshire, Vermont, and remote offices affiliated with JSI Northern New England. ~Actively participate on the Executive Leadership Team and seek input from the Advisory Team to ensure JSI NNE produces high quality work and highly satisfied staff.

NH Center for Excellence: Addressing Alcohol and other Drugs. Project Director. January 2016 – present. Direct a large team and multiple projects in consultation, training, technical assistance, data analysis and evaluation for alcohol and other drug misuse prevention, substance use disorder treatment, recovery support services, continuum of care development, and integration of behavioral health into primary care including needs assessment, system capacity assessment, strategic planning, SBIRT and MAT implementation, and policy recommendation. Specifically:

- Leading a large team of consultants to achieve diverse deliverables throughout the alcohol and other drug continuum of care
- Providing strategic planning, consultation, technical assistance, and training
- Leading evaluation and data services delivery
- Developing and disseminating written guidance on best practices

HRSA Behavioral Health Center for Excellence. October 2019 – present. Providing subject matter expertise and technical assistance to HRSA grantees throughout the United States.

NH State Youth Treatment Initiative. Providing subject matter expertise, strategic planning, grant writing, and systems development technical assistance to NH Department of Behavioral Health initiative to plan a comprehensive system of care for youth and young adults with substance use disorders.

NHCF Youth SBIRT Initiative. Development of written guidance, website, and supportive implementation materials. Providing training and technical assistance on-site, through a learning collaborative, and at national conferences throughout the US. Nationally recognized SBIRT expertise.

Fostering Effective Integration Evaluation. Providing insight and recommendations for priorities for future funding for primary care and behavioral health integration support for the Blue Cross Blue Shield Foundation of Massachusetts through site visits, literature review, and comprehensive reporting.

Massachusetts Health Policy Commission. Consultation with policymakers to improve substance use disorder prevention, treatment and recovery support services. Including capacity and barriers assessment and recommendations to address the opioid crisis and increase access to treatment for opioid use disorder (OUD).

New Futures, Concord, NH
Policy Director, 2010-2014

Responsible for advocacy to maximize the implementation of the Affordable Care Act in New Hampshire, particularly in policy areas impacting the potential increase of access to treatment for substance use disorders through Medicaid expansion and parity in the federally facilitated Marketplace.



Child and Family Services of New Hampshire, Manchester, NH

Youth and Young Adult Programs Director, 1992-2010

Progressive 18 year career at statewide, non-profit child services organization. Developed, implemented and directed

- alcohol and other drug prevention programs;
- comprehensive youth/young adult substance use disorder outpatient and intensive outpatient services;
- runaway and homeless youth prevention and emergency response; and
- homeless street outreach programs in communities throughout NH.

Including federal, state, local and charitable grant writing and contract management; development and oversight of \$1.5 million annual budget and management and supervision of 20+ staff members.

Southern New Hampshire University, Manchester, NH

Sociology Adjunct Professor, 2017 – 2018

Develop and delivered Bachelor's level classes including Introduction to Sociology, and the Sociology of Social Problems.

Hesser College, Concord and Manchester, NH

Psychology/Sociology Adjunct Professor, 2008-2012

Developed and delivered Bachelor's classes including Intro to Sociology, Intro to Psychology, and Intro to Human Behavior.

Direct Services, various locations, NH, 1988-1992

LICENSE/CERTIFICATIONS

LICENSED INDEPENDENT CLINICAL SOCIAL WORKER (LICSW) NH# 1311

CERTIFIED PREVENTION SPECIALIST IC & RC

PROFESSIONAL AWARDS

Lifetime Achievement Award

New Hampshire Alcohol and Drug Abuse Counselors Association, 2012

Executive Director's Award

New Futures, 2011

RECENT PROFESSIONAL MEMBERSHIPS

NH Alcohol and other Drug Provider's Association

Member 2005 – present, President 2009-2010, Board Member 2005-2010

American Public Health Association, member 2015 - present

New Hampshire Governor's Commission on Alcohol and other Drugs

Treatment Task Force, 2010 – present; Healthcare Task Force 2014 – present; Joint Military Task Force 2014 - present; Systems Reform Task Force, Co-Chair 2011- 2014; Prevention Task Force, 2001-2010

New Hampshire Voices for Health

Policy Committee, 2012 – 2015; Affordable Care Act Implementation Taskforce, 2011-2014

RECENT PUBLICATIONS

2018

LaFave, L.R., Bradley, M., Murray, A.R., Pepin, A.L., Sprangers, K.S. & Thies K.M. (2018). Lessons learned from implementing screening, brief intervention, and referral to treatment for youth and young adults in primary care settings. Integrative Pediatrics and Child Care, 1(1), 8-13.

REKHA SREEDHARA, MPH

JSI, 501 South Street, 2nd Fl. Bow, New Hampshire 03304 (603) 573-3342

rsreedhara@jsi.com

EDUCATION

UNIVERSITY OF MASSACHUSETTS, WORCESTER, MASSACHUSETTS
Master of Public Health, Epidemiology, 2010
Delta Omega Honor Society

COLLEGE OF THE HOLY CROSS, WORCESTER, MASSACHUSETTS
Bachelor of Arts, Psychology and Pre-Medical Studies, 2004

EXPERIENCE

JSI d/b/a Community Health Institute, Bow, New Hampshire
Senior Consultant, May 2010 to present

Associate Director, JSI Northern New England, October 2019 to present

Support effective, equitable management of the New Hampshire, Vermont, and remote offices affiliated with JSI Northern New England. Actively participate on the Executive Leadership Team and seek input from the Advisory Team to ensure JSI NNE produces high quality work and highly satisfied staff.

New Hampshire Center for Excellence Addressing Alcohol and Other Drugs, May 2010 to present

Serving as Assistant Director of a statewide training and technical assistance center serving professionals across the substance misuse continuum of care. Activities include leading state-level initiatives to support provider- and system-level change; conducting multi-system assessments of the substance misuse continuum of care; developing and maintaining a statewide online treatment directory; assisting with NH's strategy to initiate and expand medication assisted treatment to include the development of NH's MAT Best Practice Guidance Document and creating a tool to assess MAT program development and implementation; developing and coordinating several Communities of Practice including related to medication assisted treatment, peer recovery support services, and substance use disorder treatment; assisting with the development and implementation of NH's Plans of Safe Care; and providing consultation and technical support to the Opioid Task Force, Treatment Task Force, and Perinatal Substance Exposure Task Force of the NH Governor's Commission on Alcohol and Other Drugs.

HRSA Behavioral Health Technical Assistance Center of Excellence, October 2019 to present

Providing subject matter expertise and technical assistance to HRSA grantees throughout the United States.

State Youth Treatment Implementation Grant, March 2018 to present

Providing subject matter expertise to the NH Department of Behavioral Health federally funded initiative to implement a comprehensive system of care for youth and young adults with substance use disorders.

NH Charitable Foundation Perinatal Substance Use Disorder Project, January 2018 to present

Serving as lead consultant contracted to provide technical assistance related to pregnant and parenting initiatives and to support activities of the Perinatal Substance Exposure Task Force of the NH Governor's Commission on Alcohol and other Drugs. Efforts include leading activities to comply with federal and state requirements related to Plans of Safe Care.

San Mateo County Needs Assessment, October 2018 to January 2019

Providing subject matter expertise to the California San Mateo County Health Care for the Homeless/Farmworker Health program. Activities include survey development, development of focus group and key informant interview questions and protocol and content development of patient educational materials.

Northern Penobscot County Integration Initiative Substance Use Services Needs Assessment and SWOT Analysis, February 2018 to July 2018

Served as lead subject matter expert to support needs assessment and SWOT analysis focused on substance use disorder services in Maine.



State Youth Treatment Planning Grant, April 2017 to September 2017

Contracted by the NH Department of Behavioral Health to conduct an assessment to inform NH's plan to develop a comprehensive system of care for youth and young adults.

Harbor Homes, Inc., October 2014 to September 2017

Contracted to evaluate Substance Abuse and Mental Health Services Administration (SAMHSA)-funded Services in Supportive Housing Program.

Massachusetts Health Policy Commission, April 2015 to August 2015

Contracted to support the development of an opioid policy in MA to include long-term reduction of incidence of opioid misuse and improve access to opioid use disorder treatment and recovery support services through conducting a comprehensive literature review, key informant interviews, geo-spatial mapping, and policy review.

PRIOR EXPERIENCE

Community Healthlink, Inc., Worcester, Massachusetts

Quality Assurance Coordinator, 02/2010 to 04/2010

Oriented and trained 20 program staff to quality assurance procedures to meet state licensing and site visit regulations for 75 client charts in 5 residential treatment programs.

Program Coordinator, Faith House, 02/2005 to 04/2010

Oversight of programming for a residential substance use disorder treatment program for women and infants, provided supervision for Assistant Coordinator, 6 full-time counselors, 8-10 per diem relief counselors, and 1-2 interns per year, facilitated evidence-based groups, oversight of medications, oversight of quality assurance procedures and adherence to state licensing and site visit regulations, managed referrals, budget, and census, and oversight of comprehensive case management services for 28 residents with substance use and mental health disorders.

Residential Counselor, Faith House, 07/2004 to 02/2005

Served as primary Residential Counselor for 6-10 clients. Provided treatment planning and reviews, weekly sessions, and rehabilitation services. Developed and facilitated groups including Wellness, Parenting & Nurturing, and Empowerment.

Family Health Center of Worcester, Worcester, Massachusetts

Patient Accounts Clerk, 1999-2006

Managed all aspects of encounter form processing within health center. Transcribed written diagnosis into ICD-9 codes and entered diagnosis and procedure. Communicated with providers and insurance companies, posted payments and made adjustments according to contractual agreements.

PROFESSIONAL ACTIVITIES

New Futures AOD/SUD Policy Advisory Committee Member

Treatment Task Force Member, New Hampshire Governor's Commission on Alcohol and other Drugs

Opioid Task Force Member, New Hampshire Governor's Commission on Alcohol and other Drugs

Perinatal Substance Exposure Task Force Member New Hampshire Governor's Commission on Alcohol and other Drugs

Practicum Preceptor for MPH Candidate at the Johns Hopkins Bloomberg School of Public Health



Community Health Institute/JSI

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Amy Daniels	Director, NH Center for Excellence	\$112,000	30%	\$33,600
Rekha Sreedhara	Assistant Director, NH Center for Excellence	\$ 100,000	10%	\$10,000



Leri A. Shibley
Commissioner

JUN 12 '20 AM 11:49 DAS

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

139 PLEASANT STREET, CONCORD, NH 03301
603-271-9564 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

June 10, 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 for Behavioral Health, to amend an existing sole source agreement with JSI Research & Training Institute d/b/a Community Health Institute, (Vendor #161611-B001), 501 South Street, 2nd Floor Bow, NH 03304, to provide assistance and support to the New Hampshire Governor's Commission on Alcohol and Other Drugs (Commission), and Partnership for Success programs; provide public information relative to alcohol and other drugs, including opioids; and to provide reporting and evaluation relative to HB1626 by exercising a contract renewal option by increasing the price limitation by \$925,000 from \$5,382,576 to \$6,307,576 and extending the completion date from June 30, 2020 to June 30, 2021, effective July 1, 2020 or upon Governor and Executive Council approval, whichever is later. 32.43% Federal Funds and 67.57% Other (Governor Commission) Funds.

This agreement was originally approved by the Governor and Council on October 17, 2018 (Item #6) and subsequently amended on December 5, 2018 (Item # 18) and August 28, 2019 (Item #12).

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

Fiscal Details are attached

EXPLANATION

This request is sole source because the previous action on the contract increased the funding of the contract by greater than ten percent (10%). The services and contractor were requested, authorized and approved by the Governor's Commission on Alcohol and other Drugs (Commission) on January 10, 2020 and March 5, 2020.

The Vendor currently provides services to the Commission, the Department, and contractors receiving Partnership for Success federal grant funding statewide. By renewing and amending this contract, critical work will continue to collectively improve practices and skills and to increase the information needed and collected to make decisions about mitigating alcohol and other drug misuse and its social, health, and behavioral consequences such as overdoses, lost wages and strain on public resources like criminal justice and healthcare.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

Funding in this amendment will be used to provide services including, but not limited to:

- Providing administrative support, technical assistance to the Commission as requested and directed by the Commission;
- Designing and publishing reports in accordance with RSA12-J:4;
- Implementing statewide messaging to increase community knowledge of risk and protective factors related to substance misuse and to increase connection to community resources for substance misuse prevention per the direction of the Commission;
- Employing NH's Service to Science process to support and guide promising NH prevention programs in becoming a NH-endorsed, evidence-informed programs and to provide consultation assistance and support to prevention organizations who are seeking to improve the quality of their programs or practices;
- Assisting the State Epidemiological Outcomes Workgroup (SEOW), Governor's Commission Data and Evaluation Task Force and reporting relative to RSA12-J:4;
- Supporting the Department and sub-grantees funded through the Substance Abuse and Mental Health Services Administration's Partnership for Success (PFS) grant. PFS programs are designed to address underage drinking among individuals who are 12 through 19 years of age and prescription drug misuse and abuse among individuals who are 12 through 24 years of age; and
- Conducting activities related to compiling and submitting the Cost-Effectiveness and Outcomes Report for NH Prevention programs in accordance with HB1626.

The Contractor's progress toward meeting the contract goals will be reviewed and measured through monthly progress reports.

The original agreement, included language in Exhibit C-1, Revisions to General Provisions, Section 3 that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for one (1) year of the two (2) years available at this time.

Should the Governor and Council not authorize this request, the Governor's Commission would be unable to fulfill reporting requirements in accordance with RSA 12-J:4 and 12-J:5, which would put the State out of compliance with NH Laws; NH prevention programs may not have the support and guidance needed to address substance use disorders of youth and young adults in their communities; and NH citizens may not have access to consistent messaging around risk and protective factors and connection to community resources for substance misuse prevention.

Area served: Statewide

Source of Funds: 32.43% Federal Funds from DHHS, Substance Abuse & Mental Health Services Admin, Center for Substance Abuse Prevention, CFDA #93.243 FAIN SP020796; and 67.57% Other Funds from Governor Commission Funds.

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,


Lori A. Shibinette
Commissioner

Fiscal Details

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, OPIOID STR GRANT (100% Federal Funds CFDA #93.788 FAIN TI080246)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102-500731	Contracts for Program	92052559	\$50,000	\$0	\$50,000
2020	102-500731	Contracts for Program	92052559	\$0	\$0	\$0
			<i>Subtotal</i>	<i>\$50,000</i>	<i>\$0</i>	<i>\$50,000</i>

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2019	102-500731	Contracts for Program Services	92058501	\$599,676	\$0	\$599,676
2019	102-500731	Contracts for Program Services	92058502	\$599,676	\$0	\$599,676
2020	102-500731	Contracts for Program Services	92058501	\$324,676	\$0	\$324,676
2020	102-500731	Contracts for Program Services	92058502	\$806,518	\$0	\$806,518
2021	102-500731	Contracts for Program Services	92058501	\$0	\$75,000	\$75,000
2021	102-500731	Contracts for Program Services	92058502	\$0	\$550,000	\$550,000
			<i>Subtotal</i>	<i>\$2,330,546</i>	<i>\$625,000</i>	<i>\$2,955,546</i>

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds CFDA #93.959 FAIN T1010035 and 34% General Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2019	102- 500731	Contracts for Program Services	92057501	\$300,000	\$0	\$300,000
2020	102- 500731	Contracts for Program Services	92057501	\$300,000	\$0	\$300,000
			<i>Subtotal</i>	<i>\$600,000</i>	<i>\$0</i>	<i>\$600,000</i>

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PFS2 GRANT (100% Federal Funds CFDA #93.243 FAIN SP020796)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2019	102- 500731	Contracts for Program Services	92052407	\$240,000	\$0	\$240,000
2019	102- 500731	Contracts for Program Services	92052408	\$75,000	\$0	\$75,000
2020	102- 500731	Contracts for Program Services	92052407	\$265,000	\$0	\$265,000
2020	102- 500731	Contracts for Program Services	92052408	\$75,000	\$0	\$75,000
2021	102- 500731	Contracts for Program Services	92052407	\$0	\$150,000	\$150,000
2021	102- 500731	Contracts for Program Services	92052408	\$0	\$150,000	\$150,000
			<i>Subtotal</i>	<i>\$655,000</i>	<i>\$300,000</i>	<i>\$955,000</i>

05-95-92-920510-69350000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, MAT GRANT (100% Federal Funds CFDA #93.243 FAIN TI026741)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2019	102- 500731	Contracts for Program Services	92056935	\$108,800	\$0	\$108,800
2020	102- 500731	Contracts for Program Services	92056935	\$133,800	\$0	\$133,800
			<i>Subtotal</i>	<i>\$242,600</i>	<i>\$0</i>	<i>\$242,600</i>

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, STATE OPIOID RESPONSE GRANT (100% Federal Funds CFDA #93,788 FAINTI081685)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2019	102- 500731	Contracts for Program Services	92057040	\$500,000	\$0	\$500,000
2020	102- 500731	Contracts for Program Services	92057040	\$400,000	\$0	\$400,000
			<i>Subtotal</i>	<i>\$900,000</i>	<i>\$0</i>	<i>\$900,000</i>

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: MEDICAID & BUSINESS POLICY OFFICE, OFFICE OF MEDICAID AND BUSINESS POLICY MEDICAID CARE MANAGEMENT (100% General Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2019	102- 500731	Contracts for Program Services	47000554	\$162,562	\$0	\$162,562
2020	102- 500731	Contracts for Program Services	47000554	\$441,868	\$0	\$441,868
			<i>Subtotal</i>	<i>\$604,430</i>	<i>\$0</i>	<i>\$604,430</i>
			Grand Total	\$5,382,576	\$925,000	\$6,307,576

**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Alcohol and Other Drug (AOD) Continuum of Care
System Supports Contract**

This 3rd Amendment to the Alcohol and Other Drug (AOD) Continuum of Care System Supports contract (hereinafter referred to as "Amendment #3") 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 d/b/a Community Health Institute, (hereinafter referred to as "the Contractor"), a non-profit 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 October 17, 2018 (Item #6), as amended and approved on December 5, 2018 (Item #20) and August 28, 2019 (Item #12) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, 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 extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$6,307,576
3. Modify Exhibit A – Amendment #1 Additional Scope of Services by deleting it in its entirety.
4. Modify Exhibit A – Amendment #2, Scope of Services, by replacing it in its entirety with Exhibit A – Amendment #3, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, by deleting in its entirety and replace with Exhibit B Amendment #3.
6. Add Exhibit B-20, Amendment #3, Master AOD Continuum of Care Systems Supports Budget, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-21, Amendment #3, Governor's Commission Support Budget, which is attached hereto and incorporated by reference herein
8. Add Exhibit B-22, Amendment #3, PFS SEOW Budget, which is attached hereto and incorporated by reference herein
9. Add Exhibit B-23, Amendment #3, PFS Program Support Budget, which is attached hereto and incorporated by reference herein
10. Add Exhibit B-24, Amendment #3, PFS Media Budget, which is attached hereto and incorporated by reference herein
11. Add Exhibit B-25, Amendment #3, Service to Science Budget, which is attached hereto and incorporated by reference herein.
12. Add Exhibit B-26, Amendment #3, Prevention Awareness and Education Campaign Budget, which

**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**



is attached hereto and incorporated by reference herein.

13. Add Exhibit B-27, Amendment #3, Cost Effectiveness Reporting for Prevention Budget, which is attached hereto and incorporated by reference herein.

KCR

**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

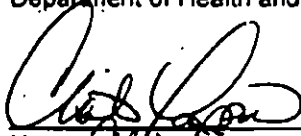


All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective July 1, 2020 upon the date of Governor and Executive Council approval.

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

6-11-2020
Date


Name: Christine Tappin
Title: Associate Commissioner

JSI Research & Training Institute d/b/a
Community Health Institute

6.10.20
Date


Name: Katherine Robert
Title: Director

New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports



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

OFFICE OF THE ATTORNEY GENERAL

06/11/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

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:

New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports



Exhibit A – Amendment #3

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 Subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Services

2.1. Cost-Effectiveness and Outcomes Report for Prevention Programs

- 2.1.1. The Contractor shall collaborate with the Bureau of Drug and Alcohol Services (Bureau) to create and submit an annual Cost-Effectiveness and Outcomes report for NH substance misuse prevention programs in accordance with New Hampshire Revised Statutes Annotated (RSA) 12-J:5, Chapter 302 NH Laws of 2018 (HB1626): <http://www.gencourt.state.nh.us/rsa/html/12-J/12-J-5.htm>.

- 2.1.2. Report on Cost-Effectiveness and Outcomes of Programs Required.

- 2.1.3. The Contractor shall ensure the report utilizes a research-based framework to conduct the cost-effectiveness analysis. The framework and all data analytics must be determined in consultation with and be approved by the Bureau. For this report:

- 2.1.3.1. "Evidence of effectiveness" means documented results of evaluation assessing the effect of the program on the intended outcome for program participants, or program beneficiaries in the case of prevention programs. This may include results of program evaluation conducted in New Hampshire or an evidence rating developed by matching the program to available research using one or more nationally recognized clearinghouses or database on evidence based practices, including, but not limited to those listed in:

- 2.1.3.1.1. The SAMHSA Evidence Based Practices Resource Center.

- 2.1.3.1.2. The Pew-MacArthur Results First Clearinghouse Database.

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Exhibit A – Amendment #3

2.1.3.1.3. Other sources approved by the Department.

2.1.3.2. "Cost-effectiveness analysis" means an economic evaluation in which the costs and consequences of alternative interventions are expressed as cost per unit of outcome.

2.1.4. The Contractor shall ensure the Cost-Effectiveness and Outcomes report:

2.1.4.1. Assesses the evidence of effectiveness for intended outcomes for the selected programs.

2.1.4.2. Permits comparisons between the selected programs within a given category.

2.1.4.3. Includes findings relative to intermediate and long-term outcomes.

2.1.5. The Contractor shall submit the Cost-Effectiveness and Outcomes report for NH substance misuse prevention programs to the Department no later than December 1, 2020

2.2. Governor's Commission on Alcohol and Other Drugs Support

2.2.1. The Contractor shall design and publish reports at the direction and request of the Governor's Commission on Alcohol and Other Drugs (hereinafter referred to as the Governor's Commission) and in accordance with RSA 12-J:4, Meetings and Reports.

2.2.2. The Contractor shall provide support and technical assistance for all Governor's Commission Taskforces and their respective meetings.

2.2.3. The Contractor shall ensure support and technical assistance includes, but is not limited to:

2.2.3.1. Providing administrative and logistical support including, but not limited to:

2.2.3.1.1. Attending all Governor's Commission Taskforce meetings.

2.2.3.1.2. Taking meeting minutes for each Governor's Commission Taskforce, including preparing minutes for approval and posting approved minutes on the Governor's Commission Taskforce web pages at <https://nhcenterforexcellence.org/governors-commission/>

2.2.3.1.3. Communicating with the Governor's Commission Taskforce Chairpersons to prepare agendas.

2.2.3.1.4. Communicating with presenters, as needed.

2.2.3.1.5. Providing copies of materials; including minutes from previous meetings.

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2.2.3.2. Providing consultation and recommendations to enhance work of respective taskforces including, but not limited to:

2.2.3.2.1. Identifying potential TA requests.

2.2.3.2.2. Submitting identified TA requests to the Governor's Commission and Taskforces for approval.

2.2.3.2.3. Providing guidance and support to complete approved requests.

2.2.3.2.4. Providing summary reports of completed TA to the Governor's Commission and respective Taskforces.

2.2.4. The Contractor shall update membership lists for the Commission and each Taskforce as requested.

2.2.5. The Contractor shall update and maintain the Governor's Commission web page and associated Taskforce web pages on: <https://nhcenterforexcellence.org/governors-commission>.

2.2.6. The Contractor shall coordinate with the Governor's Commission and the Department to ensure requirements in RSA 12-J, Governor's Commission on Alcohol and Drug Abuse Prevention and Recovery are met.

2.3. Service to Science

2.3.1. The Contractor shall maintain a process for identifying, selecting, guiding, and supporting promising programs in becoming NH-endorsed, evidence-informed prevention programs. The Contractor shall ensure the process includes, but is not limited to:

2.3.1.1. Employing NH's Service to Science process, whose guidelines are modeled from the Substance Abuse and Mental Health Services Administration's (SAMHSA's) process which:

2.3.1.1.1. Establishes core elements of an evidence-based practice;

2.3.1.1.2. Ensures the approach is grounded in research;

2.3.1.1.3. Ensures valid and reliable data are collected and analyzed to determine program effectiveness; and

2.3.1.1.4. Requires implementation support including, but not limited to materials, manuals and training to support replication.

2.3.1.2. Coordinating, convening, and facilitating the NH Expert Panel, which:

2.3.1.2.1. Represents multiple sectors, statewide and nationally, in the field of prevention; and

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Exhibit A – Amendment #3

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- 2.3.1.2.2. Is responsible for reviewing applications submitted in the NH Service to Science process.
 - 2.3.1.3. Ensuring the application process includes a review and scoring conducted by an expert panel.
 - 2.3.1.4. Ensuring applicants who meet criteria are endorsed as Promising Practices in prevention.
 - 2.3.1.5. Ensuring applicants endorsed as Promising Practices in prevention have the option to continue with the process to become endorsed as an Evidence-Based Practice in prevention.
 - 2.3.1.6. Collaborating with the Department to improve the current NH Service to Science process by establishing an evidence-informed workgroup to identify innovative NH-based programs that exhibit a level of readiness to enter the process of becoming a NH evidence-informed prevention program.
 - 2.3.1.7. Providing consultation, technical assistance and evaluation support to prevention organizations who are seeking to improve the quality of their programs or practices which may include, but are not limited to:
 - 2.3.1.7.1. Process improvements.
 - 2.3.1.7.2. Protocol improvements.
 - 2.3.1.7.3. Evaluation methodology consultation.
 - 2.3.1.7.4. Evaluation development and implementation.
 - 2.3.1.7.5. Communication improvements.
 - 2.3.1.7.6. Marketing improvements.
 - 2.3.2. The Contractor shall identify and assist a minimum of one (1) NH prevention program annually for participation in the Service to Science process.
 - 2.3.3. The Contractor shall provide consultation, TA, and evaluation support to a minimum of three (3) prevention organizations who are seeking to improve the quality of their programs.
 - 2.4. Public Awareness and Education for Prevention and Health Promotion
 - 2.4.1. The Contractor shall collaborate with the Department to develop and implement statewide messaging that increases public awareness and education for substance misuse prevention and health promotion which includes, but is not limited to:
 - 2.4.1.1. Reviewing current prevention and health promotion materials and content.

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Exhibit A – Amendment #3

- 2.4.1.2. Reviewing current data on emerging substance use disorders, to inform messaging.
- 2.4.1.3. Identifying priority audiences.
- 2.4.1.4. Researching, creating, and confirming key messages that inform the priority audiences of what they need to know and do in order access substance misuse and health promotion information.
- 2.4.1.5. Engaging the identified audience(s) through focus groups or key informant interviews.
- 2.4.1.6. Testing messaging with the identified audience to ensure the content is relevant and culturally competent.
- 2.4.1.7. Engaging the State's Regional Public Health Networks and other community-based prevention organizations and professionals in the development, implementation and marketing of the messages.
- 2.4.2. The Contractor, in collaboration with the Department, shall create a campaign development and implementation work plan to ensure all deliverables are met for prevention and health promotion messaging, no later than 60 days from the effective date of Amendment #3, which includes, but is not limited to, a timeline of key work to be performed.
- 2.4.3. The Contractor shall develop a strategic communications plan, in consultation with the Department, no later than 60 days from the effective date of Amendment #3, that ensures the frequency and reach of all paid media is based on industry standards and reaches the intended audiences, based on research and audience testing. The Contractor shall:
 - 2.4.3.1. Prepare media buy plans for Department review and approval.
 - 2.4.3.2. Negotiate media placement rates to provide added value for each media buy.
 - 2.4.3.3. Pay for media buys.
- 2.4.4. The Contractor shall submit all final messages to the Department for approval prior to publishing and public release or distribution, which includes electronic copies of the production files for all media messages.
- 2.4.5. The Contractor shall utilize a variety of culturally competent messages, platforms, and communications channels to ensure messaging reaches statewide.
- 2.4.6. The Contractor shall include information about The Doorways, 211-NH, and other relevant websites specific in key messages, as appropriate.

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- 2.4.7. The Contractor shall maintain the website, <http://drugfreenh.org/>, which includes, but is not limited to developing, updating, and uploading website content at the request and approval of the Department.
- 2.4.8. The Contractor shall develop a messaging evaluation plan, for Department approval, which includes an evaluation of the process, outputs, and intermediate outcomes.
- 2.4.9. The Contractor shall implement the approved messaging evaluation plan.
- 2.4.10. The Contractor, shall evaluate the public awareness and education messages campaign for process, outputs, and outcomes and submit a report detailing results and recommendations, within thirty (30) days of the evaluation.
- 2.4.11. The Contractor shall develop and launch a minimum of two (2) prevention and health promotion messages per state fiscal year, which may result in media and messages developed running beyond the contract completion date.

2.5. Partnership for Success

2.5.1. Partnership for Success (PFS) 2015

- 2.5.1.1. The Contractor shall provide technical assistance (TA) and evaluation support for the Department and sub-grantees funded through SAMHSA's Partnership for Success (PFS) 2015 Grant.
- 2.5.1.2. The Contractor shall ensure TA includes, but is not limited to:
 - 2.5.1.2.1. Designing surveys.
 - 2.5.1.2.2. Reviewing evaluation administration procedures.
 - 2.5.1.2.3. Reviewing evaluation reporting methodologies.
 - 2.5.1.2.4. Analyzing the administration of evaluation results.
 - 2.5.1.2.5. Aggregating school-level survey and young adult data.
 - 2.5.1.2.6. Participating in the Department's Partnership for Success advisory and evaluation teams.
- 2.5.1.3. The Contractor shall meet all federal reporting requirements for the PFS 2015 Grant.

2.5.2. State Epidemiological Outcomes Workgroup (SEOW)

- 2.5.2.1. The Contractor shall provide administrative support and technical assistance for the Governor's Commission Data and Evaluation Taskforce and its work related to SEOW activities, which includes but is not limited to:
 - 2.5.2.1.1. Convening members at the direction of the Taskforce and the Department

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- 2.5.2.1.2. Managing and facilitating a minimum of six (6) meetings per year, which includes but is not limited to, maintaining records of meetings and activities related to the SEOW.
- 2.5.2.1.3. Developing and implementing practices and processes that are demonstrated as effective including, but not limited to:
 - 2.5.2.1.3.1. Capacities for sustaining the SEOW.
 - 2.5.2.1.3.2. Products and disseminating product information to key decision makers.
 - 2.5.2.1.3.3. Continuously evaluating data and systems for effectiveness.
- 2.5.2.1.4. Identifying and retrieving data sets from a diverse group of suppliers of relevant data and translating data into a variety of formats.
- 2.5.2.1.5. Participating with the Department in the collection and analysis of data.
- 2.5.2.1.6. Identifying key data indicators for use in monitoring progress across providers and program areas.

2.5.3. Student Assistance Programs

- 2.5.3.1. The Contractor shall provide supportive services for the Student Assistance Program (SAP) in order to increase staff and provider knowledge and skills.
- 2.5.3.2. The Contractor shall ensure supportive services include, but are not limited to:
 - 2.5.3.2.1. Training.
 - 2.5.3.2.2. TA.
 - 2.5.3.2.3. Program evaluation.
 - 2.5.3.2.4. Data analysis.
 - 2.5.3.2.5. Interpretation of evaluation results.
 - 2.5.3.2.6. Support.
- 2.5.3.3. The Contractor shall conduct a minimum of two (2) focus groups with stakeholders associated with SAP to better understand behaviors, perceptions, and beliefs related to substance misuse from the target population in order to better inform strategies and programs.

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Exhibit A – Amendment #3

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- 2.5.3.4. The Contractor shall review the following evaluation strategies with the Department and advisory group for possible inclusion in the evaluation plan:
- 2.5.3.4.1. Process data: Refers to who is receiving which interventions or information and when.
 - 2.5.3.4.2. Knowledge attitude and behavior (KAB) information: Typically collected utilizing surveys, but may be gathered through direct observations or qualitative approaches including, but not limited to focus groups or surveys with parents or teachers, ensuring parental consent is obtained prior to completing KAB collection from students directly.
 - 2.5.3.4.3. School performance and disciplinary data: Considers the change in grades, truancy, and behavioral issues through baseline before the student started with SAP and through change at the end of school year, which requires having access to individual level data for each participant as well as an aggregate summary of all students in the same school and time period for comparison purposes.
- 2.5.3.5. The Contractor shall provide recommendations on data products based on the evaluation findings of the PFS 2015 Grant to a variety of stakeholders which include, but are not limited to:
- 2.5.3.5.1. School administrators.
 - 2.5.3.5.2. Boards.
 - 2.5.3.5.3. Communities.
 - 2.5.3.5.4. The Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery.
- 2.5.3.6. The Contractor shall provide the Department and SAP sub recipients with analysis of data, as requested by the SAP and the Department.
- 2.5.3.7. The Contractor shall complete the evaluation of the SAP no later than 60 days prior to the contract completion date.

New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports



Exhibit A – Amendment #3

2.5.4. Young Adult Strategies

- 2.5.4.1. The Contractor shall provide information and TA to the Regional Public Health Networks' (RPHNs') Substance Misuse Prevention Coordinators and Young Adult Coordinators related to the Young Adult Strategies, for young adults aged 18 through 25 years, regarding implementing and monitoring evidence-informed strategies.
- 2.5.4.2. The Contractor shall ensure TA includes, but is not limited to, assistance with:
 - 2.5.4.2.1. Facilitating strategic planning and training in the application of the Strategic Prevention Framework.
 - 2.5.4.2.2. Providing learning opportunities through the use of subject matter experts.
 - 2.5.4.2.3. Developing tools to collect evaluation data that are consistent with federal reporting requirements.
 - 2.5.4.2.4. Training, developing, and distributing resources to Substance Misuse Prevention Coordinators and Young Adult Coordinators.
- 2.5.4.3. The Contractor shall provide consultation on evaluation methodologies to the RPHNs who are implementing Young Adult Strategies that is consistent with federal requirements.
- 2.5.4.4. The Contractor shall provide TA to the RPHNs related to the ongoing young adult social media campaigns that specifically target the young adult population ages 18 through 25 years.
- 2.5.4.5. The Contractor shall conduct activities to ensure the delivery of substance misuse prevention social media messages is appropriate for a variety of venues.
- 2.5.4.6. The Contractor shall create, update and adapt existing media messages based on data, research and input from young adults, as approved by the Department.
- 2.5.4.7. The Contractor shall ensure activities include, but are not limited to:
 - 2.5.4.7.1. Developing an evaluation plan of the young adult social media campaigns, with Department approval.
 - 2.5.4.7.2. Implementing the approved evaluation plan.
 - 2.5.4.7.3. Providing a written report of evaluation findings including recommendations for improvements.

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Exhibit A – Amendment #3

- 2.5.4.8. The Contractor shall deploy campaign strategies that are culturally sensitive based on the evaluation findings and recommendations.
- 2.5.4.9. The Contractor shall provide services, as approved by the Department, that include, but are not limited to:
 - 2.5.4.9.1. Marketing.
 - 2.5.4.9.2. Strategy development.
 - 2.5.4.9.3. Traditional and digital advertising.
 - 2.5.4.9.4. Public relations.
 - 2.5.4.9.5. Market research.
 - 2.5.4.9.6. Formative research.
 - 2.5.4.9.7. Creative development and production.
 - 2.5.4.9.8. Media planning and buying.
 - 2.5.4.9.9. Hosting and maintaining websites and social media platforms, as determined in conjunction with the Department.
- 2.5.4.10. The Contractor shall implement digital media campaigns, as approved by the Department, that include but are not limited to:
 - 2.5.4.10.1. Binge-Free 603: What's your Reason?
 - 2.5.4.10.2. Preppy-partier peer crowd campaign.
- 2.5.4.11. The Contractor shall complete the evaluation of the Young Adult social media campaign(s) for process, output and outcomes, and provide an analysis of the evaluation data to the Department by June 30, 2021.
- 2.5.4.12. The Contractor shall ensure any website or media campaign accessing or gathering user information shall not store, retain, or collect personal identifying information of the user, including IP or email address.

2.6. Department Collaboration, Meetings, Websites

- 2.6.1. The Contractor shall meet with the Department, at least quarterly, to review the status of all contract requirements for each scope of work including, but not limited to:
 - 2.6.1.1. Work plans/timelines for each scope of work for the upcoming quarter.
 - 2.6.1.2. Anticipated staffing needs for each scope of work for the upcoming quarter.

New Hampshire Department of Health and Human Services
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Exhibit A – Amendment #3

- 2.6.1.3. Potential issues that may impact deliverables and outcomes for each scope of work and suggested mitigation strategies.
- 2.6.1.4. Quarterly financial reports that clearly identify costs charged as they relate to work done per scope.
- 2.6.2. The Contractor shall collaborate with the Department to ensure that all websites within this agreement are designed, created, and managed according to all NH DoIT website requirements and that any protected health information (PHI), personal information (PI), or other confidential information solicited, will not be stored or captured on the website and shall not be further disclosed except as provided by contract. Unless notice is clearly provided on the website, the Contractor agrees that website visitation will not be monitored and recorded for website analytics or marketing.
- 2.6.3. The Contractor shall, in collaboration with the Department, develop an end-of-contract plan that includes, but is not limited to developing a process for compiling an electronic file of all final products produced through this contract for submission to the Department within 30 days of the contract completion.

3. REPORTING

- 3.1. The Contractor shall provide a work plan and timeline to the Department for approval, that defines the activities, deliverables, and due dates for each scope of work within 20 business days following the Amendment #3 approval date, ensuring any changes to approved work plans or timelines are subject to Department notice and approval.
- 3.2. The Contractor shall submit written monthly progress reports to the Department related to each scope of work which includes, but is not limited to:
 - 3.2.1. A summary of the key work performed during the monthly period.
 - 3.2.2. Encountered and foreseeable key issues, with mitigation strategies as applicable.
 - 3.2.3. Scheduled work for the upcoming period.
- 3.3. The Contractor shall provide semi-annual reports, including de-identified or aggregated data only, for the Governor's Commission in accordance with RSA 12-J:4, Meetings and Reports.
- 3.4. The Contractor shall provide a written report of Public Awareness and Education messaging evaluation findings as outlined in paragraph 2.4.10, prior to June 30, 2021.
- 3.5. The Contractor shall provide a written report of the Young Adult social media campaign(s) evaluation findings as outlined in subparagraph 2.5.4.7, prior to June 30, 2021.

**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**



Exhibit A – Amendment #3

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- 3.6. The Contractor shall submit an end-of-year report no later than sixty (60) days after the end of the state fiscal year which includes, but is not limited to:
- 3.6.1. An overview of work completed throughout the state fiscal year, including accomplishments towards program goals.
 - 3.6.2. End of year financial report.

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**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**



Exhibit B Amendment #3

Methods 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 by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements.
3. This contract is funded as follows:
 - 3.1. Funding from the Governor's Commission on Alcohol and Other Drugs.
 - 3.2. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA):
 - 3.2.1. Substance Abuse Prevention & Treatment Block Grant (SAPT) CFDA #93.959 is available for SFY2019 and SFY2020, FAIN # TI010035.
 - 3.2.2. NH Partnership for Success Initiative (PFS2) CFDA #93.243 is available for SFY2019, SFY2020, and SFY2021, FAIN # SP020796.
 - 3.2.3. Medication-Assisted Treatment Prescription Drug and Opioid Addiction Grant (MAT-PDOA) CFDA #93.243 is available for SFY2019 and SFY2020, FAIN #TI026741.
 - 3.2.4. State Targeted Response to the Opioid Crisis Grant (STR) CFDA#93.788 is available for SFY2019, FAIN # TI080246.
 - 3.2.5. State Opioid Response Grant (SOR) CFDA #93.788 is available for SFY2019 and SFY2020, FAIN H79TI081685
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 budget line items.
 - 4.2. Contractor budgets include:
 - 4.2.1. Total Budgets inclusive of all programs per State Fiscal Year as follows:
 - 4.2.1.1. Exhibit B-1 Amendment #1 (SFY 19);
 - 4.2.1.2. Exhibit B-2 Amendment #2 B-2 (SFY 20); and
 - 4.2.1.3. Exhibit B-20 Amendment #3 (SFY 21)
 - 4.2.2. Program-specific budgets per State Fiscal Year, as follows:
 - 4.2.2.1. Exhibits B-3 through Exhibit B-19, SFY 2020 Prevention Education Budget; and
 - 4.2.2.2. Exhibits B-21, Amendment #3, Governor's Commission Support Budget, SFY 2021 through Exhibit B-27, Amendment #3, Cost Effectiveness Reporting for Prevention Budget.
 - 4.3. The Contractor shall submit an invoice in a form satisfactory to the State no later than the twentieth (20th) working day of each month, which identifies and requests

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Exhibit B Amendment #3

reimbursement for authorized expenses incurred in the prior month.

- 4.3.1. The Contractor agrees that invoicing submitted more than 60 days after the last day of the billing month may be subject to non-payment.
- 4.4. The Contractor shall ensure invoices are completed, signed, dated and returned to the Department in order to initiate payment.
- 4.5. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
- 4.6. 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.
- 4.7. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
- 4.8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Shannon.Quinn@dhhs.nh.gov and dhhs.dbhinvoicesbdas@dhhs.nh.gov.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A Amendment #3, Scope of Services.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this contract.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and approved by the Department, and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-20 Amendment #3
Master AOD Continuum of Care Systems Supports

New Hampshire Department of Health and Human Services			
Bidder Name: <u>JSI Research and Training Institute, Inc</u>			
Budget Request for: <u>Master AOD Continuum of Care Systems Supports</u>			
Budget Period: <u>SFY21 (7/1/20 - 6/30/21)</u>			
Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 389,213.00	\$ -	\$ 389,213.00
2. Employee Benefits	\$ 147,903.00	\$ -	\$ 147,903.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 11,677.00	\$ -	\$ 11,677.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 27,245.00	\$ -	\$ 27,245.00
6. Travel	\$ 8,000.00	\$ -	\$ 8,000.00
7. Occupancy	\$ 38,924.00	\$ -	\$ 38,924.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 31,136.00	\$ -	\$ 31,136.00
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 11,678.00	\$ -	\$ 11,678.00
12. Subcontracts/Agreements	\$ 160,000.00	\$ -	\$ 160,000.00
13. Other (combined from attached program budgets)	\$ 2,750.00	\$ -	\$ 2,750.00
	\$ 34,200.00	\$ -	\$ 34,200.00
	\$ -	\$ -	\$ -
	\$ -	\$ 62,274.00	\$ 62,274.00
TOTAL	\$ 862,726.00	\$ 62,274.00	\$ 925,000.00

Indirect As A Percent of Direct

7.2%

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JSI Research Training Institute d/b/a Community Health Institute
RFP-2019-8DAS-03-ALCOH-01-A03
Exhibit B-20 Amendment #3
Page 1 of 1

Contractor Initials KCRDate 6.10.20

**Exhibit B-21 Amendment #3
Governor's Commission Support**

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: Governor's Commission Support

Budget Period: SFY21 (7/1/20 - 6/30/21)

Line Item -Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 80,756.00		\$ 80,756.00
2. Employee Benefits	\$ 30,688.00		\$ 30,688.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,423.00		\$ 2,423.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 5,653.00		\$ 5,653.00
6. Travel			\$ -
7. Occupancy	\$ 8,076.00		\$ 8,076.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 6,460.00		\$ 6,460.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 2,423.00		\$ 2,423.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Print Gov Commission Mid Year and Annual Reports & support the task force	\$ 600.00		\$ 600.00
			\$ -
		\$ 12,921.00	\$ 12,921.00
TOTAL	\$ 137,079.00	\$ 12,921.00	\$ 150,000.00

Indirect As A Percent of Direct

9.4%

**Exhibit B-22 Amendment #3
PFS SEOW**

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: PFS SEOW

Budget Period: SFY21 (7/1/20 - 6/30/21)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 78,594.00		\$ 78,594.00
2. Employee Benefits	\$ 29,866.00		\$ 29,866.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,357.00		\$ 2,357.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 5,502.00		\$ 5,502.00
6. Travel			\$ -
7. Occupancy	\$ 7,860.00		\$ 7,860.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 6,287.00		\$ 6,287.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 2,358.00		\$ 2,358.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Printing Annual Report	\$ 4,600.00		\$ 4,600.00
		\$ 12,576.00	\$ 12,576.00
TOTAL	\$ 137,424.00	\$ 12,576.00	\$ 150,000.00

Indirect As A Percent of Direct

9.2%

Contractor Initials KCR

Date 6.10.20

**Exhibit B-23 Amendment #3
PFS Program Support**

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: PFS Program Support

Budget Period: SFY21 (7/1/20 - 6/30/21)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 67,567.00		\$ 67,567.00
2. Employee Benefits	\$ 25,676.00		\$ 25,676.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,027.00		\$ 2,027.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 4,730.00		\$ 4,730.00
6. Travel	\$ -		\$ -
7. Occupancy	\$ 6,757.00		\$ 6,757.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 5,406.00		\$ 5,406.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 2,027.00		\$ 2,027.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Focus Groups			\$ -
Subject Matter Experts			\$ -
		\$ 10,810.00	\$ 10,810.00
TOTAL	\$ 114,190.00	\$ 10,810.00	\$ 125,000.00

Indirect As A Percent of Direct

75000

9.5%

Contractor Initials KCR

Date 6.10.20

Exhibit B-24 Amendment #3
PFS Media

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: PFS Media

Budget Period: SFY21 (7/1/20 - 6/30/21)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 31,621.00		\$ 31,621.00
2. Employee Benefits	\$ 12,016.00		\$ 12,016.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 949.00		\$ 949.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 2,213.00		\$ 2,213.00
6. Travel	\$ 1,500.00		\$ 1,500.00
7. Occupancy	\$ 3,162.00		\$ 3,162.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 2,530.00		\$ 2,530.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 949.00		\$ 949.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Marketing & Marketing Travel	\$ 15,000.00		\$ 15,000.00
			\$ -
		\$ 5,060.00	\$ 5,060.00
TOTAL	\$ 69,940.00	\$ 5,060.00	\$ 75,000.00
Indirect As A Percent of Direct		7.2%	

AUG06'19 PM 3:25 DAS



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 2, 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 for Behavioral Health, to enter into a sole source amendment to an existing contract with JSI Research & Training Institute d/b/a Community Health Institute, Vendor #161611-B001, 501 South Street, 2nd Floor Bow, NH 03304, for the coordination of services provided to the New Hampshire Alcohol and Other Drug (AOD) Continuum of Care System, by increasing the price limitation by \$531,842 from \$4,850,734 to an amount not to exceed \$5,382,576 with no change to the contract completion date of June 30, 2020, effective upon Governor and Executive Council approval. 41.41% Federal Funds, 15.09% General Funds and 43.50% Other (Governor's Commission) Funds.

The original agreement was approved by the Governor and Executive Council on October 17, 2018 (Item #6), and amended on December 5, 2018 (Item #20).

Funds are available in the following accounts for State Fiscal Year (SFY) 2020, with authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, OPIOID STR GRANT (100% Federal Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	92052559	\$50,000	\$0	\$50,000
2020	102- 500731	Contracts for Program Services	92052559	\$0	\$0	\$0
			<i>Subtotal</i>	<i>\$50,000</i>	<i>\$0</i>	<i>\$50,000</i>

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
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His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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2019	102-500731	Contracts for Program Services	92058501	\$599,676	\$0	\$599,676
2019	102-500731	Contracts for Program Services	92058502	\$599,676	\$0	\$599,676
2020	102-500731	Contracts for Program Services	92058501	\$324,676	\$0	\$324,676
2020	102-500731	Contracts for Program Services	92058502	\$324,676	\$481,842	\$806,518
			<i>Subtotal</i>	<i>\$1,848,704</i>	<i>\$481,842</i>	<i>\$2,330,546</i>

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)

SFY	Class/Account	Class Title	Job Number	Current Amount	Increase/Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	92057501	\$300,000	\$0	\$300,000
2020	102-500731	Contracts for Program Services	92057501	\$300,000	\$0	\$300,000
			<i>Subtotal</i>	<i>\$600,000</i>	<i>\$0</i>	<i>\$600,000</i>

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PFS2 GRANT (100% Federal Funds)

SFY	Class/Account	Class Title	Job Number	Current Amount	Increase/Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	92052407	\$240,000	\$0	\$240,000
2019	102-500731	Contracts for Program Services	92052408	\$75,000	\$0	\$75,000
2020	102-500731	Contracts for Program Services	92052407	\$240,000	\$25,000	\$265,000
2020	102-500731	Contracts for Program Services	92052408	\$75,000	\$0	\$75,000
			<i>Subtotal</i>	<i>\$630,000</i>	<i>\$25,000</i>	<i>\$655,000</i>

05-95-92-920510-69350000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, MAT GRANT (100% Federal Funds)

SFY	Class/Account	Class Title	Job Number	Current Amount	Increase/Decrease	Revised Amount
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His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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2019	102-500731	Contracts for Program Services	92056935	\$108,800	\$0	\$108,800
2020	102-500731	Contracts for Program Services	92056935	\$108,800	\$25,000	\$133,800
			<i>Subtotal</i>	<i>\$217,600</i>	<i>\$25,000</i>	<i>\$242,600</i>

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, STATE OPIOID RESPONSE GRANT (100% Federal Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	92057040	\$500,000	\$0	\$500,000
2020	102-500731	Contracts for Program Services	92057040	\$400,000	\$0	\$400,000
			<i>Subtotal</i>	<i>\$900,000</i>	<i>\$00</i>	<i>\$900,000</i>

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: MEDICAID & BUSINESS POLICY OFFICE, OFFICE OF MEDICAID AND BUSINESS POLICY MEDICAID CARE MANAGEMENT (100% General Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	47000554	\$162,562	\$0	\$162,562
2020	102-500731	Contracts for Program Services	47000554	\$441,868	\$0	\$441,868
			<i>Subtotal</i>	<i>\$604,430</i>	<i>\$0</i>	<i>\$604,430</i>
			Grand Total	\$4,850,734	\$531,842	\$5,382,576

EXPLANATION

This request is sole source because the increase in funding exceeds 10% of the current contract price limitation.

The purpose of this request is to expand the scope of services that the Contractor is currently providing to ensure the State has appropriate and sufficient resources to address the implementation and monitoring of new and existing strategies, including:

- Supporting and expanding existing public awareness and prevention education campaigns.
- Adding administrative support and technical assistance to the Governor's Commission on Alcohol and Other Drugs.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

- Adding evaluation for the enhanced care coordination services offered through the MAT-PDOA grant.

New Hampshire prevention, intervention, treatment, and recovery support services providers and agencies across the state are supported by work that is performed by the contractor under this agreement. The training component of this agreement has held forty-one (41) workshops, with a total of 1,138 participants.

Should the Governor and Executive Council not approve this request, the Department may not have access to necessary information that is collected through services provided under this contract. The collected information is used to make decisions about allocating resources to combat alcohol and drug misuse and the social, health, and behavioral consequences of substance misuse, such as overdoses, lost wages and strain on public resources.

Area served: Statewide.

Source of funds: 41.41% Federal Funds from the DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959 FAIN TI1010035, CDFA #93.243, FAIN #TI026741, and CFDA #93.243, FAIN #SP020796, 15.09% General Funds and 43.50% Other Funds from the Governor's Commission Funds.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Alcohol and Other Drug (AOD) Continuum of Care
System Supports Contract**

This 2nd Amendment to the Alcohol and Other Drug (AOD) Continuum of Care System Supports contract (hereinafter referred to as "Amendment #2") 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 d/b/a Community Health Institute, (hereinafter referred to as "the Contractor"), a non-profit 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 October 17, 2018 (Item #6), as amended and approved on December 5, 2018 (Item #20) 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 and terms or conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract 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 #2 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:
\$5,382,576.
2. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A-Amendment #2, Scope of Services.
3. Delete Exhibit B Amendment #1, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B Amendment #2, Methods and Conditions Precedent to Payment.
4. Delete Exhibit B-2 Amendment #1, Budget in its entirety and replace with Exhibit B-2 Amendment #2, SFY 2020 Master AOD Continuum of Care System of Supports Budget.
5. Delete Exhibit B-6, Budget in its entirety and replace with Exhibit B-6 Amendment #2, SFY 2020 Technical Assistance Budget.
6. Delete Exhibit B-8, Budget in its entirety and replace with Exhibit B-8 Amendment #2, SFY 2020 Program Evaluation Budget.
7. Delete Exhibit B-12 Budget in its entirety and replace with Exhibit B12 Amendment #2, SFY 2020 Governor's Commission Budget.
8. Delete Exhibit B-16, Budget in its entirety and replace with Exhibit B-16 Amendment #2, SFY 2020 Partnership for Success Budget.
9. Add Exhibit B-19, SFY 2020 Prevention Education Budget.



New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports

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.

7/29/19
Date

State of New Hampshire
Department of Health and Human Services

[Signature]
Kathleen Fox
Director

JSI Research & Training Institute d/b/a/
Community Health Institute

June 24, 2019
Date

[Signature]
Name: Jonathan Stewart
Title: Regional Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on June 24, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace
DEBRA L. LOVE, Notary Public
My Commission Expires September 5, 2023

Name and Title of Notary or Justice of the Peace

My Commission Expires: 9/5/2023



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

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

OFFICE OF THE ATTORNEY GENERAL

8/5/2019
Date

[Signature]
Name: William J. Smith
Title: S. Asst. Attorney General

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:



New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports

Exhibit A Amendment #2

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor, JSI Research & Training Institute d/b/a Community Health Institute, as a Contractor, in accordance with 2 CFR 200.300.

2. Scope of Work

2.1. Training

- 2.1.1. The Contractor shall provide trainings to address the needs of the State's Alcohol and Other Drug (AOD) Continuum of Care service providers. The Contractor shall ensure trainings:
 - 2.1.1.1. Complement technical assistance (TA) provided.
 - 2.1.1.2. Are consistent with the required professional standards for providers and the workforce, which includes, but is not limited to Partnership for Success (PFS) grantees.
 - 2.1.1.3. Are offered, based on the availability of space, at no cost to Bureau of Drug and Alcohol Services staff.
- 2.1.2. The Contractor shall provide cross-system training to ensure professional preparation and workforce development for providers in behavioral health and primary healthcare fields who work with individuals and families addressing substance misuse related issues.



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

Exhibit A Amendment #2

- 2.1.3. The Contractor shall identify the training needs of the workforce by:
 - 2.1.3.1. Soliciting feedback from the Department.
 - 2.1.3.2. Collecting and analyzing participant evaluation feedback for individual trainings and on an annual basis.
 - 2.1.3.3. Meeting monthly with the Contractor's staff to seek input on training needs based on TA provided.
 - 2.1.3.4. Participating in workforce development education and training committees to learn what other agencies are intending to offer and to inform these agencies of the Contractor's training plans.
 - 2.1.3.5. Attending licensing and certification board meetings to identify provider needs.
- 2.1.4. The Contractor shall deliver trainings as follows, per State Fiscal Year:
 - 2.1.4.1. A minimum of forty-nine (49) in-person trainings and collaborative educational events including, but not limited to:
 - 2.1.4.1.1. Core, intermediate, and advanced level trainings which meet licensure and certification needs of the workforce including but not limited to confidentiality of protected health information (PHI) and substance use disorder (SUD) data as required by 45 CFR 160, 164 (HIPPA) and 42 CFR Part 2, as applicable, and all state and federal laws and regulations.
 - 2.1.4.1.2. Trainings specific to the needs of PFS grantees.
 - 2.1.4.1.3. Targeted trainings and collaborative educational events, at the direction of the Department, based on emerging issues and technical assistance needs.
 - 2.1.4.2. A minimum of four (4) on-demand webinars.
- 2.1.5. The Contractor shall create and provide "training suites," in order to offer a systematic approach to meet credentialing and continuing education requirements, which must be approved by the Department. The Contractor shall ensure training suites:
 - 2.1.5.1. Are scheduled six (6) months to a year in advance.
 - 2.1.5.2. Are available every three (3) to four (4) months.
 - 2.1.5.3. Include offerings for individuals with AOD credentials requiring credentialing and/or continuing education including, but not limited to.
 - 2.1.5.3.1. Certified Prevention Specialists (CPS).



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

Exhibit A Amendment #2

- 2.1.5.3.2. Certified Recovery Support Workers (CRSW).
- 2.1.5.3.3. Licensed Alcohol & Drug Counselors/Master Licensed Alcohol & Drug Counselors (LADC/MLADC).
- 2.1.6. The Contractor shall manage the training program by:
 - 2.1.6.1. Planning and coordinating unique training activities that are affordable and non-duplicative of other trainings available in New Hampshire.
 - 2.1.6.2. Delivering training by applying a spectrum of adult learning methodologies, in such a way as to reach audiences statewide including, but not limited to:
 - 2.1.6.2.1. Providing onsite face-to-face training.
 - 2.1.6.2.2. Providing distance learning opportunities such as asynchronous and synchronous educational experiences.
 - 2.1.6.3. Ensuring that any education programs delivered on-line or on a website:
 - 2.1.6.3.1. Meet NH DoIT requirements.
 - 2.1.6.3.2. Do not allow site visitation to be tracked for analytics or marketing.
 - 2.1.6.3.3. Do not maintain, store, or capture and do not further disclose any protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website except as expressly provided in the contract.
 - 2.1.6.4. Recording, monitoring, and evaluating delivery of training activities.
 - 2.1.6.5. Maintaining a Learning Management System.
 - 2.1.6.6. Maintaining a training calendar that lists all Contractor training events and has links to other related training calendars as appropriate.
- 2.1.7. The Contractor shall evaluate the training program by:
 - 2.1.7.1. Evaluating each completed training, at a minimum, for:
 - 2.1.7.1.1. Training content.
 - 2.1.7.1.2. Instructor knowledge and ability.
 - 2.1.7.1.3. Transfer of knowledge, skills and abilities to training participants.



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

Exhibit A Amendment #2

- 2.1.7.1.4. Whether the training met the stated goals and objectives.
- 2.1.7.2. Providing training evaluation protocols, for Department approval within forty-five (45) days of the contract effective date.
- 2.1.7.3. Demonstrating an eighty-five percent (85%) or better rating of trainee satisfaction through training evaluations, based on aggregate quarterly evaluation data.
- 2.1.7.4. Administering an annual training needs assessment, beginning within sixty (60) days of contract award, and every twelve (12) months thereafter, to assess, at a minimum:
 - 2.1.7.4.1. Certification and licensure needs.
 - 2.1.7.4.2. Training level and topic needs.
 - 2.1.7.4.3. Preferred format and frequency.
 - 2.1.7.4.4. Disabilities or learning preferences.
 - 2.1.7.4.5. General recommendations for trainings.
- 2.1.7.5. Providing key findings of training evaluations and annual survey results to the Department for consideration and feedback for training planning purposes.
- 2.1.7.6. Utilizing results from training evaluations and annual surveys to ensure continuous quality improvement of the training program.
- 2.1.8. The Contractor shall provide all materials, equipment, and physical space, as well as, logistical and staff support for the training and education programs delivered.
- 2.1.9. The Contractor shall provide approved Continuing Education Credits, applicable to the training audience and certification needs, as well as certificates of completion to participants who complete the trainings.
- 2.1.10. The Contractor shall maintain a list of trainers, as approved by the Department, for a variety of topics and shall ensure all trainers are qualified to teach respective courses.
- 2.1.11. The Contractor shall promote training programs through activities that include, but are not limited to:
 - 2.1.11.1. Disseminating available training opportunities to professional networks and Boards.



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

Exhibit A Amendment #2

- 2.1.11.2. Collaborating with the Department to promote opportunities with their funded contractors including through the Contractor's Communities of Practice (CoP's).
- 2.1.11.3. Posting trainings on the Contractor's chronological listings of professional development activities.
- 2.1.11.4. Sharing training information through monthly newsletters.
- 2.1.11.5. Providing targeted marketing with specific associations based on training topic.
- 2.1.12. The Contractor may collect registration fees from training participants in an amount limited to expenses for training that exceed the amount funded by the Department. The Contractor shall:
 - 2.1.12.1. Provide a copy of the training fee schedule within ten (10) days of the contract effective date for Department approval.
 - 2.1.12.2. Report revenues generated by registration fees by submitting monthly financial data that includes, but is not limited to the original budget, monthly expenditures, and monthly revenue received...
 - 2.1.12.3. Ensure that any financial information gathered as part of a registration fee will be protected as required by state rules, state laws, or federal laws.
 - 2.1.12.4. Reinvest a minimum of eighty percent (80%) of the revenue generated from registration fees collected to enhance the training program as approved by the Department. The Contractor shall:
 - 2.1.12.4.1. Contribute a minimum of \$2,000 per state fiscal year toward scholarships.
 - 2.1.12.4.2. Provide coffee, tea, and water for training events at no cost to participants using reinvested revenue.
 - 2.1.12.4.3. Invest in capacity to deliver and support trainings by:
 - 2.1.12.4.3.1. Expanding remote training attendance through the use of remote viewing software and equipment.
 - 2.1.12.4.3.2. Allowing for enhanced training suites.
 - 2.1.12.4.3.3. Providing targeted and skill-building training, as approved by the Department.
 - 2.1.12.5. Report revenues against reinvestment fund totals and report progress as part of monthly financial reporting.



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

Exhibit A Amendment #2

2.1.13. The Contractor shall administer a process to receive and monitor scholarship applications. The Contractor shall:

- 2.1.13.1. Coordinate payment for award scholarships to the New Hampshire AOD workforce for attendance at approved training opportunities.
- 2.1.13.2. Ensure a minimum of ten thousand dollars (\$10,000) per state fiscal year is reserved for scholarships.
- 2.1.13.3. Ensure a minimum of two thousand dollars (\$2,000) per state fiscal year is added to scholarships from revenue reinvestment funds, as referenced in Section 2.1.12.4.1.
- 2.1.13.4. Ensure all scholarship applications are submitted to the Department for review and final approval.

2.2. Technical Assistance

2.2.1. The Contractor shall provide technical assistance (TA) to the AOD workforce and direct service providers that:

- 2.2.1.1. Complements and supports trainings identified in Subsection 2.1. Trainings.
- 2.2.1.2. Increases professional service providers' knowledge, skills, and abilities in using various outcome-supported and evidence-based or evidence-informed programs, policies, and practices.
- 2.2.1.3. Supports effective implementation of the full spectrum of substance misuse prevention, intervention, treatment and recovery supports services that are integrated with primary and behavioral health care and align with the Department's efforts to establish whole person-centered and community owned systems of care.

2.2.2. The Contractor shall provide TA in a variety of formats, which may include, but are not limited to:

- 2.2.2.1. Face-to-face, in person meetings.
- 2.2.2.2. Virtual meetings including, but not limited to:
 - 2.2.2.2.1. Web-based conferencing.
 - 2.2.2.2.2. Webinars.
- 2.2.2.3. Site visits.
- 2.2.2.4. Telephone calls and emails.
- 2.2.2.5. On-line and in-person Communities of Practice.



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- 2.2.3. The Contractor shall provide TA to providers and the workforce on targeted topics, based on emerging issues and needs, as directed by the Department.
- 2.2.4. The Contractor shall use a project management system, approved by the Department, to efficiently monitor, manage, and report TA requests.
- 2.2.5. The Contractor shall utilize online platforms, approved by the Department, to provide discussion forums to agencies served.
- 2.2.6. The Contractor shall provide TA that ensures program fidelity while meeting state and federal grant requirements including, but not limited to:
 - 2.2.6.1. The Substance Abuse Prevention & Treatment Federal Block Grant (SABG).
 - 2.2.6.2. Partnership for Success (PFS) Grant.
 - 2.2.6.3. The Medication-Assisted Treatment Prescription Drug and Opioid Addiction (MAT-PDOA) Grant.
- 2.2.7. The Contractor shall participate in all relevant federal programmatic webinars associated with the Department's awarded grants including but not limited to PFS, SABG, and MAT-PDOA.
- 2.2.8. The Contractor shall utilize subject matter experts, as approved by the Department, to enhance the TA activities.
- 2.2.9. The Contractor shall provide TA to the Department through seeking and writing proposals for other federal grants as directed by the Department.
- 2.2.10. The Contractor shall establish a process for identifying, selecting, guiding, and supporting promising programs in becoming a NH-endorsed, evidence-informed prevention program. At a minimum, the Contractor shall:
 - 2.2.10.1. Establish an evidence-informed workgroup to develop and manage activities which result in identification as a NH-endorsed prevention program.
 - 2.2.10.2. Convene, facilitate, and maintain a panel of informed national and local subject matter experts to determine the efficacy of programs.
 - 2.2.10.3. Employ NH's Service to Science process, whose guidelines are modeled from the Substance Abuse and Mental Health Services Administration's (SAMHSA's) process, which:
 - 2.2.10.3.1. Establishes core elements of an evidence-based practice.
 - 2.2.10.3.2. Ensures the approach is grounded in research.



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- 2.2.10.3.3. Ensures valid and reliable data are collected and analyzed to determine program effectiveness.
- 2.2.10.3.4. Requires implementation support including, but not limited to materials, manuals and training to support replication.
- 2.2.10.4. Coordinate, convene, and facilitate the NH Expert Panel, which represents multiple sectors, statewide and nationally in the field of prevention and is responsible for reviewing applications submitted in the NH Service to Science Process.
- 2.2.10.5. Ensure the application process includes the review and scoring of the application by an expert panel. The Contractor shall ensure:
 - 2.2.10.5.1. Applicants meeting application criteria are endorsed as Promising Practices in prevention.
 - 2.2.10.5.2. Applicants endorsed as Promising Practices in prevention are given the option to continue with the process to become endorsed as an evidence-based practice in prevention.
- 2.2.10.6. Collaborate with the Department to improve upon the current NH Service to Science process by establishing an evidence-informed workgroup to identify innovative NH-based programs that exhibit a level of readiness to enter the process of becoming a NH evidence-informed prevention program.
- 2.2.10.7. Provide consultation, technical assistance and evaluation support to prevention organizations who are not applying to be evidenced based but are seeking to improve the quality of their programs or practices which could include, but not be limited to process or protocol improvements, evaluation methodology consultation, evaluation development and implementation, and communication or marketing improvements.
- 2.2.11. The Contractor shall facilitate and provide technical and logistical support for a maximum of four (4) in-person Communities of Practice (CoP), which are designed in the format, frequency and length determined by the Department and include, but are not limited to:
 - 2.2.11.1.1. Prevention.
 - 2.2.11.1.2. Treatment.
 - 2.2.11.1.3. Medication-Assisted Treatment.
 - 2.2.11.1.4. Recovery Support Services.



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- 2.2.12. The Contractor shall maintain the New Hampshire Center for Excellence's current public-facing website (www.nhcenterforexcellence.org) that, at a minimum provides best practice and other professional assistance information that includes but is not limited to:
- 2.2.12.1. All publications and content created through this contract.
 - 2.2.12.2. Webpages for each CoP that includes posting all materials including meeting presentation slide decks, audio recordings, questions and answers asked during meetings, and other tools and resources.
 - 2.2.12.3. A listing of all technical assistance and training opportunities funded through this contract.
 - 2.2.12.4. A clearinghouse list of other education and training events that are available.
- 2.2.13. The Contractor shall maintain the website, <http://drugfreeh.org/>, a public-facing website that creates and promotes consistent statewide messages about the problems and solutions of substance misuse in New Hampshire. This includes, but is not limited to, developing, updating, and uploading website content, at the request and approval of the Department.
- 2.2.14. The Contractor shall develop, update, and upload website content for the NH Treatment Locator <http://nhtreatment.org/>, at the request of the Department.
- 2.2.15. The Contractor shall review and evaluate the New Hampshire Treatment Locator website (<https://nhtreatment.org/>) in collaboration with the Department to further refine the treatment locator by identifying additional enhancements and features which shall include, but not be limited to:
- 2.2.15.1. Improving the ease of use and management of the treatment locator and database.
 - 2.2.15.2. Exploring the feasibility of real-time treatment availability and allowing providers to access and update their treatment availability.
 - 2.2.15.3. Implementing processes to ensure directory listings are up-to-date.
 - 2.2.15.4. Identifying and implementing a process to improve coordination of edits and new provider listings.
 - 2.2.15.5. Identifying key providers and organizations through which the Center will actively promote the treatment locator.
- 2.2.16. The Contractor shall collaborate with the Department to ensure that all websites within this agreement, including training and distance learning activities provided via websites, are designed, created, and managed



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according to all NH DoH website requirements, and that any protected health information (PHI), personal information (PI), or other confidential information solicited, will not be stored or captured on the website and shall not be further disclosed except as provided by contract. Unless notice is clearly provided on the website, the Contractor agrees that website visitation will not be monitored and recorded for website analytics or marketing.

2.3. Program Evaluation

- 2.3.1. The Contractor shall develop methodologies, in collaboration with the Department, to evaluate the overall effectiveness of the AOD Continuum of Care System which will include, but not be limited to developing, implementing, and administering tools, surveys, plans, program-level logic models and conducting focus groups.
- 2.3.2. The Contractor shall provide a summary of evaluation results obtained in Paragraph 2.3.1 to the Department and program stakeholders. The Contractor shall ensure the summary includes, but is not limited to:
 - 2.3.2.1. Demonstrated progress in meeting implementation goals.
 - 2.3.2.2. An explanation of challenges and successes that contributed to the outcomes.
 - 2.3.2.3. Identification of opportunities for improvement in implementation to lead to improved outcomes.
- 2.3.3. The Contractor shall utilize subject matter experts, as approved by the Department, to enhance the program evaluation activities and scope of work.
- 2.3.4. The Contractor shall evaluate and provide support to programs funded by the Department, as directed by the Department and required by each funding source, to ensure program fidelity and that federal and state evaluation requirements and program outcomes are being achieved including, but not limited to:
 - 2.3.4.1. Substance Abuse Prevention and Treatment Block Grant (SABG), which includes a minimum of one (1) independent peer review per state fiscal year to assess the quality, appropriateness, and efficacy of treatment services.
 - 2.3.4.1.1. The Independent Peer Review shall be conducted according to SAMHSA SABG requirements as stated in 42 USC 300x-53, Additional Requirements.
 - 2.3.4.1.2. Timetables for this review will be included in the workplan and submitted to the Department within 30 days of the contract



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approval date. Changes to the timetable will require Department notice and approval.

2.3.4.1.3. A summary report, including but not limited to, results and findings related to the review shall be submitted to the Department within 30 days following completion of the review.

2.3.4.2. The Partnership for Success (PFS) Grant.

2.3.4.3. The Medication-Assisted Treatment Prescription Drug and Opioid Addiction (MAT-PDOA) Grant and the MAT-PDOA Supplemental Grant.

2.3.4.4. The State Targeted Response to the Opioid Crisis (STR) Grant.

2.3.4.5. Governor's Commission Programs managed by the Department.

2.3.5. The Contractor shall participate in all federal evaluation webinars associated with the Department's awarded grants including, but not limited to PFS, SABG, STR, and MAT-PDOA.

2.3.6. The Contractor shall, in consultation with the Department:

2.3.6.1. Develop evaluation documents required for state and federal grants.

2.3.6.2. Provide data as requested, by the Department.

2.3.6.3. Participate in SAMHSA evaluation and programmatic webinars.

2.4. Data Collection, Analysis, Interpretation, Reporting, and Support

2.4.1. The Contractor shall assist and support the Department in the collection, analysis, interpretation, and reporting of data for the purposes of improving and informing substance misuse policies, programs, and practices. The Contractor shall ensure activities include, but are not limited to:

2.4.1.1. Identifying existing data available at the federal, state, and local levels that can be utilized for problem identification as well as strategies and services to effectively address these issues.

2.4.1.2. Identifying methodologies for data collection.

2.4.1.3. Identifying reporting requirements.

2.4.1.4. Gathering and compiling relevant drug and alcohol use disorder information and data.

2.4.1.5. Analyzing and translating data into a variety of formats.

2.4.1.6. Facilitating the collection and reporting of data.

2.4.1.7. Collaborating with contracted providers.



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- 2.4.1.8. Integrating quality data assessment procedures into regular data management practices.
- 2.4.1.9. Developing a summary report of aggregate data.
- 2.4.1.10. Developing narrative responses.
- 2.4.1.11. Preparing documents as determined and requested by the Department.
- 2.4.2. The Contractor shall employ software, systems, and tools approved by the Department to analyze quantitative and qualitative data.
- 2.4.3. The Contractor shall support the reporting needs of the Internal Department Data Dashboard by assisting with gathering and providing data from relevant sources, as directed by the Department.
- 2.4.4. The Contractor shall utilize subject matter experts, as approved by the Department, to enhance the data analysis, interpretation and support activities.
- 2.4.5. The Contractor shall design and publish compiled reports using data supplied by the Department and through other sources, upon the request of the Department, consistent with all state and federal rules and laws. The Contractor shall ensure compiled reports include, but are not limited to:
 - 2.4.5.1. Reports related to SUD prevention, treatment, and recovery support services provided and outcomes achieved, statewide, including but not limited to an annual system level status report.
 - 2.4.5.2. Targeted reports on emerging issues.
- 2.4.6. The Contractor shall provide reports in user-friendly and accessible formats, as directed by the Department including, but not limited to:
 - 2.4.6.1. Data summaries.
 - 2.4.6.2. Issue briefs.
 - 2.4.6.3. Slide presentations.
 - 2.4.6.4. Written reports.
 - 2.4.6.5. Data dashboards, charts and graphs.
 - 2.4.6.6. Tables that visually represent data and research findings.
- 2.4.7. The Contractor shall maintain the privacy and confidentiality of non-deidentified information obtained, gathered, stored, or transmitted by actions in compliance with applicable state and federal laws and regulations, including, but not limited to:



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- 2.4.7.1. Locking access to all electronic and print files.
- 2.4.7.2. Ensuring that sensitive data is never stored on users' personal accounts with any cloud-based service; such data are only to be stored on corporate accounts with services that are specifically approved for the storage of sensitive data.
- 2.4.7.3. Ensuring all sensitive information are encrypted in transmission via SSL, TLS, or similar mechanisms, using FIPS-compliant libraries for cryptographic functions and that sensitive data is not transmitted over insecure connections.
- 2.4.7.4. Ensuring all sensitive data are not stored on third-party servers, unless those third-party providers have agreed, in writing, to protect the data as required by law, regulation, and by agreement(s) with the data owner. All agreements with third-party providers must be approved by the CIO, COO, or President of JSI.
- 2.4.7.5. Ensuring that data, statistics, or information derived from the data that directly or inferentially identifies any individual(s), including cases, family members, or providers, shall not be published or released in any form.
- 2.4.8. The Contractor shall maintain the secure storage of all non-deidentified data obtained, gathered, stored, or transmitted by any consultant or subcontractor. The Contractor shall ensure:
 - 2.4.8.1. All sensitive, non-deidentified data is stored on an encrypted, secure, HIPAA-compliant drive.
 - 2.4.8.2. Only authorized individuals listed in specific data use agreements are permitted to access these respective data.
 - 2.4.8.3. All workstations and servers utilized by staff are equipped with:
 - 2.4.8.3.1. Up-to-date anti-virus software.
 - 2.4.8.3.2. Up-to-date malware detection and software firewalls.
 - 2.4.8.4. Data on all servers are backed up nightly, and all backup media is stored in secured locations and transmitted in locked containers.
 - 2.4.8.5. A minimum of one copy of all data are stored in a secure site storage location to assure data recovery in the event of disaster.
 - 2.4.8.6. Backup media which is utilized to rebuild all servers and workstations to ensure backups are being performed and are effective.



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- 2.4.8.7. The secure drive containing the data is sanitized by wiping and overwriting the data in multiple passes upon completion of any data retention period.
- 2.4.8.8. All media containing non-public data are destroyed in a manner that ensures data are not recoverable.
- 2.4.8.9. Electronic storage devices are physically destroyed or sanitized by IT staff before reuse.
- 2.4.8.10. Disposal of data storage devices that are no longer required are authorized by an IT Manager, who certifies that all company and personal data have been removed from them prior to disposal.
- 2.4.8.11. Device or media destruction is performed by a qualified data-destruction organization, witnessed by an IT staff member, and documented in writing in instances where devices or media are to be destroyed prior to data cleaning.

2.5. NH Youth Risk Behavior Survey

- 2.5.1. The Contractor shall provide administrative assistance to the Department for the implementation of the bi-annual Centers for Disease Control and Prevention (CDC) NH Youth Risk Behavior Survey (YRBS) which includes, but is not limited to:
 - 2.5.1.1. Printing, delivery and distribution of approximately 45,000 paper-based surveys to more than eighty (80+) participating public high schools statewide, formatted in accordance with the requirements of the CDC (<https://www.cdc.gov/healthyyouth/data/yrbs/data.htm>) and the Department, in booklet form;
 - 2.5.1.2. Collecting and scanning completed surveys.
 - 2.5.1.3. Developing a clean dataset of coded results.
 - 2.5.1.4. Providing the data to the Department in a clean data file in ASCII format ensuring that any protected health information (PHI) or SUD data included in the reports is disclosed in accordance with state rules, state and federal laws, including the requirements of 42 CFR Part 2.

2.6. Governor's Commission on Alcohol and Other Drug Abuse Prevention, Treatment, and Recovery (Commission)

- 2.6.1. The Contractor shall design and publish semi-annual reports for the Commission in accordance with RSA 12-J:4.



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2.6.2. The Contractor shall provide support and technical assistance for all Commission Taskforces and their respective meetings, which includes but is not limited to:

2.6.2.1. Providing administrative and logistical support including, but not limited to:

2.6.2.1.1. Attending all Taskforce meetings.

2.6.2.1.2. Taking meeting minutes for each Taskforce, including preparing minutes for approval and posting approved minutes on the Taskforce's web pages at <https://nhcenterforexcellence.org/governors-commission/>

2.6.2.1.3. Communicating with Taskforce Chairs and preparing agendas.

2.6.2.1.4. Communicating with presenters, as needed.

2.6.2.1.5. Providing copies of materials; including minutes from previous meetings.

2.6.2.2. Providing consultation and recommendations to enhance work of respective taskforces including, but not limited to:

2.6.2.2.1. Identifying potential TA requests.

2.6.2.2.2. Submitting identified TA requests to the Commission and/or Taskforces for approval.

2.6.2.2.3. Providing guidance and support to complete approved requests.

2.6.2.2.4. Providing summary reports of completed TA to the Commission and/or respective Taskforces.

2.6.3. The Contractor shall provide the following additional administrative support and technical assistance for the Data and Evaluation Taskforce (Taskforce) of the Commission which includes, but is not limited to:

2.6.3.1. Convening Taskforce members at the direction of the Taskforce and the Department.

2.6.3.2. Managing and facilitating a minimum of six (6) meetings per year, which includes, but is not limited to maintaining records of meetings and activities related to the Taskforce.

2.6.3.3. Developing and implementing practices and processes that are demonstrated to be effective including, but not limited to:



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- 2.6.3.3.1. Developing capacities for sustaining the State Epidemiological Outcomes Workgroup (SEOW).
- 2.6.3.3.2. Developing useful products and disseminating product information to key decision makers.
- 2.6.3.3.3. Continuously evaluating data and systems for effectiveness.
- 2.6.3.4. Identifying and retrieving data sets from a diverse group of suppliers of relevant data and translating data into a variety of formats.
- 2.6.3.5. Participating with the Department in the collection and analysis of data.
- 2.6.3.6. Identifying key data indicators for use in monitoring progress across providers and program areas.
- 2.6.3.7. Assembling a dashboard of measures for semi-annual reporting as directed by RSA 12-J:4.
- 2.6.4. The Contractor shall update membership lists for the Commission and each Taskforce as indicated.
- 2.6.5. The Contractor shall update and maintain the Commission's web page and associated Taskforce pages on <https://nhcenterforexcellence.org/governors-commission>.
- 2.6.6. The Contractor shall coordinate with the Department to ensure the Commission is meeting all data collection, analysis, and reporting requirements as articulated in RSA 12-J.
- 2.7. Cost-Effectiveness Reporting
 - 2.7.1. The Contractor shall create and produce a Program Inventory Report, in accordance with Chapter 302 NH Laws of 2018 (HB1626), New Hampshire Laws of 2018, for the Commission and the Department with a proposed target date of December 1, 2018 for the Commission's release proposed by January 1, 2019, that includes an inventory of all alcohol and drug abuse prevention, treatment, and recovery programs funded in whole or in part by the Commission.
 - 2.7.2. The Contractor shall ensure the Program Inventory Report includes, but is not limited to, the following information for each program:
 - 2.7.2.1. Program description.
 - 2.7.2.2. Intended outcome.
 - 2.7.2.3. Target participant population.



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- 2.7.2.4. Oversight agency.
- 2.7.2.5. Annual budget.
- 2.7.2.6. Average cost per participant.
- 2.7.2.7. An assessment of the evidence of effectiveness for intended outcome.
 - 2.7.2.7.1. For this report, "evidence of effectiveness" means documented results of evaluation assessing the effect of the program on the intended outcome for program participants, or program beneficiaries in the case of prevention programs.
 - 2.7.2.7.2. This may include results of program evaluation conducted in New Hampshire or an evidence rating developed by matching the program to available research using nationally recognized clearinghouses of program evaluations, including, but not limited to, those included in the Pew-MacArthur Results First Clearinghouse Database.
- 2.7.3. The Contractor shall submit a work plan for the Program Inventory Report to the Department within 30 days of the contract effective date.
- 2.7.4. The Contractor shall create and produce a Cost-Effectiveness and Outcomes Report, in accordance with RSA 12-J:5, for the Commission and the Department no later than December 1, 2019 and annually thereafter for the Commission's release no later than January 1 of the following year that details currently funded programs including, but not limited to:
 - 2.7.4.1. Findings relative to the outcomes.
 - 2.7.4.2. Aggregate data and reports on findings relative to the outcomes as applicable to different program goals and context which may include, but is not limited to:
 - 2.7.4.2.1. Deidentified participant / client demographics.
 - 2.7.4.2.2. Duration of participation or average length of stay.
 - 2.7.4.2.3. Changes in knowledge, beliefs, skills and behavior.
 - 2.7.4.2.4. Program completion by program type including, but not limited to:
 - 2.7.4.2.4.1. Diagnosis.
 - 2.7.4.2.4.2. Primary drug of use.



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- 2.7.4.2.4.3. De-identified, aggregate client demographics for treatment programs
- 2.7.4.2.4.4. Referral pathways including, but not limited to:
 - 2.7.4.2.4.4.1. Primary care.
 - 2.7.4.2.4.4.2. Justice system.
 - 2.7.4.2.4.4.3. Mental health system.
 - 2.7.4.2.4.4.4. School system.
- 2.7.4.2.5. Treatment capacity versus utilization.
- 2.7.4.2.6. Program-level treatment outcomes including, but not limited to:
 - 2.7.4.2.6.1. Substance use reduction or abstinence.
 - 2.7.4.2.6.2. Housing status.
 - 2.7.4.2.6.3. Recidivism.
 - 2.7.4.2.6.4. Employment.
 - 2.7.4.2.6.5. Education program status.
 - 2.7.4.2.6.6. Engagement with recovery supports.
- 2.7.4.3. Cost-effectiveness of programs and projects.
- 2.7.4.4. Evidence of effectiveness of programs funded in whole or in part by the Commission.
- 2.7.5. The Contractor shall ensure the Cost-Effectiveness and Outcomes Reports contain an evaluation of a minimum of four (4) programs identified by the Commission, as follows:
 - 2.7.5.1. The initial annual report will address four (4) treatment programs.
 - 2.7.5.2. The second annual report will address four (4) prevention programs.
 - 2.7.5.3. The following annual reports will alternate between treatment and prevention programs.
 - 2.7.5.4. Programs will be chosen from the ten (10) highest annual dollar value programs, excluding law enforcement programs.
- 2.7.6. The Contractor shall ensure the cost-effectiveness analysis performed permits comparisons between selected programs within a given category.



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2.7.7. The Contractor shall ensure the annual Cost-Effectiveness and Outcomes Reports:

2.7.7.1. Represent outcomes as program effects on the participant population, not documentation of the delivery of the program.

2.7.7.2. Include cost-effectiveness analysis using an economic evaluation in which the costs and consequences of alternative interventions are expressed as cost per unit of outcome.

2.7.7.3. Identify evidence of effectiveness by assessing the effect of the program on the intended outcome for program participants, or program beneficiaries in the case of prevention programs.

2.7.7.3.1. This may include results of program evaluation conducted in New Hampshire or an evidence rating developed by matching the program to available research using nationally recognized clearinghouses of program evaluations including, but not limited to those included in the Pew-MacArthur Results First Clearinghouse Database.

2.7.8. The Contractor shall submit a work plan to the Department for the cost-effectiveness analysis within thirty (30) days of the Governor's Commission identification of the four (4) programs to be analyzed.

2.7.9. The Contractor shall participate in any workgroups or committees established by the Department and/or the Commission to evaluate the usefulness of the cost-effectiveness reporting and incorporate any modifications to the process as developed in the workgroup or committee where approved by the Commission.

2.8. Partnership for Success

2.8.1. Partnership for Success (PFS) 2015

2.8.1.1. The Contractor shall provide TA and evaluation support for the Department and sub-grantees funded through SAMHSA's Partnership for Success (PFS) 2015 Grant. The Contractor shall ensure TA includes, but is not limited to:

2.8.1.1.1. Designing surveys.

2.8.1.1.2. Reviewing evaluation administration procedures.

2.8.1.1.3. Reviewing evaluation reporting methodologies.

2.8.1.1.4. Analyzing the administration of evaluation results.

2.8.1.1.5. Aggregating school-level survey and young adult data.



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2.8.1.1.6. Participating in the Department's Partnership for Success advisory and evaluation teams.

2.8.1.2. The Contractor shall ensure all federal reporting for the PFS 2015 grant requirements are met.

2.8.2. Student Assistance Programs

2.8.2.1. The Contractor shall provide supportive services for the Student Assistance Program in order to increase staff and provider knowledge and skills. The Contractor shall ensure services include, but are not limited to:

2.8.2.1.1. Training.

2.8.2.1.2. TA.

2.8.2.1.3. Program evaluation.

2.8.2.1.4. Data analysis.

2.8.2.1.5. Interpretation of evaluation results.

2.8.2.1.6. Support.

2.8.2.2. The Contractor shall review the following evaluation strategies with the Department and advisory group for possible inclusion in the evaluation plan:

2.8.2.2.1. **Process data:** Refers to who is receiving which interventions or information and when.

2.8.2.2.2. **Knowledge attitude and behavior (KAB) Information:** Typically collected utilizing surveys, but may be gathered through direct observations or qualitative approaches including, but not limited to focus groups or surveys with parents or teachers, ensuring parental consent is obtained prior to completing KAB collection from students directly.

2.8.2.2.3. **School performance and disciplinary data:** Considers the change in grades, truancy, and behavioral issues through baseline before the student started with SAP and through change at the end of school year, which requires having access to individual level data for each participant as well as an aggregate summary of all students in the same school and time period for comparison purposes.



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2.8.2.3. The Contractor shall provide recommendations on data products based on the evaluation findings of the PFS 2015 grant to a variety of stakeholders which include, but are not limited to:

2.8.2.3.1. School administrations.

2.8.2.3.2. Boards.

2.8.2.3.3. Communities.

2.8.2.3.4. The Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery.

2.8.3. Young Adult Strategies

2.8.3.1. The Contractor shall provide information and TA to the Regional Public Health Networks' (RPHNs') Substance Misuse Prevention Coordinators and Young Adult Coordinators related to the Young Adult Strategies, for young adults ages eighteen (18) through twenty-five (25) years, regarding implementing and monitoring evidence-informed strategies. The Contractor shall ensure TA may include, but is not limited to assistance with:

2.8.3.1.1. In consultation with the Department coordinate and develop content as needed for bi-monthly meetings.

2.8.3.1.2. Developing implementation manuals.

2.8.3.1.3. Facilitating strategic planning and training in the application of the Strategic Prevention Framework.

2.8.3.1.4. Providing learning opportunities through the use of subject matter experts.

2.8.3.1.5. Developing tools to collect evaluation data that are consistent with federal reporting requirements.

2.8.3.1.6. Securing speakers/presenters.

2.8.3.1.7. Training, developing, and posting resources on the Contractor's website.

2.8.3.2. The Contractor shall develop and implement an evaluation plan, in consultation with the Department, for Young Adult Strategies that is consistent with federal requirements.

2.8.3.3. The Contractor shall administer a statewide online survey for young adults ages eighteen (18) through thirty (30) years that shall be




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available for response for thirty (30) consecutive days and shall begin within sixty (60) days of the initiation of the contract.

2.8.4. Media Messaging for Young Adults

- 2.8.4.1. The Contractor shall provide TA to the RPHN's related to the ongoing young adult social media campaigns that specifically targets the young adult population ages eighteen (18) through twenty-five (25) years, in order to create awareness of the risks of underage drinking and high-risk alcohol use, such as binge drinking.
- 2.8.4.2. The Contractor shall conduct activities to ensure the delivery of substance misuse prevention social media messages is appropriate for a variety of venues.
- 2.8.4.3. The Contractor shall create, update and adapt existing media messages based on data, research, and input from young adults and as approved by the Department.
- 2.8.4.4. The Contractor shall ensure activities include, but are not limited to:
 - 2.8.4.4.1. Developing an evaluation plan of the young adult social media campaigns, with Department approval.
 - 2.8.4.4.2. Implementing the approved evaluation plan.
 - 2.8.4.4.3. Providing a written report of evaluation findings including recommendations for improvements.
- 2.8.4.5. The Contractor shall deploy campaign strategies that are culturally sensitive based on the evaluation findings and recommendations.
- 2.8.4.6. The Contractor shall provide services, as approved by the Department that include but are not limited to:
 - 2.8.4.6.1. Marketing.
 - 2.8.4.6.2. Strategy development.
 - 2.8.4.6.3. Traditional and digital advertising.
 - 2.8.4.6.4. Public relations.
 - 2.8.4.6.5. Market research.
 - 2.8.4.6.6. Formative research.
 - 2.8.4.6.7. Creative development and production.
 - 2.8.4.6.8. Media planning and buying.


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2.8.4.6.9. Host and maintain websites and social media platforms, as determined in conjunction with the DHHS.

2.8.4.7. The Contractor shall implement digital media campaigns, as approved by the Department, that include but are not limited to:

2.8.4.7.1. Binge-Free 603: What's your Reason?

2.8.4.7.2. Preppy-partier peer crowd campaign.

2.8.4.8. The Contractor shall ensure any website or media campaign accessing or gathering user information shall not store, retain, or collect personal identifying information of the user, including IP or email address.

2.9. Prevention Awareness and Education

2.9.1. The Contractor shall provide staffing, expertise and services to implement a NH prevention marketing campaign (Campaign). The contractor will work with the NH Bureau of Drug and Alcohol Services (Bureau) to identify and review relevant data to determine the topic for the campaign.

2.9.2. At a minimum the Contractor shall:

2.9.2.1. Identify primary and secondary audiences.

2.9.2.2. Increase public awareness of approved prevention topic.

2.9.2.3. Research, create, and/or confirm campaign key messages that inform the priority audiences of what they need to know and do in order access substance misuse and health promotion information.

2.9.2.4. Engage through focus groups or key informant interviews the primary audience and testing of messaging with the primary audience to ensure the content of the Campaign is relevant and culturally competent.

2.9.2.5. Engage the State's Regional Public Health Networks and other community based prevention organizations and professionals in the development, implementation and marketing of the campaign.

2.9.3. The Contractor shall:

2.9.3.1. Review the current prevention Campaign materials and content and/or review current data on emerging substance use disorder, to inform Campaign messaging for the primary and secondary audiences as well as any new audiences.



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Exhibit A Amendment #2

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- 2.9.3.2. Based on the formative research and audience engagement research create Campaign key messages.
 - 2.9.3.3. Develop a strategic communications plan in consultation with the Department that ensures that the frequency and reach of all paid media is based on industry standards and reaches the intended audience based on research and audience testing. The Contractor shall submit the final media plan to the NH DHHS for approval prior to implementation.
 - 2.9.3.4. Submit the final media messages to the NH DHHS for approval prior to publishing and/or public release or distribution. This will include electronic copies of the production files for all media messages.
 - 2.9.3.5. Ensure all media messages inform the public throughout the state using varied and culturally competent messages, platforms, and communications channels.
 - 2.9.3.6. Include messaging about The Doorways, 211-NH and other relevant websites specific to the Campaign's key messages.
 - 2.9.3.7. Prepare media buy plans for Department review and approval.
 - 2.9.3.8. Negotiate media placement rates to provide added value for each media buy.
 - 2.9.3.9. Invoice media outlets and pay for media buys.
 - 2.9.3.10. Foster buy-in and a shared mission with all collaborators.
 - 2.9.3.11. Enhance the current Binge-Free 603: What's your Reason? Activities with this funding as directed by funder.
- 2.10. Building Long-Term Sustainability for Workforce Development**
- 2.10.1. The Contractor shall leverage multiple resources and partnerships to build long-term workforce sustainability and to increase and expand workforce development efforts that address substance misuse.
- 2.11. Outcomes**
- 2.11.1. The Contractor shall provide services that result in the improvement of policies, practices, data collection, and analysis of the AOD Continuum of Care system to mitigate substance misuse and its consequences for individuals by:
 - 2.11.1.1. Increasing professional service provider's knowledge, skills and abilities in the use of various outcome-supported and evidence-based programs, policies, and practices.



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- 2.11.1.2. Improving provider's overall operations as they relate to programs, policies, and practices.
- 2.11.1.3. Supporting integration of AOD services within primary and behavioral health care.
- 2.11.1.4. Providing TA in the form of consultation and guidance on delivering outcome-supported and evidence-based services in order to assist providers to build internal capacity and increase knowledge and expertise to the changing landscape of healthcare.
- 2.11.1.5. Providing program evaluation to measure outcomes and processes in order to continually enhance and improve the quality of services delivered.
- 2.11.1.6. Providing data analysis, including interpretation and translation of data, to inform the decision-making process.
- 2.11.2. The Contractor shall collect data to monitor implementation of contract activities which shall include, but not be limited to:
 - 2.11.2.1. Participation in trainings and Communities of Practice (CoPs).
 - 2.11.2.2. Dissemination of products and data.
 - 2.11.2.3. Measurement of the outcomes among those reached by these activities using:
 - 2.11.2.3.1. TA satisfaction evaluation surveys.
 - 2.11.2.3.2. Training satisfaction evaluation surveys including an annual training needs assessment.
 - 2.11.2.3.3. CoP satisfaction evaluation surveys.
- 2.11.3. The Contractor shall employ quality improvement activities for each scope of service activity area, which includes, but is not limited to:
 - 2.11.3.1. Creating and employing a work plan for each scope of work identified in this Exhibit A.
 - 2.11.3.2. Studying evaluation findings to continuously refine, improve, and adapt future activities as needed.
 - 2.11.3.3. Reviewing progress towards planned activities and objectives with the Department.
 - 2.11.3.4. Addressing any challenges by sharing findings with the Department and determining appropriate strategies to address the challenges.



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Exhibit A Amendment #2

2.11.3.5. Establishing a minimum evaluation result as applicable, with input from the Department and ensuring:

2.11.3.5.1. Evaluations with findings below the established minimum standard result in the start of a quality improvement cycle.

2.11.3.5.2. Quality improvement cycles will be implemented based on annual findings.

2.12. Project Management

2.12.1. The Contractor shall meet with the Department, as requested.

2.12.2. The Contractor shall establish a project management strategy, as approved by the Department, that ensures:

2.12.2.1. All project tasks and activities are identified and monitored.

2.12.2.2. Potential issues impacting outcomes are identified.

2.12.2.3. Deliverables are met as identified in this Exhibit A, Scope of Services.

2.12.3. The Contractor shall conduct a project kick-off meeting with the Department and identified project staff within ten (10) business days of the contract effective date to review proposed project management strategy.

2.12.4. The Contractor shall provide a work plan/timeline to the Department that defines the milestones, activities, deliverables, due dates, and anticipated staffing needs for each scope of work within ten (10) business days following the kick-off meeting.

2.12.5. The Contractor shall facilitate regular full-team meetings to ensure all staff remain informed of current work plan activities, materials development initiatives, and all overarching project issues.

2.12.6. The Contractor shall distribute minutes from meetings, project materials, and resources across all project staff, including the Department, using a networked, cloud-sharing platform that facilitates collaboration.

3. Deliverables

3.1. Training

3.1.1. The Contractor shall deliver trainings as follows, per state fiscal year:

3.1.1.1. A minimum of forty-nine (49) in-person trainings including, but not limited to:

3.1.1.1.1. Core, intermediate, and advanced level trainings which meet licensure and certification needs of the workforce, including



**New Hampshire Department of Health and Human Services
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but not limited to confidentiality of protected health information (PHI) and substance use disorder (SUD) data as required by 45 CFR 160, 164 (HIPPA) and 42 CFR Part 2, as applicable, and all state and federal laws and regulations..

3.1.1.1.2. Trainings specific to the needs of PFS grantees.

3.1.1.1.3. Targeted trainings as determined by the Department.

3.1.1.2. A minimum of four (4) on-demand webinars.

3.1.2. The Contractor shall administer an annual training needs assessment, beginning no later than sixty (60) days of the contract effective date, and every twelve (12) months thereafter and shall provide key findings to the Department for consideration and feedback for training planning purposes and to ensure continuous quality improvement of the training program.

3.2. Technical Assistance

3.2.1. The Contractor shall provide a list of TA requests to the Department for approval on a weekly basis.

3.2.2. The Contractor shall compile a list of TA provided and shall include this in the written monthly progress reports detailed in Section 3.

3.2.3. The Contractor shall facilitate and provide technical and logistical support for a maximum of four (4) online Communities of Practice (CoP), which are designed in the format, frequency and length determined by the Department and include, but are not limited to:

3.2.3.1. Prevention

3.2.3.2. Treatment

3.2.3.3. Medication-Assisted Treatment.

3.2.3.4. Recovery Support Services

3.2.4. The Contractor shall identify a minimum of one (1) NH prevention program, per state fiscal year, to participate in the NH Service to Science process.

3.3. Program Evaluation

3.3.1. The Contractor shall develop, in consultation with the Department evaluation documents required for state and federal grants.

3.3.2. The Contractor shall supply the Department with all documents and findings relative to the independent peer review performed within each state fiscal year.



**New Hampshire Department of Health and Human Services
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Exhibit A Amendment #2

3.4. NH YRBS

- 3.4.1. The Contractor shall print, package, deliver and distribute a minimum of 45,000 surveys to a minimum of eighty (80) participating public high schools, statewide.
- 3.4.2. The Contractor shall collect and scan completed surveys and develop a clean dataset of coded results and provide the data to the Department in a clean data file in ASCII format.

3.5. Governor's Commission

- 3.5.1. The Contractor shall publish semi-annual reports, including de-identified or aggregated data only, for the Commission in accordance with RSA 12-J:4.
- 3.5.2. The Contractor shall provide administrative support and technical assistance for the Commission and each of its respective Taskforces as defined in Section 2.6.2.

3.6. Cost-effectiveness Evaluation

- 3.6.1. The Contractor shall create and produce a Program Inventory Report, in accordance with Chapter 302 (HB1626), New Hampshire Laws of 2018, for the Commission and the Department with a proposed target date of December 1, 2018 for the Commission's release proposed by January 1, 2019, that includes an inventory of all alcohol and drug abuse prevention, treatment, and recovery programs funded in whole or in part by the Commission.
- 3.6.2. The Contractor shall create and produce a Cost-Effectiveness and Outcomes Report for the Commission and the Department no later than December 1, 2019 and annually thereafter for the Commission's release no later than January 1 of the following year in accordance with Chapter 302 NH Laws of 2018 (HB1626).

3.7. Partnership for Success

- 3.7.1. The Contractor shall develop an evaluation design for the Student Assistance Program sixty (60) days from the contract effective date.
- 3.7.2. The Contractor shall implement the evaluation of the Student Assistance Program no later than ninety (90) days from the contract effective date.
- 3.7.3. The Contractor shall provide the Department and P&S Student Assistance Program sub-recipients with analysis of data, as referenced in Section 2.7.11, provided to the Contractor by the end of each fiscal year.
- 3.7.4. The Contractor shall conduct at a minimum four (4) focus groups with stakeholders associated with Student Assistance Programs per fiscal year.



**New Hampshire Department of Health and Human Services
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Exhibit A Amendment #2

- 3.7.5. The Contractor shall submit the Young Adult Strategies evaluation plan no later than thirty (30) days from the contract effective date for Department approval.
 - 3.7.6. The Contractor shall implement the evaluation of Young Adult Strategies no later than ninety (90) days from the contract effective date.
 - 3.7.7. The Contractor shall provide the Department with analysis of the evaluation data within 60 days after the end of each fiscal year.
 - 3.7.8. The Contractor shall submit the Young Adult social media campaign evaluation plan within sixty (60) days of the contract effective date for department approval.
 - 3.7.9. The Contractor shall implement the evaluation of the Young Adult social media campaign no later than ninety (90) days from contract effective date.
 - 3.7.10. The Contractor shall provide a written report of the Young Adult social media campaign evaluation findings, including recommendations for improvements, no later than sixty (60) days from the close of the evaluation.
 - 3.7.11. The Contractor shall update and launch the "Preppy-Partier" media messaging campaign, as part of the BingFree603 Campaign, by March 1, 2020.
 - 3.7.12. The Contractor shall submit the "Preppy-Partier" media campaign evaluation plan within sixty (60) days of the contract effective date for department approval.
 - 3.7.13. The Contractor shall implement the evaluation of the "Preppy-Partier" media campaign no later than ninety (90) days from contract effective date.
 - 3.7.14. The Contractor shall provide a written report of the "Preppy-Partier" media campaign evaluation findings, including recommendations for improvements, no later than sixty (60) days from the close of the evaluation.
- 3.8. Prevention Awareness and Education Campaign**
- 3.8.1. The Contractor shall submit the Prevention Awareness and Education Campaign development and implementation plan within sixty (60) days of the contract effective date for department approval.
 - 3.8.2. The Contractor, in coordination with the DHHS, shall develop an evaluation plan of the Campaign, which will include an evaluation of the process, outputs, and intermediate outcomes.
 - 3.8.3. All services related to the Prevention Awareness and Education campaign shall be completed by June 30, 2020.



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Exhibit A Amendment #2

3.9. Reporting and Meetings

3.9.1. The Contractor shall provide a written monthly progress report to the Department related to accomplishments of the contract goals and performance measures, for each scope of work, which includes, but is not limited to:

3.9.1.1. A summary of the key work performed for each scope of work during the monthly period.

3.9.1.2. Encountered and foreseeable key issues.

3.9.1.3. Scheduled work for the upcoming period.

3.9.2. The Contractor shall provide quarterly reports to the Department detailing the status of the Campaigns and media messaging activities, including but not limited to Anyone/Anytime media messaging activities and a comparison of budgeted to expended funds for these activities in the form and format prescribed by the Department.

3.9.3. The Contractor shall meet at least quarterly with the Department to review the status of all contract requirements for each scope of work including, but not limited to:

3.9.3.1. Work plans/timelines for each scope of work for the upcoming quarter.

3.9.3.2. Anticipated staffing needs for each scope of work for the upcoming quarter.

3.9.3.3. Potential risks, barriers, and issues for each scope of work, that may impact outcomes; including a mitigation strategy for each.

3.9.3.4. Quarterly financial reports that clearly identify costs charged as they relate to work done per scope.

3.9.4. The Contractor shall complete and submit an end of year report no later than sixty (60) days after the end of the state fiscal year which provides, at a minimum:

3.9.4.1. A complete program overview.

3.9.4.2. Accomplishments towards program goals and performance measures linked to outcomes and including return on investment data for each scope of work.

3.9.4.3. End of year financial report.

New Hampshire Department of Health and Human Services
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Exhibit B Amendment #2

Methods 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 by the Contractor pursuant to Exhibit A Amendment #1, Additional Scope of Services and Exhibit A Amendment #2, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A Amendment #1, Additional Scope of Services and in Exhibit A Amendment #2, Scope of Services in compliance with funding requirements.
3. This contract is funded as follows:
 - 3.1. Funding from the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment.
 - 3.2. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA):
 - 3.2.1. Substance Abuse Prevention & Treatment Block Grant (SAPT) CFDA #93.959 FAIN # TI010035.
 - 3.2.2. NH Partnership for Success Initiative (PFS2) CFDA #93.243 FAIN # SP020796.
 - 3.2.3. Medication-Assisted Treatment Prescription Drug and Opioid Addiction Grant (MAT-PDOA) CFDA #93.243 FAIN #TI026741.
 - 3.2.4. State Targeted Response to the Opioid Crisis Grant (STR) CFDA#93.788 FAIN # TI080246.
 - 3.2.5. State Opioid Response Grant (SOR) CFDA #93.788 FAIN H79TI081685
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 budget line items.
 - 4.2. Contractor budgets include:
 - 4.2.1. Exhibit B-1 Amendment #1 (SFY 19) and Exhibit B-2 Amendment #2 B-2 (SFY 20) which are the total budgets per State Fiscal Year including all programs within the contract.
 - 4.2.2. Exhibits B-3 through B-19, inclusive of Exhibits B-2 Amendment #2, B-6 Amendment #2, B-8 Amendment #2, B-12 Amendment #2, and B-16 Amendment #2, all of which are budgets for the individual programs by State Fiscal Year.
 - 4.3. The Contractor shall submit an invoice in a form satisfactory to the State no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.4. The Contractor shall ensure invoices are completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.5. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
 - 4.6. The State shall make payment to the Contractor within thirty (30) days of receipt of

New Hampshire Department of Health and Human Services
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Exhibit B Amendment #2

- each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 4.7. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 4.8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Michael.Rogers@dhhs.nh.gov and Laurie.Heath@dhhs.nh.gov
 5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A Amendment #1, Scope of Services, Exhibit A Amendment #2, Scope of Services, and in this Exhibit B.
 6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this contract.
 7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and approved by the Department, and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-2 Amendment #2

New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: Master AOD Continuum of Care Systems Supports			
Budget Period: SFY20 (7/1/19 - 6/30/20)			
Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 1,053,466.02	\$ -	\$ 955,628.02
2. Employee Benefits	\$ 400,316.87	\$ -	\$ 363,138.87
3. Consultants	\$ -	\$ -	\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 31,587.41	\$ -	\$ 28,652.41
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 73,745.29	\$ -	\$ 66,896.29
6. Travel	\$ 14,103.00	\$ -	\$ 10,103.00
7. Occupancy	\$ 105,346.70	\$ -	\$ 95,563.70
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 84,279.76	\$ -	\$ 76,452.76
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 230,000.00	\$ -	\$ 15,000.00
11. Staff Education and Training	\$ 31,604.41	\$ -	\$ 28,669.41
12. Subcontracts/Agreements	\$ 467,000.00	\$ -	\$ 467,000.00
13. Other (combined from attached program budgets)	\$ -	\$ -	\$ -
	\$ 19,786.00	\$ -	\$ 19,786.00
	\$ 19,760.00	\$ -	\$ 19,760.00
	\$ 47,300.00	\$ 152,911.53	\$ 200,211.53
TOTAL	\$ 2,578,295.47	\$ 152,911.53	\$ 2,746,862.00

Indirect As A Percent of Direct

Exhibit B-2 Amendment #2

5.9%

Exhibit B-6 Amendment #2

New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: Technical Assistance			
Budget Period: SFY20 (7/1/19 - 6/30/20)			
Line-Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 213,128.00		\$ 213,128.00
2. Employee Benefits	\$ 80,988.00		\$ 80,988.00
3. Consultants	\$ -		\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 6,390.00		\$ 6,390.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 14,920.00		\$ 14,920.00
6. Travel	\$ 2,700.00		\$ 2,700.00
7. Occupancy	\$ 21,313.00		\$ 21,313.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 17,052.00		\$ 17,052.00
9. Software	\$ -		\$ -
10. Marketing/Communications	\$ -		\$ -
11. Staff Education and Training	\$ 6,394.00		\$ 6,394.00
12. Subcontracts/Agreements	\$ 200,000.00		\$ 200,000.00
13. Other (specific details mandatory):	\$ -		\$ -
Salesforce Software License	\$ 4,614.00		\$ 4,614.00
Conference Calls & Training	\$ 18,400.00		\$ 18,400.00
Subject Matter Experts		\$ 34,101.00	\$ 34,101.00
TOTAL	\$ 585,899.00	\$ 34,101.00	\$ 620,000.00

Indirect As A Percent of Direct

5.8%

Exhibit B-8 Amendment #2

New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: Program Evaluation			
Budget Period: SFY20 (7/1/19 - 6/30/20)			
Line-Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 162,579.51		\$ 162,579.51
2. Employee Benefits	\$ 61,780.13		\$ 61,780.13
3. Consultants	\$ -		\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 4,874.41		\$ 4,874.41
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 11,380.95		\$ 11,380.95
6. Travel	\$ 350.00		\$ 350.00
7. Occupancy	\$ 16,258.35		\$ 16,258.35
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 13,006.08		\$ 13,006.08
9. Software	\$ -		\$ -
10. Marketing/Communications	\$ -		\$ -
11. Staff Education and Training	\$ 4,877.41		\$ 4,877.41
12. Subcontracts/Agreements	\$ -		\$ -
13. Other (specific details mandatory):	\$ -		\$ -
Satisfaction Survey Printing	\$ 400.00		\$ 400.00
Incentives for Providers Response	\$ 500.00		\$ 500.00
Subject Matter Experts	\$ 15,000.00	\$ 26,015.17	\$ 41,015.17
TOTAL	\$ 291,006.83	\$ 26,015.17	\$ 317,022.00

Indirect As A Percent of Direct

8.9%

Contractor Initials

JSI Research Training Institute d/b/a Community Health Institute
RFP-2019-BDAS-03-ALCOH

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Date 6/24/19

Exhibit B-12 Amendment #2

New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: Governor's Commission			
Budget Period: SFY20 (7/1/19 - 6/30/20)			
Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 161,514.00		\$ 161,514.00
2. Employee Benefits	\$ 61,376.00		\$ 61,376.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 4,843.00		\$ 4,843.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 11,306.00		\$ 11,306.00
6. Travel			\$ -
7. Occupancy	\$ 16,152.00		\$ 16,152.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 12,921.00		\$ 12,921.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 4,845.00		\$ 4,845.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Print Gov Commission Mid Year and Annual Reports	\$ 1,200.00		\$ 1,200.00
			\$ -
		\$ 25,843.00	\$ 25,843.00
TOTAL	\$ 274,157.00	\$ 25,843.00	\$ 300,000.00

Indirect As A Percent of Direct

9.4%

JSI Research Training Institute d/b/a Community Health Institute
RFP-2019-BDAS-03-ALCOH

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Contractor Initials

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Exhibit B-16
Amendment #2

New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: Partnership for Success			
Budget Period: SFY20 (7/1/19 - 6/30/20)			
Line Item, Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 74,322.70		\$ 74,322.70
2. Employee Benefits	\$ 28,243.03		\$ 28,243.03
3. Consultants	\$ -		\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,228.08		\$ 2,228.08
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 5,202.19		\$ 5,202.19
6. Travel	\$ 1,500.00		\$ 1,500.00
7. Occupancy	\$ 7,432.27		\$ 7,432.27
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 5,946.22		\$ 5,946.22
9. Software	\$ -		\$ -
10. Marketing/Communications	\$ 15,000.00		\$ 15,000.00
11. Staff Education and Training	\$ 2,230.08		\$ 2,230.08
12. Subcontracts/Agreements	\$ -		\$ -
13. Other (specific details mandatory):	\$ -		\$ -
Web-Ex SAP, Young Adults	\$ 500.00		\$ 500.00
Printing PFS Evaluation Data Products	\$ 500.00		\$ 500.00
	\$ 20,000.00	\$ 11,895.43	\$ 31,895.43
TOTAL	\$ 163,104.56	\$ 11,895.43	\$ 175,000.00

Indirect As A Percent of Direct

7.3%

Contractor Initials 

JSI Research Training Institute d/b/a Community Health Institute
RFP-2019-BDAS-03-ALCOH

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Date 6/24/19

Exhibit B-19 Budget

New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: Prevention & Education			
Budget Period: SFY20 (7/1/19 - 6/30/20)			
Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 36,130.81		\$ 36,130.81
2. Employee Benefits	\$ 13,729.71		\$ 13,729.71
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 1,083.92		\$ 1,083.92
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 2,529.16		\$ 2,529.16
6. Travel	\$ 5,000.00		\$ 5,000.00
7. Occupancy	\$ 3,613.08		\$ 3,613.08
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 2,890.46		\$ 2,890.46
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 1,083.92		\$ 1,083.92
12. Subcontracts/Agreements			\$ -
13. Other (software, advertising, training, etc) 6/18/2019			\$ -
	\$ 10,000.00		\$ 10,000.00
			\$ -
		\$ 5,780.93	\$ 5,780.93
TOTAL	\$ 76,061.07	\$ 5,780.93	\$ 81,842.00
Indirect As A Percent of Direct	\$ 81,842.00	7.6%	

RFP-2019-BDAS-03-ALCOH

JSI Research Training Institute d/b/a Community Health Institute

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Contractor Initials

Date 6/24/19



Jeffrey A. Meyers
Commissioner

Karla S. Fox
Director

20 mae

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

November 14, 2018

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, Bureau of Drug and Alcohol Services, to enter into a sole source amendment to an existing contract with JSI Research & Training Institute d/b/a Community Health Institute, Vendor #161611-B001, 501 South Street, 2nd Floor Bow, NH 03304, for the coordination of services provided to the New Hampshire Alcohol and Other Drug (AOD) Continuum of Care System, by increasing the price limitation by \$1,450,000 from \$3,400,734 to an amount not to exceed \$4,850,734, effective upon Governor and Executive Council approval, with no change to the contract completion date of June 30, 2020. 45.22% Federal Funds, 16.67% General Funds, and 38.11% Other Funds.

The original agreement was approved by the Governor and Executive Council on October 17, 2018 (Item #6).

Funds are available in the following accounts 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 budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, OPIOID STR GRANT (100% Federal Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	92052559	\$50,000	\$0	\$50,000
2020	102- 500731	Contracts for Program Services	92052559	\$0	\$0	\$0
			<i>Subtotal</i>	<i>\$50,000</i>	<i>\$0</i>	<i>\$50,000</i>

His Excellency, Governor Christopher T. Sununu
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05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	92058501	\$324,676	\$275,000	\$599,676
2019	102- 500731	Contracts for Program Services	92058502	\$324,676	\$275,000	\$599,676
2020	102- 500731	Contracts for Program Services	92058501	\$324,676	\$0	\$324,676
2020	102- 500731	Contracts for Program Services	92058502	\$324,676	\$0	\$324,676
			<i>Subtotal</i>	<i>\$1,298,704</i>	<i>\$550,000</i>	<i>\$1,848,704</i>

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	92057501	\$300,000	\$0	\$300,000
2020	102- 500731	Contracts for Program Services	92057501	\$300,000	\$0	\$300,000
			<i>Subtotal</i>	<i>\$600,000</i>	<i>\$0</i>	<i>\$600,000</i>

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PFS2 GRANT (100% Federal Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	92052407	\$240,000	\$0	\$240,000
2019	102- 500731	Contracts for Program Services	92052408	\$75,000	\$0	\$75,000
2020	102- 500731	Contracts for Program Services	92052407	\$240,000	\$0	\$240,000
2020	102- 500731	Contracts for Program Services	92052408	\$75,000	\$0	\$75,000
			<i>Subtotal</i>	<i>\$630,000</i>	<i>\$0</i>	<i>\$630,000</i>

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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05-95-92-920510-69350000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, MAT GRANT (100% Federal Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	92056935	\$108,800	\$0	\$108,800
2020	102- 500731	Contracts for Program Services	92056935	\$108,800	\$0	\$108,800
			<i>Subtotal</i>	<i>\$217,600</i>	<i>\$0</i>	<i>\$217,600</i>

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, STATE OPIOID RESPONSE GRANT (100% Federal Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	92057040	\$0	\$500,000	\$500,000
2020	102- 500731	Contracts for Program Services	92057040	\$0	\$400,000	\$400,000
			<i>Subtotal</i>	<i>\$0</i>	<i>\$900,000</i>	<i>\$900,000</i>

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: MEDICAID & BUSINESS POLICY OFFICE; OFFICE OF MEDICAID AND BUSINESS POLICY MEDICAID CARE MANAGEMENT (100% General Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	47000554	\$162,562	\$0	\$162,562
2020	102- 500731	Contracts for Program Services	47000554	\$441,868	\$0	\$441,868
			<i>Subtotal</i>	<i>\$604,430</i>	<i>\$0</i>	<i>\$604,430</i>
			Grand Total	\$3,400,734	\$1,450,000	\$4,850,734

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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EXPLANATION

This request is sole source because the additional funding increases the price limitation by more than ten (10) percent of the original contract value. The purpose of this request is to expand the scope of services that the Contractor is currently providing to include restarting the Anyone/Anytime public advertising campaign. This amendment is in support of the Department's goal to re-align the substance use disorder (SUD) service access system into a streamlined and standardized approach as part of the State Opioid Response (SOR) grant, as awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). The Department's accepted SOR plan includes a significant investment in the expansion and dissemination of a public messaging campaign around the risk of opioids, safe medication storage, and accessing help for those who are affected by OUD. SOR funds will be used to re-boot and expand the "Anyone Anytime" campaign that the Department launched in 2014, and will expand the campaign to target specific prevention messaging for children and young adults related to OUD risks. This re-boot will also serve to ensure public awareness of new access points established with SOR funding, ensuring that individuals seeking information about SUD/OUD services are directed to the appropriate resources, including calling the newly developed 2-1-1 NH call center, visiting the single website designed to streamline information about services, and contacting their Regional Hub to access services.

This amendment also adds \$150,000 in funds that the Department was directed to add to this contract by the Governor's Commission on Alcohol and other Drugs at their October 2018 meeting. The purpose of the additional funding provided by the Commission is to ensure that the Contractor has sufficient resources to support the administrative and technical assistance functions the Commission requests of them.

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

Should the Governor and Executive Council not approve this request, the Department may be unable to ensure that the general public is made aware of the new service delivery access established under the SOR grant, and resources for public awareness campaigns around the dangers and risks of opioids will remain limited. Further, the Department may not be in compliance with the funding directive made by the Governor's Commission on Alcohol and other Drugs.

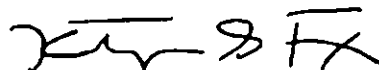
Area served: Statewide.

Source of funds: 45.22% Federal Funds from the DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant, CFDA#93.959 FAIN# TI010035, State Targeted Response to the Opioid Crisis (STR) Grant, CFDA #93.788 FAIN #TI080246, the Medication-Assisted Treatment (MAT) Grant CFDA #93.243 FAIN #TI026741, and the State Opioid Response (SOR) Grant CFDA #93.788 FAIN #TI081685 16.67% General Funds, and 38.11% Other Funds from the Governor Commission Funds.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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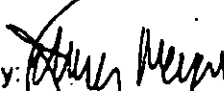
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Alcohol and Other Drug (AOD) Continuum of Care
System Supports Contract**

This 1st Amendment to the Alcohol and Other Drug (AOD) Continuum of Care System Supports contract (hereinafter referred to as "Amendment #1") dated this 5th day of November, 2018, 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 d/b/a Community Health Institute, (hereinafter referred to as "the Contractor"), a non-profit 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 October 17, 2018, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract 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

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:
\$4,850,734.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Add Exhibit A, Scope of Services, Section 2, Scope of Work, Subsection 2.7, Cost Effectiveness Reporting, Paragraph 2.7.10, to read:
The Contractor shall provide quarterly reports to the Department detailing the status of Anyone/Anytime media messaging activities, including a comparison of budgeted to expended funds for these activities in the form and format prescribed by the Department.
5. Add Exhibit A Amendment #1 Additional Scope of Services.
6. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with: Exhibit B Amendment #1, Methods and Conditions Precedent to Payment.
7. Delete Exhibit B-1, Budget in its entirety and replace with: Exhibit B-1 Amendment #1, Budget.
8. Delete Exhibit B-2, Budget in its entirety and replace with: Exhibit B-2 Amendment #1, Budget.



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

9. Delete Exhibit B-11, SFY 2019 Governor's Commission Budget in its entirety and replace with:
Exhibit B-11 Amendment #1, SFY 2019 Budget, Governor's Commission Funding.
10. Add Exhibit B-17, Budget, SFY 2019 SOR Campaign Funding.
11. Add Exhibit B-18, Budget, SFY 2020 SOR Campaign Funding.



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

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

11/15/18
Date

[Signature]
Name: Kurt S. Fox
Title: Director

JSI Research & Training Institute d/b/a/
Community Health Institute

11.12.18
Date

[Signature]
Name: Jonathan Stewart
Title: Regional Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on November 12, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace
DEBRA L. LOVE, Notary Public
My Commission Expires September 3, 2023

Name and Title of Notary or Justice of the Peace

My Commission Expires: 9/5/2023



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

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

OFFICE OF THE ATTORNEY GENERAL

11/16/2019
Date

Nancy J. Smith
Name: Nancy J. Smith
Title: Sec Asst Attorney General

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:

New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports



Exhibit A Amendment #1

Additional Scope of Services

1. Scope of Services

1.1. Expanded Media Messaging

1.1.1. The Contractor shall provide staffing, expertise and services to implement Phase III of the Anyone/Anytime NH™ Opioid Awareness Campaign, which includes, but is not limited to:

1.1.1.1. Increasing public awareness of the opioid epidemic and providing information on relevant topics, which include, but are not limited to:

1.1.1.1.1. Resources and services for prevention, treatment and recovery of opioid use disorders that are available to the public.

1.1.1.1.2. Legal protections covered by the "Good Samaritan" law (RSA 318-B:18).

1.1.1.1.3. Definitions and descriptions of opioids and illicit opioids.

1.1.1.1.4. Identified risk factors that contribute to opioid use and identified protective factors that contribute to recovery and harm reduction.

1.1.1.1.5. Other emerging trends relative to the opioid epidemic as directed by the Department.

1.1.1.2. Increasing public awareness of the availability of naloxone to prevent overdose death (RSA 318-B:18), and other relevant legislative efforts that support harm reduction, best practices and health promotion.

1.1.1.3. Increasing public awareness of the state's and Regional Public Health Network's efforts in the continuum of care scope of work to effectively address prevention, treatment and recovery support services from substance use disorders including opioid use disorders.

1.1.2. The Contractor shall ensure the delivery of messages which are appropriate for a variety of venues as approved by the Department.

1.1.3. The Contractor shall ensure all media messages inform the public in all regions of the state using varied and culturally competent messages, platforms, and communications channels.

1.1.4. The Contractor shall review the materials and content of the Anyone Anytime NH™ website (<https://anyoneanytimenh.org/>) and coordinate updates to the website with the Department's goal to transition to a single website for consumer information, which includes, but is not limited to:

1.1.4.1. Ensuring that all existing information is accurate.

1.1.4.2. Conducting an environmental scan of all data, best practices, and research currently available on opioids and illicit opioids.

New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports



Exhibit A Amendment #1

-
- 1.1.4.3. Updating the website to reflect current data and information as approved by the Department.
 - 1.1.4.4. Ensuring that information relevant to Phase III of the Anyone/Anytime NH™ Opioid Awareness Campaign is reaching intended audiences through appropriate media channels and messaging.
 - 1.1.4.5. Ensuring that the frequency and reach of all paid media is based on industry standards.
 - 1.1.5. The Contractor shall collaborate with the Regional Public Health Network, health care organizations, regional hubs for opioid use disorder services and community partners as identified by the Department, to distribute media through their networks.
 - 1.1.6. The Contractor shall include messaging about the 2-1-1 NH as the public facing phone number to call, in all new and existing media and materials for the "Anyone/Anytime" campaign.
 - 1.1.7. The Contractor shall submit the final media messages to the Department for approval prior to publishing and/or public release or distribution. This will include electronic copies of the production files for all media messages.
 - 1.1.8. The Contractor's funding for media messages shall be used for technology needs, consultant services, materials publication, advertising time, and media buys as approved by the Department.
 - 1.1.9. The services described in this Exhibit A Amendment #1, Additional Scope of Services, shall be completed by September 29, 2020. The media shall be purchased during the contracted period, but may run past the date of completion.

KS

New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports



Exhibit B Amendment #1

Methods 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 by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A Amendment #1, Additional Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Services and in Exhibit A Amendment #1, Additional Scope of Services in compliance with funding requirements.
3. This contract is funded as follows:
 - 3.1. Funding from the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment.
 - 3.2. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA):
 - 3.2.1. Substance Abuse Prevention & Treatment Block Grant (SAPT) CFDA #93.959 FAIN # TI010035.
 - 3.2.2. NH Partnership for Success Initiative (PFS2) CFDA #93.243 FAIN # SP020798.
 - 3.2.3. Medication-Assisted Treatment Prescription Drug and Opioid Addiction Grant (MAT-PDOA) CFDA #93.243 FAIN #TI026741.
 - 3.2.4. State Targeted Response to the Opioid Crisis Grant (STR) CFDA#93.788 FAIN # TI080246.
 - 3.2.5. State Opioid Response Grant (SOR) CFDA #93.788 FAIN H79TI081685
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 budget line items.
 - 4.2. Contractor budgets include:
 - 4.2.1. Exhibit B-1 Amendment #1 (SFY 19) and Exhibit B-2 Amendment #2 B-2 (SFY 20) which are the total budgets per State Fiscal Year including all programs within the contract.
 - 4.2.2. Exhibits B-3 through B-18 which are budgets for the individual programs by State Fiscal Year.
 - 4.3. The Contractor shall submit an invoice in a form satisfactory to the State no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.4. The Contractor shall ensure invoices are completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.5. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
 - 4.6. 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.

New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports



Exhibit B Amendment #1

- 4.7. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
- 4.8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Michael.Rogers@dhhs.nh.gov and Laurie.Heath@dhhs.nh.gov
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, Exhibit A Amendment #1, Scope of Services, and in this Exhibit B.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this contract.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and approved by the Department, and may be made without obtaining approval of the Governor and Executive Council.

JS
11/12/18

Exhibit B-1 Amendment #1

SFY 2019 Budget			
New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: AOD Continuum of Care Systems Supports			
Budget Period: SFY19 (Date of G&C - 6/30/19)			
Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 989,139.00	\$ -	\$ 989,139.00
2. Employee Benefits	\$ 388,275.00	\$ -	\$ 388,275.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment: (Includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 29,057.00	\$ -	\$ 29,057.00
5. Supplies: (Includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 67,841.00	\$ -	\$ 67,841.00
6. Travel	\$ 5,559.00	\$ -	\$ 5,559.00
7. Occupancy	\$ 96,914.00	\$ -	\$ 96,914.00
8. Current Expenses (Includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 77,529.00	\$ -	\$ 77,529.00
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 515,000.00	\$ -	\$ 515,000.00
11. Staff Education and Training	\$ 28,077.00	\$ -	\$ 28,077.00
12. Subcontracts/Agreements	\$ 287,000.00	\$ -	\$ 287,000.00
13. Other (combined from attached program budgets)	\$ -	\$ -	\$ -
	\$ 6,836.00	\$ -	\$ 6,836.00
	\$ 5,110.00	\$ -	\$ 5,110.00
	\$ 43,300.00	\$ 155,077.00	\$ 198,377.00
TOTAL	\$ 2,480,637.00	\$ 155,077.00	\$ 2,635,714.00
Indirect As A Percent of Direct		6.3%	

Exhibit B-2 Amendment #1

SFY 2020 Budget			
New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: AOD Continuum of Care Systems Supports			
Budget Period: SFY20 (7/1/19 - 6/30/20)			
Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 894,416.00	\$ -	\$ 894,416.00
2. Employee Benefits	\$ 339,878.00	\$ -	\$ 339,878.00
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 26,816.00	\$ -	\$ 26,816.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 62,812.00	\$ -	\$ 62,812.00
6. Travel	\$ 9,103.00	\$ -	\$ 9,103.00
7. Occupancy	\$ 89,441.00	\$ -	\$ 89,441.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 71,555.00	\$ -	\$ 71,555.00
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 230,000.00	\$ -	\$ 230,000.00
11. Staff Education and Training	\$ 26,833.00	\$ -	\$ 26,833.00
12. Subcontracts/Agreements	\$ 267,000.00	\$ -	\$ 267,000.00
13. Other (combined from attached program budgets)	\$ -	\$ -	\$ -
	\$ 5,836.00	\$ -	\$ 5,836.00
	\$ 5,110.00	\$ -	\$ 5,110.00
	\$ 43,300.00	\$ 143,120.00	\$ 186,420.00
TOTAL	\$ 2,071,800.00	\$ 143,120.00	\$ 2,215,020.00

Indirect As A Percent of Direct

8.9%

**Exhibit B-11 Amendment #1
SFY 2019 Budget**

Governor's Commission Funding			
New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: Governor's Commission			
Budget Period: SFY19 (Date of G&C - 6/30/19)			
Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 161,082.00		\$ 161,082.00
2. Employee Benefits	\$ 61,212.00		\$ 61,212.00
3. Consultants	\$ -		\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 4,828.00		\$ 4,828.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 11,276.00		\$ 11,276.00
6. Travel	\$ -		\$ -
7. Occupancy	\$ 16,108.00		\$ 16,108.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 12,886.00		\$ 12,886.00
9. Software	\$ -		\$ -
10. Marketing/Communications	\$ -		\$ -
11. Staff Education and Training	\$ 4,834.00		\$ 4,834.00
12. Subcontracts/Agreements	\$ -		\$ -
13. Other (specific details mandatory):	\$ -		\$ -
Print Gov Commission Mid Year and Annual	\$ 2,000.00		\$ 2,000.00
	\$ -		\$ -
		\$ 25,774.00	\$ 25,774.00
TOTAL	\$ 274,226.00	\$ 25,774.00	\$ 300,000.00

Indirect As A Percent of Direct

9.4%

**Exhibit B-17
SFY 2019 Budget**

SOR Campaign Funding			
New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: SOR Campaign Funding			
Budget Period: SFY19 (Date of G&C: 6/30/19)			
Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 215,946.00		\$ 215,946.00
2. Employee Benefits	\$ 82,060.00		\$ 82,060.00
3. Consultants	\$ -		\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 6,478.00		\$ 6,478.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 15,117.00		\$ 15,117.00
6. Travel	\$ 500.00		\$ 500.00
7. Occupancy	\$ 21,595.00		\$ 21,595.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 17,275.00		\$ 17,275.00
9. Software	\$ -		\$ -
10. Marketing/Communications:	\$ 500,000.00		\$ 500,000.00
11. Staff Education and Training	\$ 6,478.00		\$ 6,478.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
			\$ -
		\$ 34,551.00	\$ 34,551.00
TOTAL	\$ 865,449.00	\$ 34,551.00	\$ 900,000.00

Indirect As A Percent of Direct

4.0%

**Exhibit B-18
SFY 2020 Budget**

SOR Campaign Funding			
New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: SOR Campaign Funding			
Budget Period: SFY20 (Date of 7/1/2019 - 6/30/20)			
Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 97,838.00		\$ 97,838.00
2. Employee Benefits	\$ 37,178.00		\$ 37,178.00
3. Consultants	\$ -		\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,935.00		\$ 2,935.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 6,849.00		\$ 6,849.00
6. Travel	\$ 4,000.00		\$ 4,000.00
7. Occupancy	\$ 9,783.00		\$ 9,783.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 7,827.00		\$ 7,827.00
9. Software	\$ -		\$ -
10. Marketing/Communications:	\$ 215,000.00		\$ 215,000.00
11. Staff Education and Training	\$ 2,935.00		\$ 2,935.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
			\$ -
			\$ -
		\$ 15,655.00	\$ 15,655.00
TOTAL	\$ 384,345.00	\$ 15,655.00	\$ 400,000.00

Indirect As A Percent of Direct

4.1%

OCT01'18 12.41 DAS

6 mic



Jeffrey A. Myers
Commissioner

Kyle S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-932-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 19, 2018

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, Bureau of Drug and Alcohol Services, to enter into a retroactive agreement with JSI Research & Training Institute d/b/a Community Health Institute (Vendor #161611-B001), 501 South Street, 2nd Floor Bow, NH 03304, for the coordination of services provided to the New Hampshire Alcohol and Other Drug (AOD) Continuum of Care System, statewide, in an amount not to exceed \$3,400,734 effective retroactive to October 1, 2018 upon Governor and Executive Council approval through June 30, 2020. 38% Federal Funds, 24% General Funds and 38% Other Funds.

Funds are available in the following accounts 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 SFYs through the Budget Office without further approval from Governor and Executive Council, if needed and justified.

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, STR GRANT (100% Federal Funds)

SFY	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Program Services	92052559	\$50,000
2020	102-500731	Contracts for Program Services	92052559	\$0
			Subtotal	\$50,000

06-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

SFY	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Program Services	92058501	\$324,676
2019	102-500731	Contracts for Program Services	92058502	\$324,676
2020	102-500731	Contracts for Program Services	92058501	\$324,676
2020	102-500731	Contracts for Program Services	92058502	\$324,676
			Subtotal	\$1,298,704

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)

SFY	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Program Services	92057501	\$300,000
2020	102-500731	Contracts for Program Services	92057501	\$300,000
			<i>Subtotal</i>	<i>\$600,000</i>

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PFS2 GRANT (100% Federal Funds)

SFY	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Program Services	92052407	\$240,000
2019	102-500731	Contracts for Program Services	92052408	\$75,000
2020	102-500731	Contracts for Program Services	92052407	\$240,000
2020	102-500731	Contracts for Program Services	92052408	\$75,000
			<i>Subtotal</i>	<i>\$630,000</i>

05-95-92-920510-69350000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, MAT GRANT (100% Federal Funds)

SFY	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Program Services	92056935	\$108,800
2020	102-500731	Contracts for Program Services	92056935	\$108,800
			<i>Subtotal</i>	<i>\$217,600</i>

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: MEDICAID & BUSINESS POLICY OFFICE, OFFICE OF MEDICAID AND BUSINESS POLICY MEDICAID CARE MANAGEMENT(100% General Funds)

SFY	Class/Account	Class Title	Job Number	Total Amount
2019	101-500729	Contracts for Program Services	TBD	\$162,582
2020	101-500729	Contracts for Program Services	TBD	\$441,868
			<i>Subtotal</i>	<i>\$604,430</i>
			<i>Total</i>	<i>\$3,400,734</i>

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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EXPLANATION

This request is retroactive in order to continue critical work in support of a range of programs relative to New Hampshire's Alcohol and Other Drug Continuum of Care System as described below. This approval also will allow the Contractor to begin a time-sensitive examination of the cost-effectiveness and outcomes of Governor's Commission funded programs.

The purpose of this request is to improve the New Hampshire Alcohol and Other Drug (AOD) Continuum of Care System to ensure the citizens of New Hampshire receive quality prevention, intervention, treatment and recovery support services. This statewide system aligns with the Department's efforts to establish a whole-person centered, community-based provider system that is integrated with primary health care and behavioral health.

In March of 2018, the Governor's Commission on AOD Abuse Prevention, Treatment, and Recovery (Commission) issued their mid-year report (<https://www.dhhs.nh.gov/dcbcs/bdas/documents/mid-year-commission-2018.pdf>) emphasizing the need to stabilize and expand support for prevention, early identification, treatment and recovery services, especially for high-risk/high-need populations such as youth, young adults and pregnant women to ensure accessible, integrated services meet demand throughout the State. Approval of this Agreement will result in the provision of training, technical assistance, program evaluation, data analysis and interpretation to support the AOD Continuum of Care System across New Hampshire.

Services within this Agreement will support identified needs and result in the collective improvement of the AOD Continuum of Care System in mitigating substance misuse and its consequences for the citizens of New Hampshire by:

- Increasing professional service provider's knowledge, skills and abilities in the use of various outcome-supported and evidence-based programs, policies, and practices;
- Improving provider's overall operations as they relate to programs, policies, and practices;
- Supporting the integration of AOD services within primary and behavioral health care;
- Providing technical assistance in the form of consultation and guidance to assist providers in building internal capacity and increasing knowledge and expertise in the changing landscape of healthcare;
- Providing program evaluation to measure outcomes and processes to continually enhance and improve the quality of services delivered;
- Providing data analysis to inform the decision-making process for SUD services; and
- Conducting cost-effectiveness and outcome reporting activities in accordance with HB1626 and specific to the Governor's Commission funded programs
(http://www.gencourt.state.nh.us/bill_status/billText.aspx?sy=2018&id=1559&txtFormat=html).

The outcomes achieved for each of the measures above will be used to determine the effectiveness of the Contractor's efforts.

For 2014-2015 in New Hampshire, an average of 82,000 individuals aged twelve (12) or older (7.2% of all individuals in this age group) reported having a Substance Use Disorder (SUD) within the past year. The Bureau of Drug and Alcohol Services has developed, and continues to improve, the AOD Continuum of Care System to mitigate alcohol and other drug misuse and to ensure affected citizens of New Hampshire receive quality prevention, intervention, treatment and recovery support services.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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JSI Research & Training Institute d/b/a Community Health Institute was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from May 8, 2018 through July 2, 2018. The Department received one (1) proposal. The proposal was reviewed and scored by a team of individuals with program specific knowledge. The Bid Summary is attached.

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

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

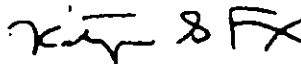
Should the Governor and Executive Council not approve this request, the Department may not be able to meet state and federal requirements including Chapter 302 (HB 1626), New Hampshire Laws of 2018 and the associated federal grants. Additionally, valuable opportunities will be missed to support integrated care, enhance provider skills and abilities; and monitor, evaluate, and improve alcohol and other drug services. All of these elements are imperative to providing effective services and making informed, data-driven decisions related to the mitigation of alcohol and other drug misuse and the social, physical and behavioral health consequences for New Hampshire citizens and communities.

Area served: Statewide.

Source of funds: 38% Federal Funds from the DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment; Substance Abuse Prevention and Treatment Block Grant, CFDA#93.959 FAIN# T1010035, State Targeted Response to the Opioid Crisis (STR) Grant, CFDA#93.788 FAIN# T1080246, and the Medication-Assisted Treatment (MAT) Grant CFDA #93.243 FAIN #T1026741. 38% Other Funds from the Governor Commission Funds and 24% General Funds.

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

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

**Alcohol and Other Drug (AOD)
Continuum of Care System Supports**
RFP Name

RFP-2019-BDAS-03-ALCOH
RFP Number

Bidder Name
1. JSI Research and Training Institute, Inc. d/b/a Community Health Institute
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Pass/Fail	Maximum Points	Actual Points
	475	388
	475	0
	475	0
	475	0
	475	0
	475	0
	475	0

Reviewer Names
1. Regine Flynn, MAT-PDOA Project Coordinator, BDAS
2. Don Hunter, Program Planning & Review Specialist, BDAS
3. Laurie Heath, Business Admin III, OBW/BDAS Finance
4. Shannon Quinn, Training Coordinator-RAO, BDAS
5. Michael Rogers, Asst Administrator, BHW Hth Div, BDAS
6. Meredith Tekus, Director of Program Planning and Integrity
7. _____
8. _____
9. _____

FORM NUMBER P-37 (version 5/8/15)

Subject: Alcohol and Other Drug (AOD) Continuum of Care System Supports (RFP-2019-BDAS-03-ALCOH)

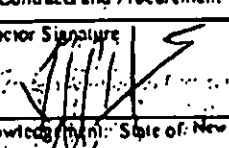
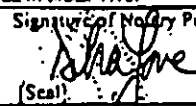
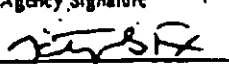
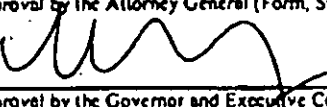
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute 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 See P-37 Attachment #1	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$3,400,734
1.9 Contracting Officer for State Agency E. Marie Reinmann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Stewart, Regional Director	
1.13 Acknowledgment: State of New Hampshire, County of Merrimack On September 12, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary Public or Justice of the Peace My Commission Expires October 16, 2018			
1.14 State Agency Signature  Date: 9/19/18		1.15 Name and Title of State Agency Signatory Kaja S. Fox, Director	
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: 9/27/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

1. 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-e or any other provision of law.

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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Alcohol and Other Drug (AOD) Continuum of Care System Supports
P-37 Attachment # 1

Bdx 1.6 Account Numbers

05-95-92-2559-500731

05-95-92-3387-500731

05-95-92-3384-500731

05-95-92-3395-500731

05-95-92-6935-500731

05-95-47-7948-500729

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Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

2. Scope of Work

2.1. Training

- 2.1.1. The Contractor shall provide trainings to address the needs of the State's Alcohol and Other Drug (AOD) Continuum of Care service providers. The Contractor shall ensure trainings:
 - 2.1.1.1. Complement technical assistance (TA) provided.
 - 2.1.1.2. Are consistent with the required professional standards for providers and the workforce which includes, but is not limited to Partnership for Success (PFS) grantees.
 - 2.1.1.3. Are offered, based on the availability of space, at no cost to Bureau of Drug and Alcohol Services staff.
- 2.1.2. The Contractor shall provide cross-system training to ensure professional preparation and workforce development for providers in behavioral health and primary healthcare fields who work with individuals and families addressing substance misuse related issues.
- 2.1.3. The Contractor shall identify the training needs of the workforce by:
 - 2.1.3.1. Soliciting feedback from the Department.
 - 2.1.3.2. Collecting and analyzing participant evaluation feedback for individual trainings and on an annual basis.

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- 2.1.3.3. Meeting monthly with the Contractor's staff to seek input on training needs based on TA provided.
- 2.1.3.4. Participating in workforce development education and training committees to learn what other agencies are intending to offer and to inform these agencies of the Contractor's training plans.
- 2.1.3.5. Attending licensing and certification board meetings to identify provider needs.
- 2.1.4. The Contractor shall deliver trainings as follows, per State Fiscal Year:
 - 2.1.4.1. A minimum of forty-nine (49) in-person trainings and collaborative educational events including, but not limited to:
 - 2.1.4.1.1. Core, intermediate, and advanced level trainings which meet licensure and certification needs of the workforce;
 - 2.1.4.1.2. Trainings specific to the needs of PFS grantees; and
 - 2.1.4.1.3. Targeted trainings and collaborative educational events, at the direction of the Department, based on emerging issues and technical assistance needs.
 - 2.1.4.2. A minimum of four (4) on-demand webinars.
- 2.1.5. The Contractor shall create and provide training suites, in order to offer a systematic approach to meet credentialing and continuing education requirements, which must be approved by the Department. The Contractor shall ensure training suites:
 - 2.1.5.1. Are scheduled six (6) months to a year in advance.
 - 2.1.5.2. Are available every three (3) to four (4) months.
 - 2.1.5.3. Include offerings for individuals with AOD credentials requiring credentialing and/or continuing education including, but not limited to:
 - 2.1.5.3.1. Certified Prevention Specialists (CPS).
 - 2.1.5.3.2. Certified Recovery Support Workers (CRSW).
 - 2.1.5.3.3. Licensed Alcohol & Drug Counselors/Master Licensed Alcohol & Drug Counselors (LADC/MLADC).
- 2.1.6. The Contractor shall manage the training program by:
 - 2.1.6.1. Planning and coordinating unique training activities that are affordable and non-duplicative of other trainings available in New Hampshire.

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2.1.6.2. Delivering training by applying a spectrum of adult learning methodologies, in such a way as to reach audiences statewide including, but not limited to:

2.1.6.2.1. Providing onsite face-to-face training.

2.1.6.2.2. Providing distance learning opportunities such as asynchronous and synchronous educational experiences.

2.1.6.3. Ensuring that any education programs delivered on-line or on a website:

2.1.6.3.1. Meet NH DoIT requirements.

2.1.6.3.2. Do not allow site visitation to be tracked for analytics or marketing.

2.1.6.3.3. Do not maintain, store, or capture and do not further disclose any protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website except as expressly provided in the contract.

2.1.6.4. Recording, monitoring, and evaluating delivery of training activities.

2.1.6.5. Maintaining a Learning Management System.

2.1.6.6. Maintaining a training calendar that lists all Contractor training events and has links to other related training calendars as appropriate.

2.1.7. The Contractor shall evaluate the training program by:

2.1.7.1. Evaluating each completed training, at a minimum, for:

2.1.7.1.1. Training content.

2.1.7.1.2. Instructor knowledge and ability.

2.1.7.1.3. Transfer of knowledge, skills and abilities to training participants.

2.1.7.1.4. Whether the training met the stated goals and objectives.

2.1.7.2. Providing training evaluation protocols, for Department approval within forty-five (45) days of the contract effective date.

2.1.7.3. Demonstrating an eighty-five percent (85%) or better rating of trainee satisfaction through training evaluations, based on aggregate quarterly evaluation data

2.1.7.4. Administering an annual training needs assessment, beginning within sixty (60) days of contract award, and every twelve (12) months thereafter, to assess, at a minimum:

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- 2.1.7.4.1. Certification and licensure needs;
- 2.1.7.4.2. Training level and topic needs;
- 2.1.7.4.3. Preferred format and frequency;
- 2.1.7.4.4. Disabilities or learning preferences, and
- 2.1.7.4.5. General recommendations for trainings
- 2.1.7.5. Providing key findings of training evaluations and annual survey results to the Department for consideration and feedback for training planning purposes.
- 2.1.7.6. Utilizing results from training evaluations and annual surveys to ensure continuous quality improvement of the training program.
- 2.1.8. The Contractor shall provide all materials, equipment, and physical space, as well as, logistical and staff support for the training and education programs delivered.
- 2.1.9. The Contractor shall provide approved Continuing Education Credits, applicable to the training audience and certification needs, as well as certificates of completion to participants who complete the trainings.
- 2.1.10. The Contractor shall maintain a list of trainers, as approved by the Department, for a variety of topics and shall ensure all trainers are qualified to teach respective courses.
- 2.1.11. The Contractor shall promote training programs through activities that include, but are not limited to:
 - 2.1.11.1. Disseminating available training opportunities to professional networks and Boards;
 - 2.1.11.2. Collaborating with the Department to promote opportunities with their funded contractors including through the Contractor's Communities of Practice (CoP's);
 - 2.1.11.3. Posting trainings on the Contractor's chronological listings of professional development activities;
 - 2.1.11.4. Sharing training information through monthly newsletters; and
 - 2.1.11.5. Providing targeted marketing with specific associations based on training topic.
- 2.1.12. The Contractor may collect registration fees from training participants in an amount limited to expenses for training that exceed the amount funded by the Department. The Contractor shall:
 - 2.1.12.1. Provide a copy of the training fee schedule within ten (10) days of the contract effective date for Department approval.

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2.1.12.2. Report revenues generated by registration fees by submitting monthly financial data that includes, but is not limited to the original budget, monthly expenditures, and monthly revenue received.

2.1.12.3. Ensure that any financial information gathered as part of a registration fee will be protected as required by state rules, state laws, or federal laws.

2.1.12.4. Reinvest a minimum of eighty percent (80%) of the revenue generated from registration fees collected to enhance the training program as approved by the Department. The Contractor shall:

2.1.12.4.1. Contribute a minimum of \$2,000 per state fiscal year toward scholarships.

2.1.12.4.2. Provide coffee, tea, and water for training events at no cost to participants using reinvested revenue.

2.1.12.4.3. Invest in capacity to deliver and support trainings by:

2.1.12.4.3.1. Expanding remote training attendance through the use of remote viewing software and equipment.

2.1.12.4.3.2. Allowing for enhanced training suites.

2.1.12.4.3.3. Providing targeted and skill-building training, as approved by the Department.

2.1.12.5. Report revenues against reinvestment fund totals and report progress as part of monthly financial reporting.

2.1.13. The Contractor shall administer a process to receive and monitor scholarship applications. The Contractor shall:

2.1.13.1. Coordinate payment for award scholarships to the New Hampshire AOD workforce for attendance at approved training opportunities.

2.1.13.2. Ensure a minimum of ten thousand dollars (\$10,000) per state fiscal year is reserved for scholarships.

2.1.13.3. Ensure a minimum of two thousand dollars (\$2,000) per state fiscal year is added to scholarships from revenue reinvestment funds, as referenced in Section 2.1.14.4.1.

2.1.13.4. Ensure all scholarship applications are submitted to the Department for review and final approval.

2.2. Technical Assistance

2.2.1. The Contractor shall provide technical assistance (TA) to the AOD workforce and direct service providers that:

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- 2.2.1.1. Complements and supports trainings identified in Subsection 2.1, Trainings, above.
- 2.2.1.2. Increases professional service providers' knowledge, skills, and abilities in using various outcome-supported and evidence-based or evidence-informed programs, policies, and practices.
- 2.2.1.3. Supports effective implementation of the full spectrum of substance misuse prevention, intervention, treatment and recovery supports services that are integrated with primary and behavioral health care and align with the Department's efforts to establish whole person-centered and community owned systems of care.
- 2.2.2. The Contractor shall provide TA in a variety of formats, which may include, but are not limited to:
 - 2.2.2.1. Face-to-face, in person meetings.
 - 2.2.2.2. Virtual meetings including, but not limited to:
 - 2.2.2.2.1. Web-based conferencing.
 - 2.2.2.2.2. Webinars.
 - 2.2.2.3. Site visits.
 - 2.2.2.4. Telephone calls and emails.
 - 2.2.2.5. On-line and in-person Communities of Practice.
- 2.2.3. The Contractor shall provide TA to providers and the workforce on targeted topics based on emerging issues and needs, as directed by the Department.
- 2.2.4. The Contractor shall use a project management system, approved by the Department, to efficiently monitor, manage, and report TA requests.
- 2.2.5. The Contractor shall utilize online platforms, approved by the Department, to provide discussion forums to agencies served.
- 2.2.6. The Contractor shall provide TA that ensures program fidelity while meeting state and federal grant requirements including, but not limited to:
 - 2.2.6.1. The Substance Abuse Prevention & Treatment Federal Block Grant (SABG).
 - 2.2.6.2. Partnership for Success (PFS) Grant.
 - 2.2.6.3. The Medication-Assisted Treatment Prescription Drug and Opioid Addiction (MAT-PDOA) Grant.
- 2.2.7. The Contractor shall participate in all relevant federal programmatic webinars associated with the Department's awarded grants including but not limited to PFS, SABG, and MAT-PDOA.

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- 2.2.8. The Contractor shall utilize subject matter experts, as approved by the Department, to enhance the TA activities.
- 2.2.9. The Contractor shall provide TA to the Department through seeking and writing proposals for other federal grants as directed by the Department.
- 2.2.10. The Contractor shall establish a process for identifying, selecting, guiding, and supporting promising programs in becoming a NH-endorsed, evidence-informed prevention program. At a minimum, the Contractor shall:
 - 2.2.10.1. Establish an evidence-informed workgroup to develop and manage activities which result in identification as a NH-endorsed prevention program.
 - 2.2.10.2. Convene, facilitate, and maintain a panel of informed national and local subject matter experts to determine the efficacy of programs.
 - 2.2.10.3. Employ NH's Service to Science process, whose guidelines are modeled from the Substance Abuse and Mental Health Services Administration's (SAMHSA's) process, which:
 - 2.2.10.3.1. Establishes core elements of an evidence-based practice;
 - 2.2.10.3.2. Ensures the approach is grounded in research;
 - 2.2.10.3.3. Ensures valid and reliable data are collected and analyzed to determine program effectiveness; and
 - 2.2.10.3.4. Requires implementation support including, but not limited to materials, manuals and training to support replication.
 - 2.2.10.4. Coordinate, convene, and facilitate the NH Expert Panel, which represents multiple sectors, statewide and nationally in the field of prevention and is responsible for reviewing applications submitted in the NH Service to Science Process.
 - 2.2.10.5. Ensure the application process includes the review and scoring of the application by an expert panel. The Contractor shall ensure:
 - 2.2.10.5.1. Applicants meeting application criteria are endorsed as Promising Practices in prevention.
 - 2.2.10.5.2. Applicants endorsed as Promising Practices in prevention are given the option to continue with the process to become endorsed as an evidence-based practice in prevention.
 - 2.2.10.6. Collaborate with the Department to improve upon the current NH Service to Science process by establishing an evidence-informed workgroup to identify innovative NH-based programs that exhibit a level of readiness to enter the process of becoming a NH evidence-informed prevention program.

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2.2.11. The Contractor shall facilitate and provide technical and logistical support for a maximum of seven (7) online Communities of Practice (CoP), which are designed in the format, frequency and length determined by the Department and include, but are not limited to:

2.2.11.1.1. Substance Misuse Prevention (SMP)

2.2.11.1.2. Student Assistance Programs (SAP)

2.2.11.1.3. Young Adult Strategies

2.2.11.1.4. Continuum of Care

2.2.11.1.5. Treatment

2.2.11.1.6. Medication-Assisted Treatment

2.2.11.1.7. Recovery Support Services

2.2.12. The Contractor shall maintain the New Hampshire Center for Excellence's current public-facing website (www.nhcenterforexcellence.org) that, at a minimum, provides best practice and other professional assistance information that includes but is not limited to:

2.2.12.1. All publications and content created through this contract.

2.2.12.2. Webpages for each CoP that includes posting all materials including meeting presentation slide decks, audio recordings, questions and answers asked during meetings, and other tools and resources.

2.2.12.3. A listing of all technical assistance and training opportunities funded through this contract.

2.2.12.4. A clearinghouse list of other education and training events that are available.

2.2.13. The Contractor shall develop, update, and upload website content for the NH Treatment Locator <http://nhtreatment.org/>, at the request of the Department.

2.2.14. The Contractor shall review and evaluate the New Hampshire Treatment Locator website (<https://nhtreatment.org/>) in collaboration with the Department to further refine the treatment locator by identifying additional enhancements and features which shall include, but not be limited to:

2.2.14.1. Improving the ease of use and management of the treatment locator and database.

2.2.14.2. Exploring the feasibility of real-time treatment availability and allowing providers to access and update their treatment availability.

2.2.14.3. Implementing processes to ensure directory listings are up-to-date.

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2.2.14.4. Identifying and implementing a process to improve coordination of edits and new provider listings.

2.2.14.5. Identifying key providers and organizations through which the Center will actively promote the treatment locator.

2.2.15. The Contractor shall collaborate with the Department to ensure that the website in Paragraph 2.2.13 is designed, created, and managed according to all NH DoIT website requirements, and that any protected health information (PHI), personal information (PI), or other confidential information solicited, will not be stored or captured on the website and shall not be further disclosed except as provided by contract. Unless notice is clearly provided on the website, the Contractor agrees that website visitation will not be monitored and recorded for website analytics or marketing.

2.3. Program Evaluation

2.3.1. The Contractor shall develop methodologies, in collaboration with the Department, to evaluate the overall effectiveness of the AOD Continuum of Care System which will include, but not be limited to developing, implementing, and administering tools, surveys, plans, and program-level logic models.

2.3.2. The Contractor shall provide a summary of evaluation results obtained in Paragraph 2.3.1 to the Department and program stakeholders. The Contractor shall ensure the summary includes, but is not limited to:

2.3.2.1. Demonstrated progress in meeting implementation goals.

2.3.2.2. An explanation of challenges and successes that contributed to the outcomes.

2.3.2.3. Identification of opportunities for improvement in implementation to lead to improved outcomes.

2.3.3. The Contractor shall utilize subject matter experts, as approved by the Department, to enhance the program evaluation activities and scope of work.

2.3.4. The Contractor shall evaluate and provide support to programs funded by the Department, as directed by the Department and required by each funding source, to ensure program fidelity and that federal and state evaluation requirements and program outcomes are being achieved including, but not limited to:

2.3.4.1. SABG, which includes a minimum of one (1) independent peer review per state fiscal year to assess the quality, appropriateness, and efficacy of treatment services.

2.3.4.2. The Partnership for Success (PFS) Grant.

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2.3.4.3. The Medication-Assisted Treatment Prescription Drug and Opioid Addiction (MAT-PDOA) Grants.

2.3.4.4. The State Targeted Response to the Opioid Crisis (STR) Grant.

2.3.4.5. Governor's Commission Programs managed by the Department.

2.3.5. The Contractor shall participate in all federal evaluation webinars associated with the Department's awarded grants including, but not limited to PFS, SABG, STR, and MAT-PDOA.

2.3.6. The Contractor shall, in consultation with the Department:

2.3.6.1. Develop evaluation documents required for state and federal grants.

2.3.6.2. Provide data as requested, by the Department.

2.3.6.3. Participate in SAMHSA evaluation and programmatic webinars.

2.4. Data Collection, Analysis, Interpretation, Reporting, and Support

2.4.1. The Contractor shall assist and support the Department in the collection, analysis, interpretation, and reporting of data for the purposes of improving and informing substance misuse policies, programs, and practices. The Contractor shall ensure activities include, but are not limited to:

2.4.1.1. Identifying existing data available at the federal, state, and local levels that can be utilized for problem identification as well as strategies and services to effectively address these issues.

2.4.1.2. Identifying methodologies for data collection.

2.4.1.3. Identifying reporting requirements.

2.4.1.4. Gathering and compiling relevant drug and alcohol use disorder information and data.

2.4.1.5. Analyzing and translating data into a variety of formats.

2.4.1.6. Facilitating the collection and reporting of data.

2.4.1.7. Collaborating with contacted providers.

2.4.1.8. Integrating quality data assessment procedures into regular data management practices.

2.4.1.9. Developing a summary report of aggregate data.

2.4.1.10. Developing narrative responses.

2.4.1.11. Preparing documents as determined and requested by the Department.

2.4.2. The Contractor shall employ software, systems, and tools approved by the Department to analyze quantitative and qualitative data.

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- 2.4.3. The Contractor shall support the reporting needs of the Internal Department Data Dashboard by assisting with gathering and providing data from relevant sources, as directed by the Department.
- 2.4.4. The Contractor shall utilize subject matter experts, as approved by the Department, to enhance the data analysis, interpretation and support activities.
- 2.4.5. The Contractor shall design and publish compiled reports using data supplied by the Department and through other sources, upon the request of the Department, consistent with all state and federal rules and laws. The Contractor shall ensure compiled reports include, but are not limited to:
 - 2.4.5.1. Reports related to SUD prevention, treatment, and recovery support services provided and outcomes achieved, statewide, including but not limited to an annual system level status report.
 - 2.4.5.2. Targeted reports on emerging issues.
- 2.4.6. The Contractor shall provide reports in user-friendly and accessible formats, as directed by the Department including, but not limited to:
 - 2.4.6.1. Data summaries.
 - 2.4.6.2. Issue briefs.
 - 2.4.6.3. Slide presentations.
 - 2.4.6.4. Written reports.
 - 2.4.6.5. Data dashboards, charts and graphs.
 - 2.4.6.6. Tables that visually represent data and research findings.
- 2.4.7. The Contractor shall maintain the privacy and confidentiality of non-identified information obtained, gathered, stored, or transmitted by actions including, but not limited to:
 - 2.4.7.1. Locking access to all electronic and print files;
 - 2.4.7.2. Ensuring that sensitive data is never stored on users' personal accounts with any cloud-based service; such data are only to be stored on corporate accounts with services that are specifically approved for the storage of sensitive data;
 - 2.4.7.3. Ensuring all sensitive information are encrypted in transmission via SSL, TLS, or similar mechanisms, using FIPS-compliant libraries for cryptographic functions and that sensitive data is not transmitted over insecure connections; and
 - 2.4.7.4. Ensuring all sensitive data are not stored on third-party servers, unless those third-party providers have agreed, in writing, to protect

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the data as required by law, regulation, and by agreement(s) with the data owner. All agreements with third-party providers must be approved by the CIO, COO, or President of JSI.

2.4.7.5. Ensuring that data, statistics, or information derived from the data that directly or inferentially identifies any individual(s), including cases, family members, or providers, shall not be published or released in any form.

2.4.8. The Contractor shall maintain the secure storage of all non-deidentified data obtained, gathered, stored, or transmitted by any consultant or subcontractor. The Contractor shall ensure:

2.4.8.1. All sensitive, non-deidentified data is stored on an encrypted, secure, HIPAA-compliant drive.

2.4.8.2. Only authorized individuals listed in specific data use agreements are permitted to access these respective data.

2.4.8.3. All workstations and servers utilized by staff are equipped with:

2.4.8.3.1. Up-to-date anti-virus software

2.4.8.3.2. Up-to-date malware detection and software firewalls.

2.4.8.4. Data on all servers are backed up nightly, and all backup media is stored in secured locations and transmitted in locked containers.

2.4.8.5. A minimum of one copy of all data are stored in a secure off-site storage location to assure data recovery in the event of disaster.

2.4.8.6. Backup media which is utilized to rebuild all servers and workstations to ensure backups are being performed and are effective.

2.4.8.7. The secure drive containing the data is sanitized by wiping and overwriting the data in multiple passes upon completion of any data retention period.

2.4.8.8. All media containing non-public data are destroyed in a manner that ensures data are not recoverable.

2.4.8.9. Electronic storage devices are physically destroyed or sanitized by IT staff before reuse.

2.4.8.10. Disposal of data storage devices that are no longer required are authorized by an IT Manager, who certifies that all company and personal data have been removed from them prior to disposal.

2.4.8.11. Device or media destruction is performed by a qualified data-destruction organization, witnessed by an IT staff member, and documented in writing in instances where devices or media are to be destroyed prior to data cleaning.

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2.5. NH Youth Risk Behavior Survey

2.5.1. The Contractor shall provide administrative assistance to the Department for the implementation of the bi-annual Centers for Disease Control and Prevention (CDC) NH Youth Risk Behavior Survey (YRBS) which includes, but is not limited to:

- 2.5.1.1. Printing, delivery and distribution of approximately 45,000 paper-based surveys to more than eighty (80+) participating public high schools statewide, formatted in accordance with the requirements of the CDC (<https://www.cdc.gov/healthyyouth/data/yrbs/data.htm>) and the Department, in booklet form;
- 2.5.1.2. Collecting and scanning completed surveys;
- 2.5.1.3. Developing a clean dataset of coded results; and
- 2.5.1.4. Providing the data to the Department in a clean data file in ASCII format ensuring that any protected health information (PHI) or SUD data included in the reports is disclosed in accordance with state rules, state and federal laws, including the requirements of 42 CFR Part 2.

2.6. Governor's Commission on Alcohol and Other Drug Abuse Prevention, Treatment, and Recovery (Commission)

2.6.1. The Contractor shall design and publish semi-annual reports for the Commission in accordance with RSA 12-J:4.

2.6.2. The Contractor shall provide administrative support and technical assistance for the Data and Evaluation Taskforce (Taskforce) of the Commission which includes, but is not limited to:

- 2.6.2.1. Convening Taskforce members at the direction of the Taskforce and the Department.
- 2.6.2.2. Managing and facilitating a minimum of six (6) meetings per year, which includes, but is not limited to maintaining records of meetings and activities related to the Taskforce.
- 2.6.2.3. Developing and implementing practices and processes that are demonstrated to be effective including, but not limited to:
 - 2.6.2.3.1. Developing capacities for sustaining the State Epidemiological Outcomes Workgroup (SEOW).
 - 2.6.2.3.2. Developing useful products and disseminating product information to key decision makers.
 - 2.6.2.3.3. Continuously evaluating data and systems for effectiveness.

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2.6.2.4. Identifying and retrieving data sets from a diverse group of suppliers of relevant data and translating data into a variety of formats.

2.6.2.5. Participating with the Department in the collection and analysis of data.

2.6.2.6. Identifying key data indicators for use in monitoring progress across providers and program areas.

2.6.2.7. Assembling a dashboard of measures for semi-annual reporting as directed by RSA 12-J:4.

2.6.3. The Contractor shall coordinate with the Department to ensure the Commission is meeting all data collection, analysis, and reporting requirements as articulated in RSA 12-J.

2.7. Cost-Effectiveness Reporting

2.7.1. The Contractor shall create and produce a Program Inventory Report, in accordance with Chapter 302 (HB1626), New Hampshire Laws of 2018, for the Commission and the Department with a proposed target date of December 1, 2018 for the Commission's release proposed by January 1, 2019, that includes an inventory of all alcohol and drug abuse prevention, treatment, and recovery programs funded in whole or in part by the Commission.

2.7.2. The Contractor shall ensure the Program Inventory Report includes, but is not limited to, the following information for each program:

2.7.2.1. Program description.

2.7.2.2. Intended outcome.

2.7.2.3. Target participant population.

2.7.2.4. Oversight agency.

2.7.2.5. Annual budget.

2.7.2.6. Average cost per participant.

2.7.2.7. An assessment of the evidence of effectiveness for intended outcome.

2.7.2.7.1. For this report, "evidence of effectiveness" means documented results of evaluation assessing the effect of the program on the intended outcome for program participants, or program beneficiaries in the case of prevention programs.

2.7.2.7.2. This may include results of program evaluation conducted in New Hampshire or an evidence rating developed by matching the program to available research using nationally recognized clearinghouses of program evaluations,

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including, but not limited to, those included in the Pew-MacArthur Results First Clearinghouse Database.

2.7.3. The Contractor shall submit a work plan for the Program Inventory Report to the Department within 30 days of the contract effective date.

2.7.4. The Contractor shall create and produce a Cost-Effectiveness and Outcomes Report, in accordance with RSA 12-J:5, for the Commission and the Department no later than December 1, 2019 and annually thereafter for the Commission's release no later than January 1 of the following year that details currently funded programs including, but not limited to:

2.7.4.1. Findings relative to the outcomes.

2.7.4.2. Aggregate data and reports on findings relative to the outcomes as applicable to different program goals and context which may include, but not be limited to:

2.7.4.2.1. Deidentified participant / client demographics.

2.7.4.2.2. Duration of participation or average length of stay.

2.7.4.2.3. Changes in knowledge, beliefs, skills and behavior.

2.7.4.2.4. Program completion by program type including, but not limited to:

2.7.4.2.5. Diagnosis.

2.7.4.2.6. Primary drug of use.

2.7.4.2.7. De-identified, aggregate client demographics for treatment programs

2.7.4.2.8. Referral pathways including, but not limited to:

2.7.4.2.8.1. Primary care.

2.7.4.2.8.2. Justice system.

2.7.4.2.8.3. Mental health system.

2.7.4.2.8.4. School system.

2.7.4.2.9. Treatment capacity versus utilization.

2.7.4.2.10. Program-level treatment outcomes including, but not limited to:

2.7.4.2.10.1. Substance use reduction or abstinence.

2.7.4.2.10.2. Housing status.

2.7.4.2.10.3. Recidivism.

2.7.4.2.10.4. Employment.

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2.7.4.2.10.5. Education program status.

2.7.4.2.10.6. Engagement with recovery supports.

2.7.4.3. Cost-effectiveness of programs and projects.

2.7.4.4. Evidence of effectiveness of programs funded in whole or in part by the Commission.

2.7.5. The Contractor shall ensure the Cost-Effectiveness and Outcomes Reports contain an evaluation of a minimum of four (4) programs identified by the Commission, as follows:

2.7.5.1. The initial annual report will address four (4) treatment programs.

2.7.5.2. The second annual report will address four (4) prevention programs.

2.7.5.3. The following annual reports will alternate between treatment and prevention programs.

2.7.5.4. Programs will be chosen from the ten (10) highest annual dollar value programs, excluding law enforcement programs.

2.7.6. The Contractor shall ensure the cost-effectiveness analysis performed permits comparisons between selected programs within a given category.

2.7.7. The Contractor shall ensure the annual Cost-Effectiveness and Outcomes Reports:

2.7.7.1. Represent outcomes as program effects on the participant population, not documentation of the delivery of the program.

2.7.7.2. Include cost-effectiveness analysis using an economic evaluation in which the costs and consequences of alternative interventions are expressed as cost per unit of outcome.

2.7.7.3. Identify evidence of effectiveness by assessing the effect of the program on the intended outcome for program participants, or program beneficiaries in the case of prevention programs.

2.7.7.3.1. This may include results of program evaluation conducted in New Hampshire or an evidence rating developed by matching the program to available research using nationally recognized clearinghouses of program evaluations including, but not limited to those included in the Pew-MacArthur Results First Clearinghouse Database.

2.7.8. The Contractor shall submit a work plan to the Department for the cost-effectiveness analysis within thirty (30) days of the Governor's Commission Identification of the four (4) programs to be analyzed.

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- 2.7.9. The Contractor shall participate in any workgroups or committees established by the Department and/or the Commission to evaluate the usefulness of the cost-effectiveness reporting and incorporate any modifications to the process as developed in the workgroup or committee where approved by the Commission.

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2.8. Partnership for Success

2.8.1. Partnership for Success (PFS) 2015

2.8.1.1. The Contractor shall provide TA and evaluation support for the Department and sub-grantees funded through SAMHSA's Partnership for Success (PFS) 2015 Grant. The Contractor shall ensure TA includes, but is not limited to:

- 2.8.1.1.1. Designing surveys.
- 2.8.1.1.2. Reviewing evaluation administration procedures.
- 2.8.1.1.3. Reviewing evaluation reporting methodologies.
- 2.8.1.1.4. Analyzing the administration of evaluation results.
- 2.8.1.1.5. Aggregating school-level survey and young adult data.
- 2.8.1.1.6. Participating in the Department's Partnership for Success advisory and evaluation teams.

2.8.1.2. The Contractor shall ensure all federal reporting for the PFS 2015 grant requirements are met.

2.8.2. Project Success Student Assistance Programs

2.8.2.1. The Contractor shall provide services for the Student Assistance Program in order to increase staff and provider knowledge and skills. The Contractor shall ensure services include, but are not limited to:

- 2.8.2.1.1. Training.
- 2.8.2.1.2. TA.
- 2.8.2.1.3. Program evaluation.
- 2.8.2.1.4. Data analysis.
- 2.8.2.1.5. Interpretation of evaluation results.
- 2.8.2.1.6. Support.

2.8.2.2. The Contractor shall review the following evaluation strategies with the Department and advisory group for possible inclusion in the evaluation plan:

- 2.8.2.2.1. Process data: Refers to who is receiving which interventions or information and when.
- 2.8.2.2.2. Knowledge attitude and behavior (KAB) information: Typically collected utilizing surveys, but may be gathered through direct observations or qualitative approaches including, but not limited to focus groups or surveys with

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parents or teachers, ensuring parental consent is obtained prior to completing KAB collection from students directly.

2.8.2.2.3. School performance and disciplinary data: Considers the change in grades, truancy, and behavioral issues through baseline before the student started with SAP and through change at the end of school year, which requires having access to individual level data for each participant as well as an aggregate summary of all students in the same school and time period for comparison purposes.

2.8.2.3. The Contractor shall provide recommendations on data products based on the evaluation findings of the PFS 2015 grant to a variety of stakeholders which include, but are not limited to:

2.8.2.3.1. School administrations.

2.8.2.3.2. Boards.

2.8.2.3.3. Communities.

2.8.2.3.4. The Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery.

2.8.3. Young Adult Strategies

2.8.3.1. The Contractor shall provide information and TA to the Regional Public Health Networks' (RPHNs') Substance Misuse Prevention Coordinators and Young Adult Coordinators related to the Young Adult Strategies, for young adults ages eighteen (18) through twenty-five (25) years, regarding implementing and monitoring evidence-informed strategies, as well as planning and facilitating a Community of Practice. The Contractor shall ensure TA may include, but is not limited to assistance with:

2.8.3.1.1. Coordinating and developing content for orientations.

2.8.3.1.2. Developing implementation manuals.

2.8.3.1.3. Facilitating strategic planning and training in the application of the Strategic Prevention Framework.

2.8.3.1.4. Providing learning opportunities through the use of subject matter experts.

2.8.3.1.5. Developing tools to collect evaluation data that meets federal reporting requirements.

2.8.3.1.6. Consulting with the Department on agendas.

2.8.3.1.7. Securing speakers/presenters.

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2.8.3.1.8. Training, developing, and posting resources on the Contractor's website.

2.8.3.2. The Contractor shall develop and implement an evaluation plan, in consultation with the Department, for Young Adult Strategies that is consistent with federal requirements.

2.8.3.3. The Contractor shall administer a statewide online survey for young adults ages eighteen (18) through thirty (30) years that shall be available for response for thirty (30) consecutive days and shall begin within sixty (60) days of the initiation of the contract.

2.8.4. Media Messaging for Young Adults

2.8.4.1. The Contractor shall provide TA to the RPHN's related to the ongoing young adult social media campaign that specifically targets the young adult population ages eighteen (18) through twenty-five (25) years, in order to create awareness of the risks of underage drinking and high-risk alcohol use, such as binge drinking.

2.8.4.2. The Contractor shall conduct activities to ensure the delivery of substance misuse prevention social media messages is appropriate for a variety of venues.

2.8.4.3. The Contractor shall ensure activities include, but are not limited to:

2.8.4.3.1. Developing an evaluation plan of the young adult social media campaign Department approval.

2.8.4.3.2. Implementing the approved evaluation plan.

2.8.4.3.3. Providing a written report of evaluation findings including recommendations for improvements.

2.8.4.4. The Contractor shall deploy campaign strategies that are culturally sensitive based on the evaluation findings and recommendations.

2.8.4.5. The Contractor shall provide services, as approved by the Department that include but are not limited to:

2.8.4.5.1. Marketing:

2.8.4.5.2. Strategy development.

2.8.4.5.3. Traditional and digital advertising.

2.8.4.5.4. Public relations.

2.8.4.5.5. Market research.

2.8.4.5.6. Formative research.

2.8.4.5.7. Creative development and production.

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2.8.4.5.8. Media planning and buying.

2.8.4.5.9. Full web services.

2.8.4.5.10. Augmented reality.

2.8.4.5.11. Geo-targeting.

2.8.4.5.12. User-experience design.

2.8.4.6. The Contractor shall implement digital media campaigns, as approved by the Department, that include but are not limited to:

2.8.4.6.1. Binge-Free 603: What's your Reason?

2.8.4.6.2. Preppy-parlier peer crowd campaign

2.8.4.7. The Contractor shall ensure any website or media campaign accessing or gathering user information shall not store, retain, or collect personal identifying information of the user, including IP or email address.

2.9. Building Long-Term Sustainability for Workforce Development

2.9.1. The Contractor shall leverage multiple resources and partnerships to build long-term workforce sustainability and to increase and expand workforce development efforts that address substance misuse.

2.10. Outcomes

2.10.1. The Contractor shall provide services that result in the improvement of policies, practices, data collection, and analysis of the AOD Continuum of Care system to mitigate substance misuse and its consequences for individuals by:

2.10.1.1. Increasing professional service provider's knowledge, skills and abilities in the use of various outcome-supported and evidence-based programs, policies, and practices;

2.10.1.2. Improving provider's overall operations as they relate to programs, policies, and practices;

2.10.1.3. Supporting integration of AOD services within primary and behavioral health care;

2.10.1.4. Providing TA in the form of consultation and guidance on delivering outcome-supported and evidence-based services in order to assist providers to build internal capacity and increase knowledge and expertise to the changing landscape of healthcare;

2.10.1.5. Providing program evaluation to measure outcomes and processes in order to continually enhance and improve the quality of services delivered; and

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- 2.10.1.6. Providing data analysis, including interpretation and translation of data, to inform the decision-making process.
- 2.10.2. The Contractor shall collect data to monitor implementation of contract activities which shall include, but not be limited to:
 - 2.10.2.1. Participation in trainings and CoPs.
 - 2.10.2.2. Dissemination of products and data.
 - 2.10.2.3. Measurement of the outcomes among those reached by these activities using:
 - 2.10.2.3.1. TA satisfaction evaluation surveys.
 - 2.10.2.3.2. Training satisfaction evaluation surveys including an annual training needs assessment.
 - 2.10.2.3.3. CoP satisfaction evaluation surveys.
- 2.10.3. The Contractor shall employ quality improvement activities for each scope of service activity area, which includes, but is not limited to:
 - 2.10.3.1. Creating and employing a work plan for each scope of work identified in this Exhibit A.
 - 2.10.3.2. Studying evaluation findings to continuously refine, improve, and adapt future activities as needed.
 - 2.10.3.3. Reviewing progress towards planned activities and objectives with the Department.
 - 2.10.3.4. Addressing any challenges by sharing findings with the Department and determining appropriate strategies to address the challenges.
 - 2.10.3.5. Establishing a minimum evaluation result as applicable, with input from the Department and ensuring:
 - 2.10.3.5.1. Evaluations with findings below the established minimum standard result in the start of a quality improvement cycle.
 - 2.10.3.5.2. Quality improvement cycles will be implemented based on annual findings.
- 2.11. Project Management
 - 2.11.1. The Contractor shall meet with the Department, as requested.
 - 2.11.2. The Contractor shall establish a project management strategy, as approved by the Department, that ensures:
 - 2.11.2.1. All project tasks and activities are identified and monitored.
 - 2.11.2.2. Potential issues impacting outcomes are identified.

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Exhibit A

2.11.2.3. Deliverables are met as identified in this Exhibit A, Scope of Services.

2.11.3. The Contractor shall conduct a project kick-off meeting with the Department and identified project staff within ten (10) business days of the contract effective date to review proposed project management strategy.

2.11.4. The Contractor shall provide a work plan/timeline to the Department that defines the milestones, activities, deliverables, due dates, and anticipated staffing needs for each scope of work within ten (10) business days following the kick-off meeting.

2.11.5. The Contractor shall facilitate regular full-team meetings to ensure all staff remain informed of current work plan activities, materials, development initiatives, and all overarching project issues.

2.11.6. The Contractor shall distribute minutes from meetings, project materials, and resources across all project staff, including the Department, using a networked, cloud-sharing platform that facilitates collaboration.

3. Deliverables

3.1. Training

3.1.1. The Contractor shall deliver trainings as follows, per state fiscal year:

3.1.1.1. A minimum of forty-nine (49) in-person trainings including, but not limited to:

3.1.1.1.1. Core, intermediate, and advanced level trainings which meet licensure and certification needs of the workforce;

3.1.1.1.2. Trainings specific to the needs of PFS grantees; and

3.1.1.1.3. Targeted trainings as determined by the Department

3.1.1.2. A minimum of four (4) on-demand webinars.

3.1.2. The Contractor shall administer an annual training needs assessment, beginning no later than sixty (60) days of the contract effective date, and every twelve (12) months thereafter and shall provide key findings to the Department for consideration and feedback for training planning purposes and to ensure continuous quality improvement of the training program.

3.2. Technical Assistance

3.2.1. The Contractor shall provide a list of TA requests to the Department for approval on a weekly basis.

3.2.2. The Contractor shall compile a list of TA provided and shall include this in the written monthly progress reports detailed in Section 3.

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3.2.3. The Contractor shall facilitate and provide technical and logistical support for a maximum of seven (7) online Communities of Practice (CoP), which are designed in the format, frequency and length determined by the Department and include, but are not limited to:

3.2.3.1. Substance Misuse Prevention (SMP)

3.2.3.2. Student Assistance Programs (SAP)

3.2.3.3. Young Adult Strategies

3.2.3.4. Continuum of Care

3.2.3.5. Treatment

3.2.3.6. Medication-Assisted Treatment

3.2.3.7. Recovery Support Services

3.2.4. The Contractor shall identify a minimum of one (1) NH prevention program, per state fiscal year, to participate in the NH Service to Science process.

3.3. Program Evaluation

3.3.1. The Contractor shall develop, in consultation with the Department evaluation documents required for state and federal grants.

3.3.2. The Contractor shall supply the Department with all documents and findings relative to the independent peer review performed within each state fiscal year.

3.4. NH YRBS

3.4.1. The Contractor shall print, package, deliver and distribute a minimum of 45,000 surveys to a minimum of eighty (80) participating public high schools, statewide.

3.4.2. The Contractor shall collect and scan completed surveys and develop a clean dataset of coded results and provide the data to the Department in a clean data file in ASCII format.

3.5. Governor's Commission

3.5.1. The Contractor shall publish semi-annual reports for the Commission in accordance with RSA 12-J:4.

3.5.2. The Contractor shall manage and facilitate a minimum of six (6) meetings per state fiscal year of the Governor's Commission Data and Evaluation Taskforce

3.6. Cost-effectiveness Evaluation

3.6.1. The Contractor shall create and produce a Program Inventory Report, in accordance with Chapter 302 (HB1826), New Hampshire Laws of 2018, for the Commission and the Department with a proposed target date of December

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1, 2018 for the Commission's release proposed by January 1, 2019, that includes an inventory of all alcohol and drug abuse prevention, treatment, and recovery programs funded in whole or in part by the Commission.

3.6.2. The Contractor shall create and produce a Cost-Effectiveness and Outcomes Report for the Commission and the Department no later than December 1, 2019 and annually thereafter for the Commission's release no later than January 1 of the following year that details currently funded programs.

3.7. Partnership for Success

3.7.1. The Contractor shall develop an evaluation design for the Student Assistance Program sixty (60) days from the contract effective date.

3.7.2. The Contractor shall implement the evaluation of the Student Assistance Program no later than ninety (90) days from the contract effective date.

3.7.3. The Contractor shall provide the Department and PFS Student Assistance Program sub-recipients with analysis of data provided to the Contractor by the end of each fiscal year.

3.7.4. The Contractor shall conduct at a minimum four (4) focus groups with stakeholders associated with Student Assistance Programs per fiscal year.

3.7.5. The Contractor shall submit the Young Adult Strategies evaluation plan no later than thirty (30) days from the contract effective date for Department approval.

3.7.6. The Contractor shall implement the evaluation of Young Adult Strategies no later than ninety (90) days from the contract effective date.

3.7.7. The Contractor shall provide the Department with analysis of the evaluation data within 60 days after the end of each fiscal year.

3.7.8. The Contractor shall submit the Young Adult social media campaign evaluation plan within sixty (60) days of the contract effective date for department approval.

3.7.9. The Contractor shall implement the evaluation of the Young Adult social media campaign no later than ninety (90) days from contract effective date.

3.7.10. The Contractor shall provide a written report of the Young Adult social media campaign evaluation findings, including recommendations for improvements, no later than sixty (60) days from the close of the evaluation.

3.7.11. The Contractor shall launch the "Preppy-Parier" media messaging campaign by September 30, 2019.

3.8. Reporting and Meetings

3.8.1. The Contractor shall provide a written monthly progress report to the Department related to accomplishments of the contract goals and

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Exhibit A

performance measures, for each scope of work, which includes, but is not limited to:

3.8.1.1. A summary of the key work performed for each scope of work during the monthly period.

3.8.1.2. Encountered and foreseeable key issues.

3.8.1.3. Scheduled work for the upcoming period.

3.8.2. The Contractor shall meet at least quarterly with the Department to review the status of all contract requirements for each scope of work including, but not limited to:

3.8.2.1. Work plans/timelines for each scope of work for the upcoming quarter;

3.8.2.2. Anticipated staffing needs for each scope of work for the upcoming quarter;

3.8.2.3. Potential risks, barriers, and issues for each scope of work, that may impact outcomes; including a mitigation strategy for each; and

3.8.2.4. Quarterly financial reports that clearly identify costs charged as they relate to work done per scope.

3.8.3. The Contractor shall complete and submit an end of year report no later than sixty (60) days after the end of the state fiscal year which provides, at a minimum:

3.8.3.1. A complete program overview;

3.8.3.2. Accomplishments towards program goals and performance measures linked to outcomes and including return on investment data for each scope of work; and

3.8.3.3. End of year financial report.

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Exhibit B

Methods 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 by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. This contract is funded as follows:
 - 3.1. Funding from the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment.
 - 3.2. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA):
 - 3.2.1. Substance Abuse Prevention & Treatment Block Grant (SAPT) CFDA #93.859 FAIN # TI010035.
 - 3.2.2. NH Partnership for Success Initiative (PFSI) CFDA #93.243 FAIN # SP020786.
 - 3.2.3. Medication-Assisted Treatment Prescription Drug and Opioid Addiction Grant (MAT-PDOA) CFDA #93.243 FAIN #TI026741.
 - 3.2.4. State Targeted Response to the Opioid Crisis Grant (STR) CFDA#93.788 FAIN # TI080246.
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 budget line items.
 - 4.2. Contractor budgets include:
 - 4.2.1. Exhibit B-1 (SFY 19) and B-2 (SFY 20) which are the total budgets per State Fiscal Year including all programs within the contract.
 - 4.2.2. Exhibits B-3 through B-16 which are budgets for the individual programs by State Fiscal Year.
 - 4.3. The Contractor shall submit an invoice in a form satisfactory to the State no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.4. The Contractor shall ensure invoices are completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.5. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
 - 4.6. 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.
 - 4.7. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

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Exhibit B

- 4.8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Michael.Rogers@dhhs.nh.gov and Laurie.Heath@dhhs.nh.gov
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this contract.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and approved by the Department, and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1**New Hampshire Department of Health and Human Services****Bidder Name: JSI Research and Training Institute, Inc.****Budget Request for: AOD Continuum of Care Systems Supports****Budget Period: SFY19 (Date of G&C - 6/30/19)**

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 872,652.00	\$ -	\$ 872,652.00
2. Employee Benefits	\$ 255,609.00	\$ -	\$ 255,609.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 20,165.00	\$ -	\$ 20,165.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 47,086.00	\$ -	\$ 47,086.00
6. Travel	\$ 5,059.00	\$ -	\$ 5,059.00
7. Occupancy	\$ 67,265.00	\$ -	\$ 67,265.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 53,811.00	\$ -	\$ 53,811.00
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 15,000.00	\$ -	\$ 15,000.00
11. Staff Education and Training	\$ 20,182.00	\$ -	\$ 20,182.00
12. Subcontracts/Agreements	\$ 267,000.00	\$ -	\$ 267,000.00
13. Other (combined from attached program budgets)	\$ -	\$ -	\$ -
	\$ 5,836.00	\$ -	\$ 5,836.00
	\$ 5,110.00	\$ -	\$ 5,110.00
	\$ 43,300.00	\$ 107,639.00	\$ 150,939.00
TOTAL	\$ 1,478,075.00	\$ 107,639.00	\$ 1,585,714.00

Indirect As A Percent of Direct

7.3%

Contractor Initials 

Date 9/12/18

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, IncBudget Request for: AOD Continuum of Care Systems SupportsBudget Period: SFY20 (7/1/19 - 6/30/20)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 796,578.00	\$ -	\$ 796,578.00
2. Employee Benefits	\$ 302,700.00	\$ -	\$ 302,700.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 23,881.00	\$ -	\$ 23,881.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 55,763.00	\$ -	\$ 55,763.00
6. Travel	\$ 5,103.00	\$ -	\$ 5,103.00
7. Occupancy	\$ 79,658.00	\$ -	\$ 79,658.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 63,728.00	\$ -	\$ 63,728.00
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 15,000.00	\$ -	\$ 15,000.00
11. Staff Education and Training	\$ 23,898.00	\$ -	\$ 23,898.00
12. Subcontracts/Agreements	\$ 267,000.00	\$ -	\$ 267,000.00
13. Other (combined from attached program budgets)	\$ -	\$ -	\$ -
	\$ 5,836.00	\$ -	\$ 5,836.00
	\$ 5,110.00	\$ -	\$ 5,110.00
	\$ 43,300.00	\$ 127,465.00	\$ 170,765.00
TOTAL	\$ 1,687,555.00	\$ 127,465.00	\$ 1,815,020.00

Indirect As A Percent of Direct

7.6%

Contractor Initials 

RFP-2019-BDAS-03-ALCON

Date 9/12/18

Exhibit B-3**New Hampshire Department of Health and Human Services****Bidder Name: JSI Research and Training Institute, Inc****Budget Request for: Training****Budget Period: SFY19 (Date of G&C - 6/30/19)**

Line Item: Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 2,135.00		\$ 2,135.00
2. Employee Benefits	\$ 811.00		\$ 811.00
3. Consultants			\$
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 64.00		\$ 64.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 150.00		\$ 150.00
6. Travel			\$
7. Occupancy	\$ 214.00		\$ 214.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 170.00		\$ 170.00
9. Software			\$
10. Marketing/Communications			\$
11. Staff Education and Training	\$ 64.00		\$ 64.00
12. Subcontracts/Agreements	\$ 227,000.00		\$ 227,000.00
13. Other (specific details mandatory):			\$
			\$
		\$ 342.00	\$ 342.00
TOTAL:	\$ 230,608.00	\$ 342.00	\$ 230,950.00

Indirect As A Percent of Direct

0.1%

Contractor Initials Date 9/12/18

RFP-2019-BDAS-03-ALCON

Exhibit B-4**New Hampshire Department of Health and Human Services****Bidder Name: JSI Research and Training Institute, Inc****Budget Request for: Training****Budget Period: SFY20 (7/1/19 - 6/30/20)**

Line Item - Provide detail in budget narrative	Direct	Indirect	Total \$
1. Total Salary/Wages	\$ 2,135.00		\$ 2,135.00
2. Employee Benefits	\$ 811.00		\$ 811.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 64.00		\$ 64.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 150.00		\$ 150.00
6. Travel			\$ -
7. Occupancy	\$ 213.00		\$ 213.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 171.00		\$ 171.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 64.00		\$ 64.00
12. Subcontracts/Agreements	\$ 227,000.00		\$ 227,000.00
13. Other (specific details mandatory):			\$ -
			\$ -
		\$ 342.00	\$ 342.00
TOTAL	\$ 230,608.00	\$ 342.00	\$ 230,950.00

Indirect As A Percent of Direct

0.1%

Contractor Initials JSI

RFP-2019-BDAS-03-ALCON

Date 9/12/18

Exhibit B-5**New Hampshire Department of Health and Human Services****Bidder Name: JSI Research and Training Institute, Inc.****Budget Request for: Technical Assistance****Budget Period: SFY19 (Date of G&C - 6/30/19)**

Line Item - Provide details in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 195,506.00		\$ 195,506.00
2. Employee Benefits	\$ 74,293.00		\$ 74,293.00
3. Consultants			\$
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 5,861.00		\$ 5,861.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 13,686.00		\$ 13,686.00
6. Travel	\$ 2,700.00		\$ 2,700.00
7. Occupancy	\$ 19,551.00		\$ 19,551.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 15,640.00		\$ 15,640.00
9. Software	\$		\$
10. Marketing/Communications	\$		\$
11. Staff Education and Training	\$ 5,866.00		\$ 5,866.00
12. Subcontracts/Agreements			\$
13. Other (specific details mandatory):			\$
Salesforce Software License	\$ 864.00		\$ 864.00
Conference Calls & Training	\$ 3,750.00		\$ 3,750.00
Subject Matter Experts	\$ 16,000.00	\$ 31,283.00	\$ 47,283.00
TOTAL	\$ 353,717.00	\$ 31,283.00	\$ 385,000.00

Indirect As A Percent of Direct

8.6%

Contractor Initials 

RFP-2019-BDAS-03-ALCON

Date 9/12/18

Exhibit B-6

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, IncBudget Request for: Technical AssistanceBudget Period: SFY20 (7/1/19 - 6/30/20)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 187,398.00		\$ 187,398.00
2. Employee Benefits	\$ 71,211.00		\$ 71,211.00
3. Consultants			\$
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 5,618.00		\$ 5,618.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 13,119.00		\$ 13,119.00
6. Travel	\$ 2,700.00		\$ 2,700.00
7. Occupancy	\$ 18,740.00		\$ 18,740.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 14,993.00		\$ 14,993.00
9. Software			\$
10. Marketing/Communications			\$
11. Staff Education and Training	\$ 5,622.00		\$ 5,622.00
12. Subcontracts/Agreements			\$
13. Other (specific details mandatory):			\$
Salesforce Software License	\$ 864.00		\$ 864.00
Conference Calls & Training	\$ 3,750.00		\$ 3,750.00
Subject Matter Experts	\$ 16,000.00	\$ 29,985.00	\$ 45,985.00
TOTAL	\$ 340,016.00	\$ 29,985.00	\$ 370,000.00

Indirect As A Percent of Direct

8.8%

Contractor Initials JSIDate 9/12/18

Exhibit B-7**New Hampshire Department of Health and Human Services****Bidder Name: JSI Research and Training Institute, Inc****Budget Request for: Program Evaluation****Budget Period: SFY19 (Date of G&C - 6/30/19)**

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 150,832.00		\$ 150,832.00
2. Employee Benefits	\$ 57,316.00		\$ 57,316.00
3. Consultants			\$
4. Equipment (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 4,522.00		\$ 4,522.00
5. Supplies (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 10,558.00		\$ 10,558.00
6. Travel	\$ 350.00		\$ 350.00
7. Occupancy	\$ 15,083.00		\$ 15,083.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 12,067.00		\$ 12,067.00
9. Software			\$
10. Marketing/Communications			\$
11. Staff Education and Training	\$ 4,525.00		\$ 4,525.00
12. Subcontracts/Agreements			\$
13. Other (specific details mandatory):			\$
Satisfaction Survey Printing	\$ 400.00		\$ 400.00
Incentives for Providers Response	\$ 500.00		\$ 500.00
Subject Matter Experts	\$ 15,000.00	\$ 24,135.00	\$ 39,135.00
TOTAL	\$ 271,153.00	\$ 24,135.00	\$ 295,288.00

Indirect As A Percent of Direct**8.9%****Contractor Initials** JSI**RFP-2019-BDAS-03-ALCON****Date** 9/12/18

Exhibit B-8**New Hampshire Department of Health and Human Services****Bidder Name: JSI Research and Training Institute, Inc****Budget Request for: Program Evaluation****Budget Period: SFY20 (7/1/19 - 6/30/20)**

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 149,066.00		\$ 149,066.00
2. Employee Benefits	\$ 56,645.00		\$ 56,645.00
3. Consultants			\$
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 4,469.00		\$ 4,469.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 10,435.00		\$ 10,435.00
6. Travel	\$ 350.00		\$ 350.00
7. Occupancy	\$ 14,907.00		\$ 14,907.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 11,925.00		\$ 11,925.00
9. Software			\$
10. Marketing/Communications			\$
11. Staff Education and Training	\$ 4,472.00		\$ 4,472.00
12. Subcontracts/Agreements			\$
13. Other (specific details mandatory):			\$
Satisfaction Survey Printing	\$ 400.00		\$ 400.00
Incentives for Providers Response	\$ 500.00		\$ 500.00
Subject Matter Experts	\$ 15,000.00	\$ 23,853.00	\$ 38,853.00
TOTAL	\$ 268,169.00	\$ 23,853.00	\$ 292,022.00

Indirect As A Percent of Direct

8.9%

Contractor Initials 

Date 9/12/19

RFP-2019-BDAS-03-ALCOH

Exhibit B-9

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Data Collection, Analysis, Interpretation, Reporting, and

Budget Request for: SupportBudget Period: SFY19 (Date of G&C - 6/30/19)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 85,503.00		\$ 85,503.00
2. Employee Benefits	\$ 32,491.00		\$ 32,491.00
3. Consultants			\$
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,563.00		\$ 2,563.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 5,985.00		\$ 5,985.00
6. Travel			\$
7. Occupancy	\$ 8,550.00		\$ 8,550.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 6,840.00		\$ 6,840.00
9. Software			\$
10. Marketing/Communications			\$
11. Staff Education and Training	\$ 2,565.00		\$ 2,565.00
12. Subcontracts/Agreements	\$ 40,000.00		\$ 40,000.00
13. Other (specific details mandatory):			\$
Survey Gizmo (\$400) & Tableau (\$672)	\$ 1,072.00		\$ 1,072.00
Survey Monkey	\$ 360.00		\$ 360.00
YRBS Supplies (\$7,300 & YRBS Postage (\$5,000)	\$ 12,300.00	\$ 13,685.00	\$ 25,985.00
TOTAL	\$ 188,229.00	\$ 13,685.00	\$ 211,914.00

Indirect As A Percent of Direct

6.9%

Contractor Initials JSIDate 9/12/18

Exhibit B-10**New Hampshire Department of Health and Human Services****Bidder Name: JSI Research and Training Institute, Inc****Data Collection, Analysis, Interpretation, Reporting &****Budget Request for: Support****Budget Period: SFY20 (7/1/19 - 6/30/20)**

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 68,350.00		\$ 68,350.00
2. Employee Benefits	\$ 25,973.00		\$ 25,973.00
3. Consultants			\$
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,049.00		\$ 2,049.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 4,785.00		\$ 4,785.00
6. Travel			\$
7. Occupancy	\$ 6,835.00		\$ 6,835.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 5,468.00		\$ 5,468.00
9. Software			\$
10. Marketing/Communications			\$
11. Staff Education and Training	\$ 2,050.00		\$ 2,050.00
12. Subcontracts/Agreements	\$ 40,000.00		\$ 40,000.00
13. Other (specific details mandatory):			\$
Survey Gizmo (\$400) & Tableau (\$672)	\$ 1,072.00		\$ 1,072.00
Survey Monkey	\$ 360.00		\$ 360.00
YRBS Supplies (\$7,300 & YRBS Postage (\$5.	\$ 12,300.00	\$ 10,938.00	\$ 23,238.00
TOTAL	\$ 169,242.00	\$ 10,938.00	\$ 180,180.00

Indirect As A Percent of Direct**6.5%**Contractor Initials 

RFP-2019-BDAS-03-ALCON

Date 9/12/18

Exhibit B-11

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, IncBudget Request for: Governor's CommissionBudget Period: SFY19 (Date of G&C - 6/30/19)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 80,541.00		\$ 80,541.00
2. Employee Benefits	\$ 30,606.00		\$ 30,606.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,414.00		\$ 2,414.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 5,638.00		\$ 5,638.00
6. Travel			\$ -
7. Occupancy	\$ 8,054.00		\$ 8,054.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 6,443.00		\$ 6,443.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 2,417.00		\$ 2,417.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Print Gov Commission Mid Year and Annual Reports	\$ 1,000.00		\$ 1,000.00
			\$ -
		\$ 12,887.00	\$ 12,887.00
TOTAL	\$ 137,113.00	\$ 12,887.00	\$ 160,000.00

Indirect As A Percent of Direct

9.4%

Contractor Initials JSIDate 9/12/18

RFP-2019-BDAS-03-ALCOH

Exhibit B-12

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, IncBudget Request for: Governor's CommissionBudget Period: SFY20 (7/1/19 - 6/30/20)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 80,541.00		\$ 80,541.00
2. Employee Benefits	\$ 30,606.00		\$ 30,606.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,414.00		\$ 2,414.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 5,638.00		\$ 5,638.00
6. Travel			\$ -
7. Occupancy	\$ 8,054.00		\$ 8,054.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 6,443.00		\$ 6,443.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 2,416.00		\$ 2,416.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Print Gov Commission Mid Year and Annual Reports	\$ 1,000.00		\$ 1,000.00
		\$ 12,888.00	\$ 12,888.00
TOTAL	\$ 137,112.00	\$ 12,888.00	\$ 150,000.00

Indirect As A Percent of Direct

9.4%

Contractor Initials SLDate 8/12/18

RFP-2019-BDAS-03-ALCOH

Exhibit B-13**New Hampshire Department of Health and Human Services****Bidder Name: JSI Research and Training Institute, Inc****Budget Request for: Program Inventory & Cost Effectiveness****Budget Period: SFY19 (Date of G&C - 6/30/19)**

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 86,515.00		\$ 86,515.00
2. Employee Benefits	\$ 32,876.00		\$ 32,876.00
3. Consultants			\$
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,594.00		\$ 2,594.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 6,056.00		\$ 6,056.00
6. Travel	\$ 509.00		\$ 509.00
7. Occupancy	\$ 8,651.00		\$ 8,651.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 6,921.00		\$ 6,921.00
9. Software			\$
10. Marketing/Communications			\$
11. Staff Education and Training	\$ 2,596.00		\$ 2,596.00
12. Subcontracts/Agreements			\$
13. Other (specific details mandatory):			\$
Conference Calls & Training	\$ 2,000.00		\$ 2,000.00
		\$ 13,844.00	\$ 13,844.00
TOTAL	\$ 148,718.00	\$ 13,844.00	\$ 162,562.00

Indirect As A Percent of Direct

9.3%

Contractor Initials 

RFP-2019-BDAS-03-ALCON

Date 9/12/18

Exhibit B-14

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, IncBudget Request for: Program Inventory & Cost Effectiveness:Budget Period: SFY20 (7/1/19 - 6/30/20)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 237,468.00		\$ 237,468.00
2. Employee Benefits	\$ 90,238.00		\$ 90,238.00
3. Consultants			\$
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 7,120.00		\$ 7,120.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 16,623.00		\$ 16,623.00
6. Travel	\$ 553.00		\$ 553.00
7. Occupancy	\$ 23,747.00		\$ 23,747.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 18,998.00		\$ 18,998.00
9. Software			\$
10. Marketing/Communications			\$
11. Staff Education and Training	\$ 7,125.00		\$ 7,125.00
12. Subcontracts/Agreements			\$
13. Other (specific details mandatory):			\$
Conference Calls & Training	\$ 2,000.00		\$ 2,000.00
		\$ 37,996.00	\$ 37,996.00
TOTAL	\$ 403,872.00	\$ 37,996.00	\$ 441,868.00

Indirect As A Percent of Direct

9.4%

Contractor Initials 

RFP-2019-BDAS-03-ALCOH

Date 9/13/18

Exhibit B-15

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, IncBudget Request for: Partnership for SuccessBudget Period: SFY19 (Date of G&C - 6/30/19)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 71,620.00		\$ 71,620.00
2. Employee Benefits	\$ 27,216.00		\$ 27,216.00
3. Consultants			\$
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,147.00		\$ 2,147.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 5,013.00		\$ 5,013.00
6. Travel	\$ 1,500.00		\$ 1,500.00
7. Occupancy	\$ 7,162.00		\$ 7,162.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 5,730.00		\$ 5,730.00
9. Software			\$
10. Marketing/Communications - Binge Free	\$ 15,000.00		\$ 15,000.00
11. Staff Education and Training	\$ 2,149.00		\$ 2,149.00
12. Subcontracts/Agreements			\$
13. Other (specific details mandatory):			\$
Web-Ex SAP, Young Adults	\$ 500.00		\$ 500.00
Printing PFS Evaluation Data Products	\$ 500.00		\$ 500.00
		\$ 11,463.00	\$ 11,463.00
TOTAL	\$ 138,637.00	\$ 11,463.00	\$ 150,000.00

Indirect As A Percent of Direct

8.3%

Contractor Initials JS

RFP-2019-BDAS-03-ALCON

Date 9/12/18

Exhibit B-16**New Hampshire Department of Health and Human Services****Bidder Name: JSI Research and Training Institute, Inc****Budget Request for: Partnership for Success****Budget Period: SFY20 (7/1/19 - 6/30/20)**

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 71,620.00		\$ 71,620.00
2. Employee Benefits	\$ 27,216.00		\$ 27,216.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,147.00		\$ 2,147.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 5,013.00		\$ 5,013.00
6. Travel	\$ 1,500.00		\$ 1,500.00
7. Occupancy	\$ 7,162.00		\$ 7,162.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 5,730.00		\$ 5,730.00
9. Software			\$ -
10. Marketing/Communications	\$ 15,000.00		\$ 15,000.00
11. Staff Education and Training	\$ 2,149.00		\$ 2,149.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Web-Ex SAP, Young Adults	\$ 500.00		\$ 500.00
Printing PFS Evaluation Data Products	\$ 500.00		\$ 500.00
		\$ 11,463.00	\$ 11,463.00
TOTAL	\$ 138,637.00	\$ 11,463.00	\$ 150,000.00

Indirect As A Percent of Direct

6.3%

Contractor Initials Date 9/12/19

RFP-2019-BDAS-03-ALCON

New Hampshire Department of Health and Human Services
Exhibit C



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 of 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. **Retrospective Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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[Signature]

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- 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.

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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

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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 13186, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

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

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

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

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

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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

New Hampshire Department of Health and Human Services
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- 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.

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

FEDERAL/STATE LAW: 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 the time to time.

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

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

New Hampshire Department of Health and Human Services
Exhibit C-1



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds effected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:**
The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

[Signature]

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act 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 1 - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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

9/12/18

Date

Name: Jonathan Smith
Title: Regional Director

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (Indicate applicable program covered):

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

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 of 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: ISI Research & Training Institute, Inc. d/b/a
Community Health Institute

9/12/18

Date

Name: Jonathan Meyer
Title: Regional Director

Exhibit E - Certification Regarding Lobbying

Contractor Initials

Date 9/12/18

DocuSign 18712

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this 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

New Hampshire Department of Health and Human Services
Exhibit F



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

9/12/18

Date

Name: Jonathan Severin
Title: Regional Director

New Hampshire Department of Health and Human Services
Exhibit G



**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 subcontractors 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 6108-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

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

07/14
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Page 1 of 2

Date 9/12/18

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

9/12/18

Date

Name: Jonathan [Signature]
Title: Regional Director

Exhibit G

Contractor Initials

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

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Rev. 10/2014

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Date 9/12/18

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

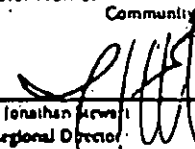
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

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

9/12/18
Date


Name: Jonathan Lewis
Title: Regional Director

New Hampshire Department of Health and Human Services



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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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

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New Hampshire Department of Health and Human Services



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
Health Insurance Portability and Accountability Act
Business Associate Agreement
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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
Health Insurance Portability and
Business Associate Agreement
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Date 9/17/18

New Hampshire Department of Health and Human Services



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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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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Contractor Initials

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New Hampshire Department of Health and Human Services



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.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit I



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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

9/19/18
Date

(SI) Research & Training Institute, Inc. d/b/a
Community Health Institute

[Signature]
Name of the Contractor

[Signature]
Signature of Authorized Representative

Jonathan Stewart
Name of Authorized Representative

Regional Director
Title of Authorized Representative

9/12/18
Date

New Hampshire Department of Health and Human Services
Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting 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 / CIOA 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: ISI Research & Training Institute, Inc. d/b/a
Community Health Institute

9/12/18

Date

Name: Jonathan Seeger
Title: Regional Director

Contractor Initials

Date 9/12/18

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

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

 NO ☒ 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 ☒ 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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Department's 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/doh/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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov