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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

June 25, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

28% Federal funds  
72% General funds

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with JSI Research and Training Institute, Inc. dba Community Health Institute, Vendor #161611-B001, 501 South Street, Bow, NH 03304, in an amount not to exceed \$71,260, to conduct an overall statewide primary care assessment, to be effective date of Governor and Council approval through June 30, 2016.

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-901010-7965 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH AND PRIMARY CARE

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90073000	10,000
SFY 2015	102-500731	Contracts for Prog Svc	90072009	29,380
			Sub Total	\$39,380
SFY 2016	102-500731	Contracts for Prog Svc	90073000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90072009	21,880
			Sub Total	\$31,880
			Total	\$71,260

**EXPLANATION**

Funds in this agreement will be used to conduct an overall statewide primary care assessment that identifies communities with the greatest unmet health care needs, disparities, and health workforce shortages, and also identify key barriers to access to health care for these communities.

The contractor will 1) identify areas of the State that meet the federal criteria for Health Professional Shortage Areas, Mental Health Professional Shortage Areas, Dental Health Professional Shortage Areas, Medically Underserved Areas/Populations, and Governor's Exceptional Medically Underserved Population Areas; 2) organize and prioritize designation and re-designation process, and prepare the shortage designation applications for review and signature by identified staff; 3) assist with the development and implementation of the Health Professions Workforce Data Center, which will capture the supply and capacity of licensed healthcare providers in the State; and 4) conduct an overall primary care needs assessment annually that will include identifying geographic areas and populations at county and sub-county levels.

The identification and processing of shortage designations will benefit communities in New Hampshire that face barriers to accessing primary care, especially rural, the low income, uninsured, and Medicaid and Medicare populations. Collecting primary care workforce data will support an analysis of primary care capacity that could lead to shortage designations and strengthen recruitment/retention initiatives including scholarships; the J-1 Visa Waiver Program; and the NH State Loan Repayment Program. Health workforce data will help target finite public resources, inform educational program capacity expansion and employment training programs, and help New Hampshire prepare for, and respond to, emergency and disaster situations.

Should Governor and Executive Council not authorize this Request, the State of New Hampshire would not have the ability to identify areas of the state where there are shortages of primary care providers, or collect information on whether people are able to access primary care services.

JSI Research and Training Institute, Inc. dba 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 April 16, 2014 through May 28, 2014.

One proposal was received in response to the Request for Proposals. Four reviewers reviewed the proposals. The reviewers represent seasoned public health administrators and managers who have between one to 34 years' experience managing agreements with vendors for various public health programs. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses to the proposals. The final decision was made by taking an average of all reviewers' scores. The Bid Summary is attached.

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

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

- Conduct an overall statewide primary care needs assessment.
- Complete designations and re-designations, as appropriate, by a given federal deadline.
- Provide an analysis of demographic data and renewal dates to determine other areas for designation or re-designation.

- Develop recurrent health workforce surveys for the Health Professions Workforce Data Center.
- Upload accurate Health Professions Workforce Data Center data into the Health Resources and Services Administration Shortage Designation Management System by the given federal deadline.

Area served: statewide.

Source of Funds: 28% Federal Funds from Health Resources and Services Administration, and 72% General Funds.

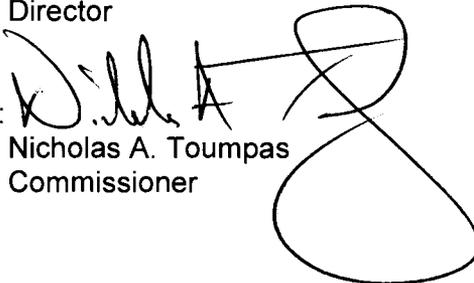
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner



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

**NH Health Workforce and Primary Care**  
Access Data \_\_\_\_\_  
RFP Name \_\_\_\_\_

**15-DHHS-DPHS-RHPC-01**  
RFP Number

Reviewer Names

1. Danielle Weiss, Hlth Promotion Advisor, 1 Years Experience
2. Alisa Druzba, Administrator, 9 Years Experience
3. Dolores Cooper, Financial Manager, 34 Years Experience
4. Shelley Swanson, Administrator, 21 Years Experience

Pass/Fail	Maximum Points	Actual Points
Pass	175	167

- Bidder Name**
1. JSI Research and Training Institute, Inc. dba  
Community Health Institute
  2. \_\_\_\_\_

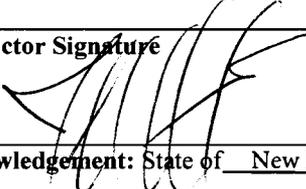
Subject: NH Health Workforce and Primary Care Access Data

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> JSI Research and Training Institute, Inc. dba Community Health Institute		<b>1.4 Contractor Address</b> 501 South Street Bow, NH 03304	
<b>1.5 Contractor Phone Number</b> 603-573-3300	<b>1.6 Account Number</b> 05-95-90-7965-901010-102-500731	<b>1.7 Completion Date</b> 06/30/2016	<b>1.8 Price Limitation</b> \$71,260
<b>1.9 Contracting Officer for State Agency</b> Brook Dupee, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Jonathan Stewart, Director	
<b>1.13 Acknowledgement:</b> State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>6/25/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> DEBHA L. LOVE, Notary Public My Commission Expires October 16, 2018			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>6-30-14</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: AS  
Date: 6-18-14

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

### SCOPE OF SERVICES

#### 1. Covered Populations and Services

- 1.1. The Contractor will conduct an overall statewide primary care assessment that identifies communities with the greatest unmet health care needs, disparities, and health workforce shortages, and also identifies key barriers to access to health care for these communities. The overall needs assessment will include identifying geographic areas and populations at county and sub-county levels that:
- Lack access to preventive and primary care services;
  - Experience shortages of primary care, mental health, and dental providers;
  - Experience key barriers to access to health care (i.e. waiting time, travel time);
  - Demonstrate the highest need for health services (using indicators of poverty, infant mortality, low-birth weight, life expectancy, percent or number unserved and underserved, and designation as a Medically Underserved Area/Population (MUA/P) or Health Professional Shortage Area (HPSA).
- 1.2. The Contractor will utilize electronic application systems (i.e. Uniform Data System (UDS)), All Payor Claims Database (APCD), Behavioral Risk Factor Surveillance System (BRFSS), Hospital Discharge data, WISDOM (DPHS Information Technology system to store and analyze public health data), NH TEMSIS (Trauma Emergency Medical Services Information System), and vital records) and issue targeted-area surveys to collect and analyze data as part of the needs assessment.
- 1.3. The Contractor will assist with the development of either Primary Care Service Areas (PCSAs) or Predetermined Rational Service Areas (PRSAs) that could be the basis for shortage designation applications submitted to the Health Resources and Services Administration (HRSA). The timeframe for the development of a PRSA plan will be in the first project year. The Primary Care Office (PCO) will meet with the Primary Care Association (PCA) and other entities on a regular basis to review and update the assessment.

#### 2. Minimum Required Services

The contract shall:

- 2.1. Consult with the Rural Health and Primary Care Section (RHPC) to coordinate and prioritize new shortage area designation requests, and re-designations.
- 2.2. Assist in the development of a four-year HPSA Update Plan to be submitted to the Shortage Designation Branch (SDB) at a date determined by HRSA.
- 2.3. Prepare all necessary documentation, using the HRSA SDB Application Submission and Processing System (ASAPS) and its replacement system, to take effect in fall 2014, the Shortage Designation Management System (SDMS), to support designation

AS  
Date 6-25-14



## Exhibit A

- and re-designation requests to HRSA, for approval by, and signature of, a designated representative of NH DHHS.
- 2.4. Issue targeted-area surveys to collect provider full-time equivalent (FTE) data to upload in the SDMS for designation purposes.
  - 2.5. Produce colored GIS-type maps noting shortage areas, at the town level, and list towns, hospitals, health centers, and other health facilities within each type of shortage area. Maps must be compatible with Microsoft and PDF formats.
  - 2.6. Provide information, assistance or updates to interested parties in areas under review for shortage designations. Notify all known interested parties following the (HPSA and MUA/P) determined designation. Be available for follow-up questions or inquiries regarding a completed shortage designation application.
  - 2.7. Submit all data and FTEs associated with an update cycle prior to the cycle opening date determined by the SDB.
  - 2.8. Assist the PCO with the Mental Health Catchment Area (MHCA) Plans update, due to the SDB by July 30, 2014 (or other date determined by HRSA), and in submitting a rationale for Mental Health HPSA requests not reflected in the MHCA Plan.
  - 2.9. Analyze annual physician workforce survey data collected by the Health Professions Workforce Data Center (HPWDC) and enter data into HRSA's Shortage Designation Management System (SDMS) to determine NH shortage areas;
  - 2.10. Assist the Primary Care Workforce Program Manager with annual health professions workforce issue briefs.
  - 2.11. Work with DPHS and the NH health professions licensing boards, as appropriate, and develop recurrent health workforce surveys of licensed, primary care providers in NH.
  - 2.12. Work with DPHS to obtain Medicaid Claims data in order to determine FTEs to enter into the SDMS and to cross-reference with the HPWDC data for accuracy.
  - 2.13. Upload National Provider Identification (NPI) data into the HPWDC, if appropriate, to pre-populate data fields.
  - 2.14. Participate in other health workforce activities as determined in conjunction with DPHS.
  - 2.15. Conduct an overall statewide primary care assessment that identifies communities with the greatest unmet health care needs, disparities, and health workforce shortages, and also identifies key barriers to access health care for these communities. Using available databases and through additional data analysis, the assessment will identify geographic areas and populations at county and sub-county levels that: Lack access to preventive and primary care services;
  - 2.16. Experience major health disparities (i.e., diabetes, asthma, depression);
  - 2.17. Experience shortage of primary care providers and other staff;
  - 2.18. Experience a high rate of provider turnover;
  - 2.19. Would benefit from NHSC providers, loan repayors, scholars, and/or other recruitment assistance;
  - 2.20. Experience key barriers to access to health care (i.e. waiting time, travel time);



## Exhibit A

- 2.21. Demonstrate the highest need for health services, such as levels of poverty, infant mortality, low-birth weights, life expectancy, percent or number unserved and underserved, designation as a medically underserved area or population (MUA/P) or health professional shortage area (HPSA);
- 2.22. Have a high number of individuals with special needs (e.g., homeless persons, public housing residents, low-income school children); or
- 2.23. May qualify for a HPSA or MUA/P designation but currently have none.

### 3. Compliance

The Contractor is required to:

- 3.1. Attend meetings with representatives from Rural Health and Primary Care and/or other state officials to report on program progress and financial accountability;
- 3.2. Provide a written progress report on a semi-annual and annual basis, as well as at the end of the contract. The report should outline progress on all deliverables, goals, objectives, and performance measures, and define any problems with attaining desired results.

### 4. Work Plan

- 4.1. The Contractor shall provide a work plan that demonstrates their plan for the required activities and a timeline with clearly identified target dates for each year. The work plan must be submitted within 30 days of the effective date of the contract. The work plan will be used to assure progress towards meeting the performance measures and the overall program objectives and goals. At intervals specified by DHHS, the Contractor will report on their progress towards meeting the performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the contract.

### 5. Performance Indicators/Measures

- 5.1. Conduct an overall statewide primary care needs assessment.
- 5.2. Complete designations and re-designations, as appropriate, by a given federal deadline.
- 5.3. Provide an analysis of demographic data and renewal dates to determine other areas for designation or re-designation.
- 5.4. Develop recurrent health workforce surveys for the HPWDC.
- 5.5. Upload accurate HPWDC data into the SDMS by the given federal deadline.

*AS*

*C.25.14*



## Exhibit A

### 6. Staffing

The Contractor is required to provide staffing to fulfill the roles and responsibilities to support activities of this project. The Contractor shall address the details to the following requirements to ensure adequate staffing is provided.

- 6.1. Provide sufficient staff to perform all tasks specified in this contract. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion.
- 6.2. The Contractor shall ensure that all staff has appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
- 6.3. The Contractor shall develop a Staffing Contingency Plan including but not limited to:
  - a. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
  - b. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
  - c. Discussion of time frames necessary for obtaining replacements;
  - d. Contractor's capabilities to provide, in a timely manner, replacement staff with comparable experience; and
  - e. The method of bringing replacement staff up-to-date regarding the activities of this project.
- 6.4. Include staffing models that will be used by the subcontractors, if applicable.





**Exhibit B**

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- 5) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
- 6) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 7) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
- 8) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B – Methods and Conditions Precedent to Payment\_Contractor Initials AS

## Exhibit B-1 (SFY 2015) Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI Research and Training Institute Inc. dba Comrr

Budget Request for: NH Health Workforce & Primary Care Access Data  
(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 22,033.77	\$ -	\$ 22,033.77	
2. Employee Benefits	\$ 8,372.83	\$ -	\$ 8,372.83	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 650.00	\$ -	\$ 650.00	
Repair and Maintenance	\$ 650.00	\$ -	\$ 650.00	
Purchase/Depreciation	\$ 650.00	\$ -	\$ 650.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,101.60	\$ -	\$ 1,101.60	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ 2,203.38	\$ -	\$ 2,203.38	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 108.42	\$ -	\$ 108.42	
Postage	\$ 30.00	\$ -	\$ 30.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	Indirect: Information Systems (3% of budget total); Human Resources (2%); General Administration (2%); and Payroll and Accounting (3%) TOTAL=10%
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Information Systems (indirect) 3%	\$ -	\$ 1,074.00	\$ 1,074.00	
Human Resources (indirect) 2%	\$ -	\$ 716.00	\$ 716.00	
General Administration (indirect) 2%	\$ -	\$ 716.00	\$ 716.00	
Payroll and Accounting (indirect) 3%	\$ -	\$ 1,074.00	\$ 1,074.00	
<b>TOTAL</b>	<b>\$ 35,800.00</b>	<b>\$ 3,580.00</b>	<b>\$ 39,380.00</b>	

Indirect As A Percent of Direct

10.0%

Exhibit B-1 - 2015 Budget

Contractor Initials:                     

Date:

## Exhibit B-1 (SFY 2016) Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI Research and Training Institute Inc. dba Comrr

Budget Request for: NH Health Workforce & Primary Care Access Data  
(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 17,799.38	\$ -	\$ 17,799.38	
2. Employee Benefits	\$ 6,763.76	\$ -	\$ 6,763.76	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 525.08	\$ -	\$ 525.08	
Repair and Maintenance	\$ 525.08	\$ -	\$ 525.08	
Purchase/Depreciation	\$ 525.08	\$ -	\$ 525.08	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 889.97	\$ -	\$ 889.97	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ 1,779.71	\$ -	\$ 1,779.71	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 143.76	\$ -	\$ 143.76	
Postage	\$ 30.00	\$ -	\$ 30.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Information Systems (indirect) 3%	\$ -	\$ 869.45	\$ 869.45	Indirect: Information Systems (3% of budget total); Human Resources (2%); General Administration (2%); and Payroll and Accounting (3%) TOTAL=10%
Human Resources (indirect) 2%	\$ -	\$ 579.64	\$ 579.64	
General Administration (indirect) 2%	\$ -	\$ 579.64	\$ 579.64	
Payroll and Accounting (indirect) 3%	\$ -	\$ 869.45	\$ 869.45	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 28,981.82</b>	<b>\$ 2,898.18</b>	<b>\$ 31,880.00</b>	

Indirect As A Percent of Direct

10.0%

Exhibit B-1 - 2016 Budget

Contractor Initials: JS

Date: 6-25-14



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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 these 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 affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

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

4. Insurance

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

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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

6.25.14  
Date

  
Name: Jonathan Stewart  
Title: Director



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

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

6.25.14  
Date

  
Name: Jonathan Stewart  
Title: Director



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

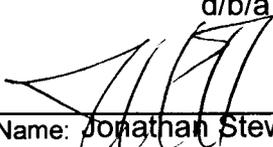
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

6.25.14  
Date

  
Name: Jonathan Stewart  
Title: Director



**CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

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

6.25.14  
Date

  
Name: Jonathan Stewart  
Title: Director



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

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

6.25.14  
Date

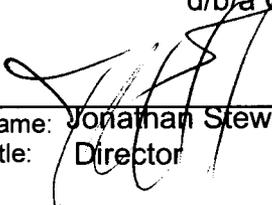
  
Name: Jonathan Stewart  
Title: Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

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6.25.14



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.

**(3) 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

Handwritten initials of the contractor, appearing to be 'G. J. 4'.



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



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

Handwritten signature of the contractor, appearing to be 'A' or similar initials.

6-25-14



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.

*JK*

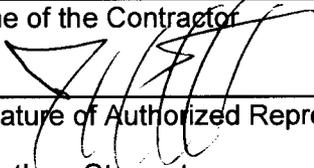
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Exhibit I

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

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

<u>Department of Health and Human Svcs</u> <u>The State</u>  <u>Signature of Authorized Representative</u> <u>Brook Dupee</u> <u>Name of Authorized Representative</u> <u>Bureau Chief</u> <u>Title of Authorized Representative</u> <u>6/24/14</u> <u>Date</u>	<u>JSI Research &amp; Training Institute, Inc.</u> <u>d/b/a Community Health Institute</u> <u>Name of the Contractor</u>  <u>Signature of Authorized Representative</u> <u>Jonathan Stewart</u> <u>Name of Authorized Representative</u> <u>Director</u> <u>Title of Authorized Representative</u> <u>6.25.14</u> <u>Date</u>
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**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

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

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

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

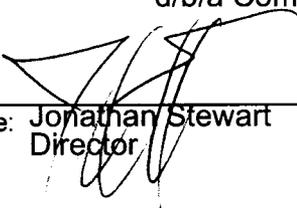
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

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

6.25.14  
Date

  
Name: Jonathan Stewart  
Title: Director



**FORM A**

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

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

           NO                        X   YES

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

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

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

           NO                        X   YES

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

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

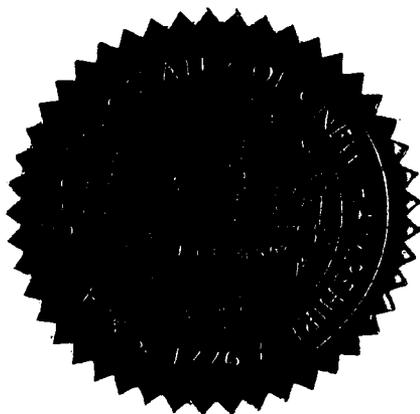
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 on March 29, 2007 and that JSI RESEARCH AND TRAINING INSTITUTE, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12<sup>th</sup> day of May, A.D. 2014

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

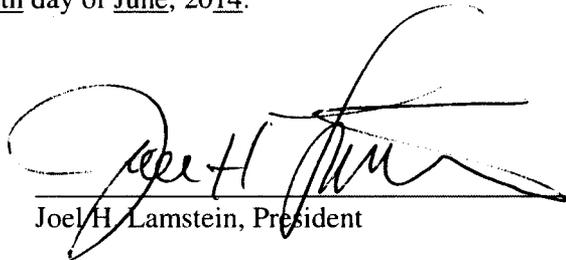
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

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

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

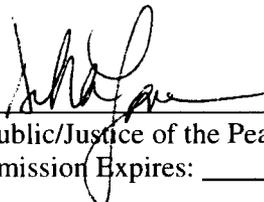
3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 25, 2014.

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 25th day of June, 2014.

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

STATE OF New Hampshire  
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 25th day of June, 2014 by Joel H. Lamstein.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_  
DEBRA L. LOVE, Notary Public  
My Commission Expires October 16, 2018





JOHNSNO-01

DMEANEY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2014

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 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).

<b>PRODUCER</b> Mason & Mason Technology Insurance Services, Inc. 458 South Ave. Whitman, MA 02382	<b>CONTACT NAME:</b> Judy Yeary <b>PHONE (A/C, No, Ext):</b> (781) 447-5531 <b>E-MAIL ADDRESS:</b> JYeary@masoninsure.com	<b>FAX (A/C, No):</b> (781) 447-7230
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  JSI d/b/a Community Health Institute 501 South Street 2nd Floor Bow, NH 03304	<b>INSURER A:</b> Federal Insurance Company	<b>NAIC #</b> 20281
	<b>INSURER B:</b> Executive Risk Indemnity	<b>NAIC #</b> 35181
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <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		35873320	09/09/2013	09/09/2014	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73546634	09/09/2013	09/09/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$ 1,000,000
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$ 1,000,000
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		79861066	09/09/2013	09/09/2014	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	71733182	09/09/2013	09/09/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-EP
						E L EACH ACCIDENT	\$ 500,000
						E L DISEASE - EA EMPLOYEE	\$ 500,000
						E L DISEASE - POLICY LIMIT	\$ 500,000
A	Directors & Officers		81595534	09/09/2013	09/09/2014	Gen Agg/Each Occ	3,000,000
B	Errors & Omissions		82120859	09/09/2013	09/09/2014	Gen Agg/Each Occ	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

It is understood and agreed that the State of 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 the policy.

**CERTIFICATE HOLDER****CANCELLATION**

State of 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

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

**Audited Consolidated Financial Statements and Reports  
Required by Government Auditing Standards and OMB Circular A-133**

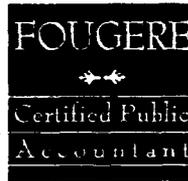
**September 30, 2013**

**JSI Research and Training Institute, Inc. and Affiliate  
September 30, 2013**

**TABLE OF CONTENTS**

	<b>Page</b>
<b>Independent Auditor's Report</b> .....	1 - 3
<b>Financial Statements:</b>	
Consolidated Statement of Financial Position.....	4
Consolidated Statement of Activities.....	5
Consolidated Statement of Functional Expenses.....	6
Consolidated Statement of Cash Flows.....	7
Notes to Consolidated Financial Statements.....	8 - 20
<b>Supplementary Information:</b>	
Schedule of Expenditures of Federal Awards.....	21 - 36
Notes to Schedule of Expenditures of Federal Awards.....	37 - 38
<b>Other Reports:</b>	
Independent Auditor's Report on Internal Control Over Financial Reporting and On Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> .....	39 - 40
Independent Auditor's Report on Compliance For Each Major Program and on Internal Control Over Compliance Required By OMB Circular A-133.....	41 - 43
Schedule of Findings and Questioned Costs.....	44
Status of Prior Year's Findings and Questioned Costs.....	45

NORMAN R. FOUGERE, JR. CPA  
99 HERITAGE LANE  
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## **INDEPENDENT AUDITOR'S REPORT**

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

### **Report on the Consolidated Financial Statements**

We have audited the accompanying consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate (both non-profit organizations), which comprise the consolidated statement of financial position as of September 30, 2013, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

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

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

### **Auditor's Responsibility**

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

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

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

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

### **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of JSI Research and Training Institute, Inc. and Affiliate as of September 30, 2013, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole.

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

In accordance with *Government Auditing Standards*, we have also issued a report dated March 17, 2014, on our consideration of JSI Research and Training Institute, Inc. and its affiliate's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit

performed in accordance with *Government Auditing Standards* in considering JSI Research and Training Institute, Inc. and its affiliate's internal control over financial reporting and compliance.

A handwritten signature in black ink, appearing to read "Samuel R. Fungo, CPA". The signature is written in a cursive style with a large initial 'S' and 'F'.

Duxbury, Massachusetts  
March 17, 2014

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
September 30, 2013

	<b>2013</b>
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	\$ 40,491,257
Receivables for program work	5,530,251
Loans receivable	330,711
Field advances - program	2,855,789
Employee advances	181,854
Prepaid expenses	3,864
Total Current Assets	49,393,726
Property and Equipment:	
Furniture and equipment	625,102
Leasehold improvements	30,355
	655,457
Less: Accumulated depreciation	(585,250)
Net Property and Equipment	70,207
Other Assets	80,198
<b>TOTAL ASSETS</b>	<b>\$ 49,544,131</b>
<b>LIABILITIES AND NET ASSETS</b>	
Current Liabilities:	
Accounts payable and payroll withholdings	\$ 4,013,743
Accrued vacation	1,456,613
Advances for program work	24,753,370
Loans payable	-
Notes payable	-
Contingencies	-
Total Current Liabilities	30,223,726
Net Assets:	
Unrestricted	19,315,405
Temporarily restricted	5,000
Total Net Assets	19,320,405
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 49,544,131</b>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF ACTIVITIES**  
Year Ended September 30, 2013

	<b>2013</b>
<b>UNRESTRICTED NET ASSETS:</b>	
Public Support and Revenue	
Public Support:	
Government grants and contracts:	
U.S. Government	\$ 151,661,231
Commonwealth of Massachusetts	5,293,338
Other grants and contracts	40,181,675
Program income	125,762
Contributions	261,260
In kind project contributions	10,537,825
Interest income	47,775
Total Unrestricted Support and Revenue	208,108,866
 Expenses	
Program Services:	
International programs	171,082,230
Domestic programs	12,226,257
Total Program Services	183,308,487
Supporting Services:	
Management and General	21,788,613
Fundraising	219,210
Total Supporting Services	22,007,823
Total Expenses	205,316,310
 Increase (Decrease) in Unrestricted Net Assets	 2,792,556
 Net Assets at Beginning of Year	 16,527,849
 Net Assets at End of Year	 \$ 19,320,405

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate  
**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**  
 Year Ended September 30, 2013

	PROGRAM SERVICES			SUPPORTING SERVICES			TOTAL EXPENSES
	International Programs	Domestic Programs	Total	Management And General	Fundraising	Total	
Salaries	\$ 18,109,419	\$ 6,124,528	\$ 24,233,947	\$ 4,978,668	\$ 148,767	\$ 5,127,435	\$ 29,361,382
Consultants	10,904,636	3,112,850	14,017,486	1,129,284	20,269	1,149,553	15,167,039
Cooperating National Salaries	25,215,846	-	25,215,846	394,291	-	394,291	25,610,137
Travel	10,045,652	536,038	10,581,690	625,268	(168)	625,100	11,206,790
Allowance & Training	6,019,126	2,247	6,021,373	268,858	-	268,858	6,290,231
Sub-contracts	38,240,080	1,148,501	39,388,581	-	37	37	39,388,618
Equipment, Material and Supplies	4,426,228	53,801	4,480,029	313,936	920	314,856	4,794,885
Other Costs	47,583,418	1,248,292	48,831,710	14,066,276	49,385	14,115,661	62,947,371
In-kind project expenses	10,537,825	-	10,537,825	-	-	-	10,537,825
Depreciation	-	-	-	12,032	-	12,032	12,032
<b>TOTAL EXPENSE</b>	<b>\$ 171,082,230</b>	<b>\$ 12,226,257</b>	<b>\$ 183,308,487</b>	<b>\$ 21,788,613</b>	<b>\$ 219,210</b>	<b>\$ 22,007,823</b>	<b>\$ 205,316,310</b>

6 See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF CASH FLOWS**  
Year Ended September 30, 2013

	<b>2013</b>
<b>Cash Flows From Operating Activities:</b>	
Increase (Decrease) in net assets	\$ 2,792,556
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	12,032
(Increase) Decrease in receivables for program work	(2,979,106)
(Increase) Decrease in loans receivable	(330,711)
(Increase) Decrease in field advances - program	(706,652)
(Increase) Decrease in employee advances	3,766
(Increase) Decrease in other assets - deposits	762
Increase (Decrease) in accounts payable and payroll withholdings	1,203,439
Increase (Decrease) in accrued vacation	93,070
Increase (Decrease) in advances for program work	<u>2,883,650</u>
Net Cash Provided (Used) By Operating Activities	2,972,806
<b>Cash Flows From Investing Activities:</b>	
Acquisition of property and equipment	<u>(34,047)</u>
Net Cash Provided (Used) By Investing Activities	(34,047)
<b>Cash Flows From Financing Activities:</b>	
Proceeds from loans payable	2,910,553
Payments of loans payable	<u>(3,395,271)</u>
Net Cash Provided (Used) By Financing Activities	<u>(484,718)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	2,454,041
<b>Cash and Cash Equivalents at Beginning of Year</b>	<u>38,037,216</u>
<b>Cash and Cash Equivalents at End of Year</b>	<u><b>\$ 40,491,257</b></u>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**September 30, 2013**

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

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

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

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

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

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

**Principles of Consolidation**

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

**Basis of Accounting**

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

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

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

**Use of Estimates**

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

**Fair Value**

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

**Cash and Cash Equivalents**

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

**Investments**

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

**Property and Equipment**

Property and equipment is reported on the basis of cost less accumulated depreciation. Acquisitions of property and equipment in excess of \$1,500 are capitalized. Depreciation is computed using the straight-line method calculated to extinguish the book value of the respective assets over their estimated useful lives (5 - 7 years) of the related assets.

**Revenue Recognition**

Unrestricted and restricted contributions are recognized as revenue at the date the pledge is made or the gift is received, whichever is earlier. Revenue from cost reimbursement contracts and grants is recorded as the related expenditures are incurred.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

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

**Contributions**

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

**Donated Materials and Services**

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

**Income Taxes**

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

The Organization has evaluated its tax positions and believes that there would be no material changes to the results of its operations or financial position as a result of an audit by the applicable taxing authorities, federal or state. The Organization has filed all of its known and required returns in a timely manner including as permitted allowed extensions. Following administrative practice of the taxing authorities, the tax years 2010, 2011, 2012 and 2013, remain open years subject to examination and review.

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

**Functional Allocation of Expenses**

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

**Financial Statement Presentation**

In accordance with accounting principles generally accepted in the United States of America, the Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based upon the existence or absence of donor imposed restrictions. For the

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

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

year ended September 30, 2013 there was no activity in temporarily restricted or permanently restricted net assets.

**NOTE 3 – CONCENTRATION OF CREDIT RISK**

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

**NOTE 4 – INVESTMENTS**

**Fair Value**

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

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

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

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

**NOTE 4 – INVESTMENTS - continued**

The following is a summary of fair values of investments which are measured on a recurring basis using Level 1 inputs as recorded in the Consolidated Statement of Financial Position at September 30, 2013:

Current assets:	
Cash and cash equivalents (invested)	<u>\$ 22,195,838</u>
	<u>\$ 22,195,838</u>

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

The following schedule summarizes the investment return and its classification in the Consolidated Statement of Activities for the year ended September 30, 2013:

	<u>Unrestricted</u>
Interest income	<u>\$ 47,775</u>
Total investment return	<u>\$ 47,775</u>

**NOTE 5 – RECEIVABLES FOR PROGRAM WORK**

Receivables for program work are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectable amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for doubtful accounts at September 30, 2013 was \$0.

Receivables for program work consist of the following at September 30, 2013:

U.S. Agency for International Development	\$ 1,964,024
Commonwealth of Massachusetts	827,417
Other - non-governmental	<u>2,738,810</u>
	<u>\$ 5,530,251</u>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

**NOTE 6 – LOANS RECEIVABLE**

Loans receivable consist of various unsecured short-term loans, due on demand, from John Snow, Inc., a related party (See NOTE 17). No interest is charged on the loans. The loans receivable balance at September 30, 2013 is \$330,711.

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

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

	<b>Cost</b>	<b>Accumulated Depreciation</b>	<b>Net</b>
Furniture and equipment	\$ 625,102	\$ (559,557)	\$ 65,545
Leasehold Improvements	30,355	(25,693)	4,662
	<b>\$ 655,457</b>	<b>\$ (585,250)</b>	<b>\$ 70,207</b>

Depreciation expense was \$12,032 for the year ended September 30, 2013.

**NOTE 8 – OTHER ASSETS**

Other assets consist of the following at September 30, 2013:

Deposits	\$ 43,253
Artwork - donated	36,945
	<b>\$ 80,198</b>

**NOTE 9 – ACCRUED VACATION**

In accordance with formal policies, vacation was accrued at September 30, 2013 as follows:

JSI Research and Training Institute, Inc.	\$ 1,142,159
World Education, Inc. (Affiliate)	314,454
	<b>\$ 1,456,613</b>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

**NOTE 10 – ADVANCES FOR PROGRAM WORK**

Advances for program work consist of the following at September 30, 2013:

U.S. Agency for International Development	\$ 3,151,531
U.S. Dept. of Health and Human Services	83,811
Other - non-governmental	<u>21,518,028</u>
	<u>\$ 24,753,370</u>

**NOTE 11 – LOANS PAYABLE**

Loans payable consist of various unsecured short-term loans, payable on demand, from John Snow, Inc., a related party (See NOTE 17). No interest is charged on the loans. The loans payable balance at September 30, 2013 is \$0.

**NOTE 12 – NOTES PAYABLE**

Citizens Bank

World Education, Inc. (Affiliate) has a revolving line of credit established February 3, 2004 with Citizens Bank of Massachusetts with a borrowing limit of up to \$500,000. The revolving line of credit was renewed on March 20, 2013. 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 December 31, 2013 and annually thereafter contingent upon performance. The loan is collateralized by a first priority interest in all the assets of World Education, Inc. No funds were borrowed during the year and as a result, as of September 30, 2013, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended September 30, 2013.

John Snow, Inc.

World Education, Inc. (Affiliate) has an unsecured revolving line of credit established September 1, 2007 with John Snow, Inc. (a related party) with a borrowing limit of up to \$1,000,000. The loan was renewed on July 1, 2013. 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, 2016. The loan is not collateralized. No funds were borrowed during the year and as a result, as of September 30, 2013, the outstanding balance is \$0. No interest was incurred on this loan during the year ended September 30, 2013. (See NOTE 17)

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

**NOTE 13 – CONTINGENCIES**

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

JSI Research and Training Institute, Inc. is a co-borrower of a demand loan with no balance due at September 30, 2013. Management believes that the co-borrower is current on the loan and that its collateral exceeds the balance due. (See NOTE 17)

**NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS**

At September 30, 2013, the Welthy Fisher Fund of World Education, Inc. is the beneficiary of an irrevocable life income trust agreement. Under the terms of the agreement, the donor will receive either a fixed percentage of the initial fair market value of the gift or the actual income earned by the trust. Upon the death of the donor, the funds are released to World Education, Inc. for its unrestricted use.

No assets were released from donor restriction by occurrence of events specified by the donor during the year ended September 30, 2013. The temporarily restricted net assets balance at September 30, 2013 is \$5,000.

**NOTE 15 – SURPLUS REVENUE RETENTION**

In accordance with the Massachusetts Division of Purchased Services (DPS) Regulation, 808 CMR 1.19 (3), a nonprofit provider of services is allowed to retain a portion of its excess of support and revenue over expenses in a fiscal year (the “surplus”). A nonprofit provider may retain as its surplus up to 5% of its total revenue from Commonwealth of Massachusetts purchasing agencies during any fiscal year. In addition, a nonprofit provider may retain a cumulative amount of surplus over a period of years not to exceed 20% of the prior year’s total support and revenue from Commonwealth of Massachusetts purchasing agencies and the cumulative surplus must be segregated as surplus retention net assets. A current year surplus which exceeds the 5% level or a cumulative surplus exceeding the 20% amount may be: 1) reinvested in program services as stipulated by the purchasing agencies; 2) recouped or; 3) used by the Commonwealth to reduce the price of future contracts.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

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

The following summarizes the Company's calculation of the surplus for fiscal year 2013 and on a cumulative basis:

	<u>Surplus Retention Net Assets</u>	<u>Other Net Assets</u>	<u>Total Net Assets</u>
Beginning of Year	\$ 524,405	\$ 16,003,444	\$ 16,527,849
Current Year	<u>122,685</u>	<u>2,669,871</u>	<u>2,792,556</u>
End of Year	<u>\$ 647,090</u>	<u>\$ 18,673,315</u>	<u>\$ 19,320,405</u>

**NOTE 16 – COMMONWEALTH OF MASSACHUSETTS**

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

Accrued (deferred) Revenue at October 1, 2012	\$ 653,636
Receipts	(5,119,557)
Disbursements/expenditures	<u>5,293,338</u>
Accrued (deferred) Revenue at September 30, 2013	<u>\$ 827,417</u>

**NOTE 17 – RELATED PARTY TRANSACTIONS**

**John Snow, Inc.**

JSI Research and Training Institute, Inc. (an exempt organization) and John Snow, Inc. (a non-exempt corporation) purchase consulting services from each other. Mr. Joel Lamstein is President and Director of both organizations, and is the sole stockholder of John Snow, Inc. The two companies bill each other at the same rates that they bill the federal and state governments. During the year ended September 30, 2013, John Snow, Inc. billed JSI Research and Training Institute, Inc. \$15,408,528 for consulting services (technical support). This amount is reflected under the program services-consulting line item on the statement of functional expenses. In addition, JSI Research and Training Institute, Inc. performed consulting services (technical support) for John Snow, Inc. totaling \$8,871,652.

The two companies also share facilities and pool various overhead expenses. For the year ended September 30, 2013, JSI Research and Training Institute, Inc. incurred \$15,551,582 of overhead expenses (supporting services), of which \$4,193,889 was its share of John Snow, Inc. incurred costs.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

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

JSI Research and Training Institute, Inc. is a co-borrower with John Snow, Inc. on a commercial demand loan-revolving line of credit with an expiration date of November 30, 2013, which allows for borrowings up to \$6,500,000. The loan is collateralized by a security agreement with a first position lien on all corporate assets of JSI Research and Training Institute, Inc. and John Snow, Inc. including assignment of promissory notes and security documents between the two companies. Interest is charged by utilizing a fluctuating rate based on LIBOR (Advantage) plus two percent (2.00%) payable monthly in arrears, which at September 30, 2013 was 2.2142%. At September 30, 2013, a balance of \$0 was outstanding on the loan. Management believes the loan payable will be extended, when due, under similar terms and conditions.

The Organization has various unsecured short-term loans receivable, due on demand, from John Snow, Inc. No interest is charged on the loans. The loans receivable balance at September 30, 2013 is \$330,711.

World Education, Inc. (Affiliate) has an agreement with John Snow, Inc. whereby John Snow, Inc. will provide administrative and technical support as deemed necessary by World Education, Inc.'s Board of Trustees. Transactions with John Snow, Inc. for the year ended September 30, 2013 are summarized as follows:

Administrative and technical support	\$ 673,546
Other direct charges (including rent of \$720,135)	<u>1,024,389</u>
	<u>\$ 1,697,935</u>

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

World Education, Inc. provided services to John Snow, Inc. during the year ended September 30, 2014 totaling \$382,527 and was recorded as revenue in the consolidated statement of activities.

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

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

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

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

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

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

PSCM has been awarded a U.S. government contract to procure and deliver life-saving medicines and medical supplies to treat HIV/AIDS patients worldwide. The contract for the Supply Chain Management System project was awarded through the U.S. Agency for the International Development as part of the U.S. government's five-year, \$15 billion President's Emergency Plan for AIDS Relief.

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

During the year ended September 30, 2013, JSI Research and Training Institute, Inc. billed PSCM \$45,864,166 for services performed.

**Other**

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

The Manoff Group, Inc. (a non-exempt corporation; 40% owned by John Snow, Inc.)	\$ 957,540
	<u>\$ 957,540</u>

**NOTE 18 – RETIREMENT PLANS**

JSI Research and Training Institute, Inc. has a defined contribution profit sharing/401(K) plan covering substantially all its employees. Employee contributions are voluntary. Employer contributions are based on a percentage (10% - 15% depending on length of service) of salary. The Plan was effective April 11, 1979. Pension expense was \$2,355,705 for the year ended September 30, 2013.

World Education, Inc. (Affiliate) provides retirement benefits to substantially all employees under a plan. World Education, Inc.'s contributions of 7 percent of employee salaries are used to purchase individual annuities. Additional voluntary contributions may be made by the employees. Participants of the plan are fully and immediately vested when contributions are made. Pension costs incurred by World Education, Inc. were \$335,395 in the year ended September 30, 2013.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

**NOTE 19 – COMMITMENTS**

**Operating Leases**

The JSI Research and Training Institute, Inc. leases space for general offices under operating leases expiring from 2013 through 2018. The leases contain renewal options for periods of up to 5 years.

During the year ended September 30, 2013, rentals under long-term lease obligations were \$454,300. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2013 are:

<u>Year Ended September 30,</u>	
2014	\$ 459,904
2015	469,786
2016	384,243
2017	258,901
2018	170,468
Thereafter	-
	<u>\$ 1,743,302</u>

World Education, Inc. (Affiliate) leases space for general offices on a year-to-year basis. Rent expense for the year ended September 30, 2013 was \$805,192

**NOTE 20 – CONCENTRATION OF FUNDING**

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

The Organization received 10% or more of its revenues and support from the following sources for the year ended September 30, 2013:

	<u>Income Received</u>	<u>% of Total Income</u>
U.S. Agency for International Development	\$ 97,666,087	46.93%
Partnership for Supply Chain Management, Inc.	<u>45,864,166</u>	<u>22.04%</u>
	<u>\$ 143,530,253</u>	<u>68.97%</u>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

**NOTE 21 – IN KIND PROJECT CONTRIBUTIONS**

The Organization receives donated materials and services consisting of commodities, facilities and equipment, and services for use in its programs from overseas collaborative private voluntary organizations and from foundations providing grants directly to a project. Donated materials and services totaled \$10,537,825 for the year ended September 30, 2013, and are reflected as In Kind Project Contributions on the Consolidated Statement of Activities and In Kind Project Expenses on the Consolidated Statement of Functional Expenses.

These contributions satisfy part of the matching requirements needed to obtain full funding on certain U.S. Agency for International Development grants. During the year ended September 30, 2013, the following donated materials and services received by the Organization have been used to fulfill matching requirements on active grants:

36346	Ethiopia SNL	\$ 307
36521	Uganda STAR-EC	2,398,751
36528	Nigeria Tship	6,076,103
36529	Ghana Focus	678,840
36662	Madagascar CBIHP	452,788
36697	SPRING	507,044
62304	Nepal	107,673
63068	Benin	121,832
63101	Senegal/Journalism	4,114
63114	Uganda	78,345
64024	Tanzania	105,520
64026	Uganda	2,318
64042	Uganda	4,179
64057	Zimbabwe	11
		<u>11</u>
		<b><u>\$ 10,537,825</u></b>

**NOTE 22 – SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through March 17, 2014, the date on which the consolidated financial statements were available to be issued. During this period, there were no subsequent events that require adjustment to the consolidated financial statements.

## **JSI Research & Training Institute, Inc.**

### **Mission Statement**

JSI Research & Training Institute, Inc. (JSI) exists to improve the health and well-being of underserved and vulnerable people and communities throughout the world, and to provide an environment where people of passion and commitment can pursue this cause.

## **Community Health Institute**

### **Mission Statement**

The Community Health Institute (CHI) is committed to improving the health and wellbeing of people and communities in Northern New England. We strive to assure the community conditions necessary to support people in their pursuit of healthy lives. We work with public and private sector clients to build capacity to carry out health improvement initiatives designed to meet community needs. We are successful when our work has a sustainable impact on individual and community ability to achieve desired health outcomes.



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

501

South Street

Second Floor

Bow

New Hampshire

03304



Voice: 603.573.3300



Fax: 603.573.3301



A Division of

JSI Research & Training

Institute, Inc.

A Nonprofit Organization

**Officers**

<u>Name</u>	<u>Title</u>	<u>Term</u>
Joel H. Lamstein	President	2014 - 2015
Joel H. Lamstein	Treasurer	2014 - 2015
Patricia Fairchild	Clerk	2014 - 2015
Joanne McDade	Assistant Clerk	2014 - 2015

**Board of Directors**

<u>Name</u>	<u>Term</u>
Joel H. Lamstein	2014 – 2015
Patricia Fairchild	2014 – 2015
Herbert S. Urbach	2014 – 2015
Norbert Hirschhorn	2014 – 2015



**New Hampshire's Public Health Institute**

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** JSI Research and Training Institute Inc. dba Community Health Institute

**Name of Bureau/Section:** Rural Hlth & Primary Care NH Hlth Workforce & Primary Care Access Data

BUDGET PERIOD		FISCAL YEAR		FUND	
NAME	JOB TITLE				
Eric Turer	Project Director	\$114,000	11.09%		
Diane Lewis	Project Manager	\$68,508	8.26%		
Steve Schaffer	GIS Analyst	\$83,004	2.17%		
Lisa Bryson	Project Assistant	\$37,008	5.22%		
		\$0	0.00%		
		\$0	0.00%		
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>					

BUDGET PERIOD		FISCAL YEAR		FUND	
NAME	JOB TITLE				
Eric Turer	Project Director	\$117,420	8.49%		
Diane Lewis	Project Manager	\$70,563	5.65%		
Steve Schaffer	GIS Analyst	\$85,494	2.17%		
Lisa Bryson	Project Assistant	\$38,118	5.22%		
		\$0	0.00%		
		\$0	0.00%		
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>					

# ERIC TURER

JSI/CHI, 501 South Street, Bow, New Hampshire 03304 (603) 573-3300

eturer@jsi.com

## EDUCATION

UNION COLLEGE, SCHENECTADY, NEW YORK  
*M.B.A., Health Care Administration, 1989*  
*B.S., Biology, 1989 (Five-year combined degree)*

## EXPERIENCE

**JSI/Community Health Institute, Bow, New Hampshire**  
*Senior Consultant, June 1994 to present*

Mr. Turer is an experienced project director, a skilled analyst, and an expert in issues pertaining to underserved populations, including rural health care delivery systems, community health centers, integrated delivery systems, and workforce adequacy. He has worked at all levels of the medical safety net system, with clients ranging from the key federal and state agencies responsible for medical access nationally, to individual providers and community organizations in underserved areas throughout the country. His projects cover a wide variety of services including community-based planning, health care needs assessment, program evaluation, policy development, operational improvement, and health services research. He possesses a strong mix of quantitative skills, including database analysis and design, statistical analysis, GIS (mapping), survey research, and pro-forma modeling, complimented by extensive experience using qualitative data collection methods. A sample of his key projects includes:

**NH Dept. of Health and Human Services, Primary Care Office, State Office of Rural Health; Concord, NH**  
Project Director for a long running series of contracts to support functions of the NH Primary Care Office. Mr. Turer has provided technical assistance on a wide variety of rural health issues and initiatives in the state for over a decade. Roles include evaluating and processing all New Hampshire applications for federal provider shortage designations. Mr. Turer also served the lead analyst and author of the NH Rural Health Analysis; a comprehensive study of available state data designed to highlight and quantify rural health disparities in the state. Mr. Turer also worked with the NH Board of Medicine and the Governor's office to implement the first statewide survey of physicians to better estimate provider capacity and community-level access. Our current contract expands the role to include development of ongoing provider licensing surveys for physicians and nurse practitioners, and development of a statewide Primary Care Assessment report focusing on areas facing various types of barriers to accessing primary care services.

**MA Department of Public Health; Boston, MA**

Project Director for a statewide effort to support the MA Primary Care Office in evaluating, obtaining, and maintaining HPSA & MUA/P designations. Under this project Mr. Turer has worked directly with the state Medicaid office to develop queries to permit Medicaid capacity to be evaluated using primary care and dental claims. JSI has developed the query logic and integrated the results with the CMS National Provider Identifier file to extract the claims of interest. The results are geocoded and incorporated into an integrated GIS-based project to rapidly assess designation potential.

**Bureau of Health Professions / Office of Policy Coordination; Washington, D.C.**

Project Director and Lead Analyst for a key HRSA regulatory initiative to revise the rules by which federal provider shortage and medical underservice designations are evaluated (including HPSAs, MUAs, & MUPs). Mr. Turer and his team has worked closely with the HRSA Bureau of Health Professions (BHPr) under a series of separately awarded contracts. This included a year-long effort working with a Negotiated Rulemaking Committee, comprised of 28 national experts and stakeholders in health care access. Mr. Turer had the lead role in working with the committee, presenting summaries to frame the issues under consideration, and conducting extensive analysis in support of the factors being considered and approaches to scoring and combining them, setting thresholds, and ultimately for evaluating the likely impact of the changes adopted on the nation overall, and on the existing safety net infrastructure. JSI worked with a diverse mix of government agencies, provider associations, universities, and advocacy organizations obtain data for the analyses. Outputs included custom impact analysis reports and a web-based interactive mapping system to explore results. Under a subsequent contract, JSI assisted an internal workgroup consisting of the HRSA Director and the leaders of key HRSA Bureaus, to complete the post-committee process to finish the regulation development. JSI has recently been awarded another contract to support internal governmental review, and ultimately is anticipated to work with state Primary Care Offices as the rule is published and implemented nationally.

**Bureau of Health Professions / National Center for Health Workforce Analysis; Washington, D.C.**

Project Director for a HRSA initiative to develop a detailed nationwide community-level estimate of the impact of the expansion of health insurance coverage under the Affordable Care Act, in terms of increased demand for primary care services and provider workforce adequacy. The project produced detailed geographic and demographic estimates of the increase in primary care demand resulting from ACA related coverage gains, compared to 'baseline' community level demand in the absence of the ACA in the years from 2014 to 2020. Baseline and incremental ACA related demand were then compared to the existing and projected supply of primary care providers to examine potential provider surpluses/deficits and the relationship of these to the ACA insurance expansion. These estimates were made nationally within key areas of interest to the agency, such as existing HPSA and MUA/MUP designation areas, Health Center service areas, and a nationwide definition of Primary Care Service Areas (PCSAs) covering all communities. The project was a partnership between JSI and the Urban Institute in which UI modeled the population transitioning from uninsurance to various forms of coverage in each year following ACA implementation. JSI developed estimates of the resulting changes in demand for primary care services, based on analysis of the Medical Expenditure Panel Survey, and applied small area estimation examine discrete service areas nationally. The results of the project were summarized in an extensive report which highlights the overall impact of the ACA on primary care supply and demand, and also documented the differential impact that expanded coverage will have in areas already designated as having provider shortages or issues of medical underservice.

**Bureau of Primary Health Care; Washington, D.C.**

Project Director for the nationwide collection 'Uniform Data System' (UDS) data from all BPHC affiliated grantees across the country from 2000-2004; Senior UDS Analyst from 2004 to present. Directed the transition of the UDS to a software based system. Integrally involved in the design of systems for collection, processing, editing, and reporting of the UDS data, as well as the design of the nationwide UDS training. Mr. Turer also developed the UDS Comparison Report, which provides benchmarking and performance improvement statistics back to the reporting centers based on the information collected. Mr. Turer was responsible for the development of the FQHC Service Area Overlap Analysis, including developing grantee reporting specifications, designing the data analysis, and development of a GIS driven tool to analyze the impact of the program nationwide, as well as to study unmet need and program impact at a very detailed geographic level. These results have been made available publicly via the web-based UDS Mapper, and JSI is frequently asked to run analyses in support grant reviews and resource allocation decisions by senior staff. Mr. Turer directed a similar project for the National Health Service Corps from 1999-2008 and also process UDS data for the FQHC Look-Alike and the Urban Indian Health programs.

**New England Rural Health Roundtable**

Project Director for a wide-ranging analysis of health and health related data for the 6-state New England region to identify and quantify disparities between rural and non-rural areas of the region, and at differing levels of remoteness within the rural areas. A wide range of socio-economic, demographic, and health status, outcomes, and behavioral information will be collected for the region and aggregated according to a RUCA-based rural definition tailored to reflect the rural nature of New England. As this project is partially an update and enhancement to a similar report produced by JSI for the NERHRT in 2007, the results will also include trends from the prior report and also add comparisons to national data. The results will be formatted for print publication and presented at the fall Symposium. It is funded by contributions to the NERHRT by each of the 6 State Offices of Rural Health.

**Healthy New Hampshire Foundation; Concord, NH**

Lead data analyst for an initiative to provide data on the location, quantity, and characteristics of the population eligible for various insurance coverage options under the Affordable Care Act. The analyses informed a statewide effort to target and coordinate outreach and enrollment efforts in the state. Through a sub-contract with the Urban Institute, JSI obtained model output describing the population eligible for Medicaid, subsidized Exchange coverage, and the small employer options within 11 PUMA regions statewide. Mr. Turer and his team then used demographic sub-groups to allocate the data down to the Census Tract level and to develop analyses comparing the current and planned Health Navigator and Assister capacity with the expected need at a local community level. The data were combined to produce a Gap Analysis that was used to allocate awarded resources to local agencies in areas showing a deficit in capacity. JSI also produced on-line maps to help ACA Assisters target potential enrollees, and to help the uninsured find help in getting enrolled. The project involved collaboration with the state insurance commission and a diverse group of statewide stakeholder groups.

**Bureau of Primary Health Care; Washington, D.C.**

Mr. Turer served as a key analyst for a project to evaluate and revise the criteria and scoring of the BPHC's Need For Assistance (NFA) worksheet, which forms the basis for objectively ranking need across communities and organizations applying for new resources. JSI reviewed the current data elements used for relevance, availability, and scoring, as well as developing new and additional metrics that would improve the results. In addition, Mr. Turer also had a lead role in developing impact analyses showing how the proposed revisions would affect the scoring and the ability differentiate need. He also helped analyze and revise approaches to BPHC priority scoring criteria.

# DIANE LEWIS

JSI/CHI, 501 South Street, Bow, New Hampshire 03304, 603-573-3309

dlewis@jsi.com

## EDUCATION

KEENE STATE COLLEGE, KEENE, NEW HAMPSHIRE

*Bachelor of Science, Occupational Safety, Minor in Management, Cum Laude, 1996*

## EXPERIENCE

JSI, Bow, New Hampshire

*Project Manager/Data Analyst, January 2000 to present*

Diane is highly experienced in data management and project management. She has been responsible for data management in many of JSI's largest information oriented projects, including both technical and organizational aspects of the work. She is a skilled user of analytic tools including spreadsheets, databases, statistical packages, and ArcGIS mapping software. She is also trained in the development of federal shortage designations and survey research techniques. *Selected projects:*

### **New Hampshire Department of Health and Human Services, Rural Health and Primary Care Section**

Junior Analyst for the healthcare workforce shortage designation process for the state of New Hampshire. Identify areas of the state that meet the federal criteria for Healthcare Professional Shortage Areas (HPSAs) and Medically Underserved Areas/Populations (MUA/Ps). Develop the GIS mapping and data structure that drives the evaluation of shortage designations, including data linkage to the HRSA Geospatial Data Warehouse, integration of other data sources, and geocoding of provider lists. Develop rational service areas using current definitions, compile provider lists using licensure lists and Medicaid claim data, locally assess capacity by connecting with area experts and surveying providers, and submit designation applications using the secure online Application Submission and Processing System (ASAPS). Develop online survey tools for evaluating the statewide physician, non-physician, mental health, and dental health workforce. Developed and compiled data used for evaluation of an overall statewide primary care assessment identifying communities with the greatest unmet health care needs, disparities, and health workforce shortages, and also identifies key barriers to access health care for these communities.

### **Massachusetts Department of Public Health, Primary Care Office (PCO)**

Junior Analyst for the Primary Care HPSA Designation process for the state of Massachusetts. Responsibilities include evaluation and development of service areas (use of American Community Survey (ACS) 5-year estimates, current licensure lists, and Medicaid data are applied), local capacity assessment, and use of shortage designation's online system (ASAPS) for designation applications. Previously performed a preliminary "feasibility" analysis to identify new dental, mental health and/or primary care HPSA potential and where HPSAs already exist. Creation of GIS mapping layers that demonstrated designations, target areas, demographic and low income statistics for evaluation. Identify and perform initial analysis for special population HPSA and facility-based HPSA for test cases. Generate a list of the most likely areas to be viable HPSA designation applications to Shortage Designation branch. Assist with providing a workplan and time line to identify and quantify the time and resources necessary to complete the entire proposed designation process from initial analysis through application submitted to the designation bureau. Identify obstacles and problem data areas.

### **Rhode Island Department of Health, Health Disparities & Access to Care Division**

Designation Analyst for several Health Professional Shortage Area (HPSA) designations required throughout the state of Rhode Island, including Primary, Dental, and Mental Health. Responsibilities included evaluation of population demographics (using ACS, 5-Year estimates), local provider capacity assessment, including out-of-state care, configuration of service areas that rationally identify socio-economic similarities, transportation and service patterns, and submission of designation applications to Shortage Designation branch for review using the online ASAP system.

### **Health Resources and Services Administration, National Center for Health Workforce Analysis**

Data Analyst for an initiative to estimate the impact of the expansion of health insurance coverage on primary care practitioner shortages through 2020. Assess provider capacity, including management and integration of the workforce licensure and national physician identifier databases (Physicians, PA, NP, and CNMs), review of the Clinician Supply Model (CSM) to obtain and apply baseline and growth projections, and apply discount factors based on validated local supply data. Analysis supports development of primary care provider supply modeling and local supply estimates.

**Health Resources and Services Administration, Bureau of Primary Health Care (BPHC)**

Project Manager, Trainer, and Reviewer for a major initiative to collect Uniform Data System (UDS) information from all BPHC Section 330-funded grantees, Look-Alike, and Nurse Managed programs across the country. Responsibilities include training health centers across the U.S. on the reporting requirements, use of tools, and resources available. Review of over 50 health center reports from three states/territories, provide technical assistance, interpret data, and provide recommendations for identified data reporting issues. Oversee ongoing operational aspects of the UDS collection cycle. Monitor progress and timelines of key deliverables as well as coordination with other contractors and BPHC staff around structural and contextual tasks such as the grantee lists, training materials for in-person, webinar, and pre-recorded on-line training modules; reference and reporting materials development; respond to reporting questions based on reporting requirements; identify online reporting system enhancements and modifications, negotiate timeline and deliverables with BPHC staff and contractors; develop comprehensive reports to provide feedback and reference for grantees and BPHC staff on data submitted; conduct extensive data analysis using submitted data and responding to emerging data needs from the BPHC, including service area overlap and new access point requests. The service area analysis uses a comprehensive GIS mapping tool to evaluate service areas, target populations, unserved populations, and dominance for nearly 1,300 programs.

**Health Resources and Services Administration, Bureau of Health Professions, Shortage Designation Branch**  
Data Analyst for a major initiative to revise and consolidate the rules by which federal shortage area designations are evaluated (including Health Professional Shortage Areas (HPSAs), Medically Underserved Areas (MUAs), and Medically Underserved Populations (MUPs)). Conduct extensive analysis of U.S. census and provider data, with a primary focus on the analysis of provider level data in support of the factors being considered for inclusion in the rules, and ultimately for evaluating the likely impact of changes adopted on the existing safety net infrastructure nationwide. Review, document, and determine provider capacity, based on national licensure lists and national provider identifier (NPI) downloadable file, used for review of provider-to-population ratios. This analysis uses comprehensive database and GIS mapping tools to evaluate shortage areas, target populations, and provider capacity nationally.

**COMPUTER SKILLS**

Proficient in Microsoft Office and ArcGIS Desktop

**TRAINING | PRESENTATION SKILLS**

- Bureau of Primary Health Care (BPHC) Uniform Data System (UDS) trainings; yearly throughout the United States, including U.S. territories.
- Analyzing your Service Area Using GIS: UDS Grantee Service Area Data; National Harbor, Maryland, *June 23, 2008*
- Wyman Way Co-op; Keene, New Hampshire, *March and April 1996*
  - Hazardous Communication
  - Fire Extinguishers

**AWARDS | CERTIFICATIONS**

First Aid and CPR trained  
Hazardous Materials Awareness, Level, *December 1993*  
Hazardous Materials Operations, Level, *May 1996*  
Dean's List, *Fall 1993 through Spring 1996*

# STEVE SCHAFFER

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

sschaffer@jsi.com

## EDUCATION

UNIVERSITY OF FLORIDA, GAINESVILLE, FLORIDA  
*Masters work in Geography (All but Thesis)*

MARY WASHINGTON UNIVERSITY, FREDERICKSBURG, VIRGINIA  
*BA, Political Science, 1996*

## EXPERIENCE

JSI, Boston, Massachusetts  
*Lead GIS Analyst, 2010*

### **HPSA/MUA/P Shortage Designation**

GIS lead for mapping and analysis for the project included: Gathering Census demographic and health access related data at multiple geographic levels and mapping the results, conducting a small area analysis to provide model testing inputs at any geographic area, building impact testing models, linked in GIS to maps, that provided detailed indicators on the impact of designation method changes, designed interactive web mapping of model test results, conducted network and other spatial analysis to identify rational service areas and analyzed, in GIS, the relationship between current federal resources and new impact testing designation areas. Coordinated with HRSA staff on the building and results analysis of impact testing models.

### **Primary care Utilization Surge from Affordable care Act**

Mapping and analysis support for the project included: Spatial Analysis to estimate the Primary care utilization increase expected from full implementation of the Affordable Care Act. This included integrating demographic data and predictive model output at the local level and presenting results in detailed maps. Conducted a small area analysis to spread expected coverage gainers from Census PUMA5 areas to small local geographies based on age and income factors.

### **UDS Service Area Mapping & Analysis**

Creation of service area and penetration mapping for the Uniform Data System (UDS) project. This included creating service areas, mapping and applying the results to analyze the effectiveness and rationality of service areas. GIS methods include spatial overlay geo-tagging linking zip codes with Zip Code Tabulation Areas (ZCTA), make table queries to create grantee specific overlapping service areas from non-unique grantee by ZCTA tables, minimum bounding envelopes to identify irrational service areas and data-driven pages that focus on one grantee's patient origin service area at a time.

### **Interactive Web Mapping**

Created interactive web mapping applications that allow clients and the public to explore mapped information, search by addresses or postal codes, pan, zoom and identify on map features. A web map for New Hampshire Affordable Care Act implementation thematically displayed eligibility across insurance types and locations of assisters and brokers. A map for Project Angel Heart, a service that provides free meals to people with life-threatening illnesses in Denver and Colorado Springs, displays the current and projected need for services by disease by multiple delivery zones.

### **Needs Assessments**

Demographic mapping and analysis in support of health center needs analysis for clinics and hospitals. Including GIS based small-area-estimation of uninsured using American Community Survey data.

### **Hazard Mitigation Mapping**

Geocoded facilities and hazards to assist in public health mitigation strategies for natural and man-made disasters. This included: mapping and analysis of floodplains, hazardous material sites, utilities, government and community support facilities, large gathering places, identification of possible shelters, special needs populations and potential evacuation routes.

**Nashua Regional Planning Commission, Merrimack, New Hampshire**  
*GIS Manager, 2004*

Manage the GIS program for the agency. Write reports and handle technical analysis. Responsible for the day-to-day operation of the GIS section, Project Management, GIS database management, map creation and analysis, and hiring, supervising, and evaluating of staff.

**University of Florida College of Health Professions, Gainesville, Florida**  
*GIS Consultant, 2002*

Conducted health related service area spatial analysis of Medicaid providers to identify gaps in medical coverage. Analyzed Census Demographic data to create a risk of no insurance atlas for the Florida KidCare Program.

## **Adjunct Academic Appointments**

**Plymouth State University, Plymouth, New Hampshire**  
*Adjunct Professor of Geography, 20013-2014*

## **COMPUTER SKILLS**

- ArcGIS and extensions
- Community Viz
- Illustrator, Photoshop
- 12 Years experience in GIS
- 6 Years Project Management and Report Writing Experience
- Focus on demographic and Spatial Accessibility Analysis
- Comprehensive knowledge of Census data including American Community Survey
- Transportation and land use modeling
- Spatial statistical analysis

# LISA M. BRYSON

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## EDUCATION

PLYMOUTH STATE UNIVERSITY, PLYMOUTH, NEW HAMPSHIRE  
*Bachelor of Art, Concentrations in Graphic Design and Printmaking, 1998*

## EXPERIENCE

### CHI/JSI, Bow, New Hampshire

*Staff Associate, November 2013 to present*

Supports a variety of on-going public health projects in regards to design, formatting and layout of reports and literature as well as administrative assistance. JSI is a health care consulting firm working with clients in the public and private sectors. Since 1978, JSI has provided consulting, research and training services for agencies and organizations seeking to improve the health of individuals, communities and nations.

#### *Selected Projects:*

#### **Poison Control Innovation/Transformation Project**

Develop and implement multi-pronged market research protocol to inform the development of a three-year innovation/transformation plan for the American Association for Poison Control Centers. Served as administrative and research assistant.

#### **New Hampshire Center for Excellence**

Support staff for the NH Center for Excellence, a state-wide technical assistance and resource center for the implementation of evidence-based interventions in alcohol and other drug prevention, intervention, treatment and recover services. Primary role responsibilities include supporting the operational functions of the center, preparing literature reviews, presentation and other materials, and providing other technical assistance needs.

#### **Bureau of Primary Health Care (BPHC)**

Data Coordinator for the Uniform Data System, an initiative that collects information from the BPHC-funded practice sites throughout the country. The data collected provides insight for the financial and operational parameters of the health centers and informs decisions made by legislature. Primary role responsibilities include technical phone assistance for health centers and consultants, software validation testing, resource development, and data management.

#### **Manchester Department of Public Health, Manchester Neighborhood Health Improvement Strategy**

Provide project support and final report design to Manchester Department of Public Health in six community forums with community stakeholders and leaders in creation of a Neighborhood Health Improvement Strategy (NHIS).

### Granite State Management & Resources, Concord, New Hampshire

*Graphic Designer, 2003–2013*

Designed and revamped a multitude of print-ready projects including but not limited to corporate identity, brochures, newsletters, reports, posters and booklets. Worked with Marketing Director as well as several internal customers on concept, design and coordination of projects from start to finish.

## COMPUTER SKILLS

Microsoft Office  
Adobe InDesign  
Adobe Photoshop  
Adobe Illustrator  
Adobe Lightroom  
Social Media  
Email Marketing Platform (Constant Contact)

## CREATIVE SKILLS

Photography  
Color Matching  
Drawing