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

Jeffrey A. Meyers
 Commissioner

Lisa M. Morris
 Director

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

February 6, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to exercise a renewal option and amend an existing agreement with JSI Research & Training Institute, Inc., Vendor #161611-B001, 44 Farnsworth Street, Boston, MA 02210-1211, to provide implementation, hosting and maintenance of a family planning data base by increasing the price limitation by \$60,000 from \$22,500 to an amount not to exceed \$82,500, and extending the completion date from February 28, 2019 to February 28, 2023, effective upon the date of Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by Governor and Council on November 8, 2017, Item #17A.

Funds are available in the following account for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020, SFY 2021, SFY 2022 and SFY 2023, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Prog Svc	90080004	\$7,500	0	\$7,500
SFY 2019	102-500731	Contracts for Prog Svc	90080004	\$15,000	\$5,000	\$20,000
SFY 2020	102-500731	Contracts for Prog Svc	90080004	\$0	\$15,000	\$15,000
SFY 2021	102-500731	Contracts for Prog Svc	90080004	\$0	\$15,000	\$15,000
SFY 2022	102-500731	Contracts for Prog Svc	90080004	\$0	\$15,000	\$15,000
SFY 2023	102-500731	Contracts for Prog Svc	90080004	\$0	\$10,000	\$10,000
			Total	\$22,500	\$60,000	\$82,500

EXPLANATION

The purpose of this request is to ensure the New Hampshire Family Planning Program (NH FPP) continues to meet the federal requirements of specific data collection of the Office of Population Affairs (OPA) for purposes of monitoring and reporting program performance (45 Code of Federal Regulations (CFR) Part 742 and 45 CFR Part 923).

The original contract was approved by Governor and Council on November 8, 2017, Item #17A. The Department is now seeking to exercise the four (4) year renewal option available through the contract as indicated in Exhibit C-1. This request aligns with other Title X Family Planning Grantees in the New England states that are renewing services in Region 1.

All New England states have been granted this funding and have agreed as a consortium to utilize and provide funding to JSI because the contractor provides the most cost effective and efficient means to continue to meet federal requirements. The consortium of states has collectively agreed to a four (4) year renewal of contracted services.

Funds in this agreement will be used to contract with JSI Research & Training Institute, Inc. (JSI), for New Hampshire's participation in the Region 1 Title X Family Planning Data Base System (FPDS). JSI operates and maintains the FPDS and provides project management, technical support, data collection, customer service, and report generation for all states represented in the consortium of states in Region 1.

The FPDS is the only data system that fulfills the federal reporting requirements. The system allows for the collection, aggregation and reporting of program specific data from Family Planning Services sub-grantees (clinical service sites) on demographic and social characteristics of Title X clients and their use of family planning and related preventive health services. All data are aggregated and presented in summary form, which protects the confidentiality of individuals who receive Title X-funded services (42CFR Part 59). Data collected by the FPDS has multiple uses, which include monitoring performance and compliance with Title X statutory requirements, fulfilling federal accountability and performance reporting requirements, and guiding state programmatic activities.

The FPDS provides a mechanism for NH FPP staff to access program specific data and data reports for analysis and subsequent reporting to OPA via the Family Planning Annual Report (FPAR).

The data system enables the NH FPP to analyze the data based on socioeconomic and demographic status which allows the program to enhance its ability to reduce health disparities among reproductive age individuals by identifying opportunities for improvement and targeting interventions. In addition, data from this system is used by the NH FPP for the purposes of monitoring and improving the performance of NH FPP sub-grantees.

The Contractor successfully fulfilled and achieved the performance measures in the original contract. Extending this contract is critical to the NH FPP as the FPDS is the only data system currently available that allows the NH FPP to monitor performance and compliance with statutory requirements and to fulfill federal accountability and performance reporting requirements set forth by OPA. Without an amendment to this contract, another data system would need to be developed to meet the data collection requirements. NH would no longer be a part of the New England state consortium. Sharing costs of the data system, with other states, allows for cost savings. The cost of developing a new system exceeds funding availability.

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

- Assure the timely availability of FPDS application generated reports, as well as their accuracy.
- Assure technical support services will be available 7 AM to 7 PM, seven (7) days per week to provide database maintenance, enhancement requests, and special requests while continuously available for project technical support 24 hours per day, seven (7) day per week.
- Managing system access to ensure secure and appropriate access to the application and associated data.
- Shall provide training services to system users to support system enhancements.

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

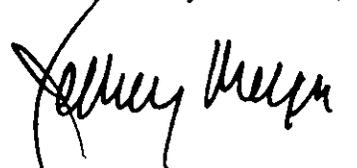
Should the Governor and Executive Council not authorize this request, the NH FPP would no longer align with the consortium of states in Region I. Additionally, the Department will not have the ability to comply with the federal reporting requirements as there is no other mechanism in place to collect, aggregate and report Title X data.

Area served: Statewide.

Source of Funds: 100% Federal Funds from United States Department of Health and Human Services, Office of Population Affairs (OPA), Office of the Assistant Secretary for Health (OASH), Catalog of Federal Domestic Assistance (CFDA) #93.217, Federal Award Identification Number (FAIN) #FPHPA006334.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



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

Denis Goulet
Commissioner

February 8, 2019

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with JSI Research & Training Institute, Inc. of Boston, MA as described below and referenced as DoIT No. 2018-014A.

This contract amendment with JSI Research and Training Institute will extend operation and maintenance support of the existing Family Planning Data System from February 28, 2019 to February 28, 2023. Services will include project management, system maintenance, technical support, data analysis, operations, customer service, and report generation.

The amount of the amendment increases the price limitation by \$60,000, from \$22,500 to \$82,500, and shall become effective upon Governor and Executive Council approval through February 28, 2023.

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2018-014A

cc: Bruce Smith, IT Manager, DoIT



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Data System Contract**

This 1st Amendment to the Family Planning Data System contract (hereinafter referred to as "Amendment #1") dated this 29th day of January, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and JSI Research & Training Institute, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 44 Farnsworth Street, Boston, MA 02210.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item # 17A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
February 28, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$82,500
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631
5. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.12 in its entirety and replace with:
 - 2.1.12 The Contractor shall produce a variety of data reports on an ongoing basis. The Contractor shall ensure the timely availability of these reports as well as their accuracy. Upon request, availability and distribution of a CD/disk shall include but not be limited to:
 - 2.1.12.1 The Contractor shall create reports to the NH Department of Health and Human Services grantee, as well as any subset of the participating sites in the region. Reports are created and validated then distributed to users.
 - 2.1.12.2 The Contractor shall provide assistance with periodic requests for data analysis and report generation.



**New Hampshire Department of Health and Human Services
Family Planning Data System**

6. Delete Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2 in its entirety and replace with Section 4, Reporting, Subsection 4.2 as follows:
 - 4.2 The Contractor shall provide the Family Planning Report, which shall be created, validated, and made available via web base platform through Region I Data Base to the NH Department of Health and Human Services on an annual basis.

7. Delete Exhibit B, Section 1 in its entirety and replace with Section 1 as follows:
 1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.217, U.S. Department of Health and Human Services, Office of Population Affairs, NH Title X Family Planning Services, in providing services pursuant to Exhibit A, Scope of Services. Federal Award Identification Number (FAIN) FPHPA006334. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

8. Add Exhibit B-3, Amendment #1 Budget.
9. Add Exhibit B-4, Amendment #1 Budget.
10. Add Exhibit B-5, Amendment #1 Budget.
11. Add Exhibit B-6, Amendment #1 Budget.
12. Add Exhibit B-7, Amendment #1 Budget.

New Hampshire Department of Health and Human Services
Family Planning Data System



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

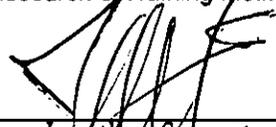
State of New Hampshire
Department of Health and Human Services

2/4/19
Date


Name: LISA MORRIS
Title: DIRECTOR, OPHS

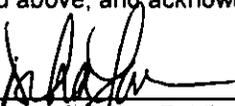
JSI Research & Training Institute, Inc.

February 1, 2019
Date


Name: Jonathan Stewart
Title: Regional Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on February 1, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.


Signature of Notary Public or Justice of the Peace

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

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

New Hampshire Department of Health and Human Services
Family Planning Data System



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

OFFICE OF THE ATTORNEY GENERAL

2/5/2019
Date


Name: ERIK BAL
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-3 AMENDMENT#1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI Research & Training Institute, Inc.

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

Budget Period: SFY 2019 Four (4) months (3/01/2018 - 6/30/2019)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 787.50	\$ -	\$ 787.50	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 299.25	\$ -	\$ 299.25	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ 23.63	\$ 23.63	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 55.00	\$ -	\$ 55.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ 78.75	\$ 78.75	
8. Current Expenses	\$ -	\$ 70.88	\$ 70.88	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 3,543.08	\$ -	\$ 3,543.08	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Information Systems (indirect)	\$ -	\$ 43.47	\$ 43.47	
Human Resources (indirect)	\$ -	\$ 27.56	\$ 27.56	
General Administration (indirect)	\$ -	\$ 39.38	\$ 39.38	
Payroll and Accounting (indirect)	\$ -	\$ 31.50	\$ 31.50	
	\$ -	\$ -	\$ -	
TOTAL	\$ 4,684.83	\$ 315.17	\$ 5,000.00	

Indirect As A Percent of Direct

6.7%

Contractor Initials: _____

Date: 2/1/19

EXHIBIT B-4 AMENDMENT #1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI Research & Training Institute, Inc.

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

Budget Period: SFY 2020 (7/01/2019 - 6/30/2020)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 2,362.50	\$ -	\$ 2,362.50	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 897.75	\$ -	\$ 897.75	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ 70.88	\$ 70.88	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 165.00	\$ -	\$ 165.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ 236.25	\$ 236.25	
8. Current Expenses	\$ -	\$ 212.63	\$ 212.63	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 10,629.26	\$ -	\$ 10,629.26	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ 130.41	\$ 130.41	
	\$ -	\$ 82.69	\$ 82.69	
	\$ -	\$ 118.13	\$ 118.13	
	\$ -	\$ 94.50	\$ 94.50	
	\$ -	\$ -	\$ -	
TOTAL	\$ 14,054.51	\$ 945.49	\$ 15,000.00	

Indirect As A Percent of Direct

6.7%

Contractor Initials: _____



Page 1 of 1

Date: 2/1/19

EXHIBIT B-5 AMENDMENT #1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI Research & Training Institute, Inc.

Budget Request for: Family Planning Data System

(Name of RFP)

Budget Period: SFY 2021 (7/01/2020 - 6/30/2021)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 2,433.38	\$ -	\$ 2,433.38	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 924.68	\$ -	\$ 924.68	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ 73.00	\$ 73.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 170.00	\$ -	\$ 170.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ 243.34	\$ 243.34	
8. Current Expenses	\$ -	\$ 219.00	\$ 219.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 10,498.24	\$ -	\$ 10,498.24	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ 134.18	\$ 134.18	
	\$ -	\$ 85.17	\$ 85.17	
	\$ -	\$ 121.67	\$ 121.67	
	\$ -	\$ 97.34	\$ 97.34	
	\$ -	\$ -	\$ -	
TOTAL	\$ 14,026.30	\$ 973.70	\$ 15,000.00	

Indirect As A Percent of Direct

6.9%

Contractor Initials: _____

2/1/19

Date: _____

EXHIBIT B-6 AMENDMENT #1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI Research & Training Institute, Inc.

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

Budget Period: SFY 2022 (7/01/2021 - 6/30/2022)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 2,506.39	\$ -	\$ 2,506.39	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 952.43	\$ -	\$ 952.43	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ 75.19	\$ 75.19	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 175.00	\$ -	\$ 175.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ 250.64	\$ 250.64	
8. Current Expenses	\$ -	\$ 225.58	\$ 225.58	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 10,363.17	\$ -	\$ 10,363.17	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ 138.30	\$ 138.30	
	\$ -	\$ 87.72	\$ 87.72	
	\$ -	\$ 125.32	\$ 125.32	
	\$ -	\$ 100.26	\$ 100.26	
	\$ -	\$ -	\$ -	
TOTAL	\$ 13,996.99	\$ 1,003.01	\$ 15,000.00	

Indirect As A Percent of Direct

7.2%

Contractor Initials: _____

Date: 2/1/19

EXHIBIT B-7 AMENDMENT #1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI Research & Training Institute, Inc.

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

Budget Period: SFY 2023 Eight (8) Months (7/01/2022 - 2/28/2023)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 1,721.05	\$ -	\$ 1,721.05	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$ 654.00	\$ -	\$ 654.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ 51.63	\$ 51.63	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 120.00	\$ -	\$ 120.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ 172.11	\$ 172.11	
8. Current Expenses	\$ -	\$ 154.89	\$ 154.89	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 6,816.05	\$ -	\$ 6,816.05	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ 95.14	\$ 95.14	
	\$ -	\$ 60.24	\$ 60.24	
	\$ -	\$ 86.05	\$ 86.05	
	\$ -	\$ 68.84	\$ 68.84	
	\$ -	\$ -	\$ -	
TOTAL	\$ 9,311.10	\$ 688.90	\$ 10,000.00	

Indirect As A Percent of Direct

7.4%

Contractor Initials:

Date: 2/1/19

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 739507

Certificate Number : 0004197337



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of October A.D. 2018.

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

William M. Gardner
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 742096

Certificate Number : 0004197336



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of October A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

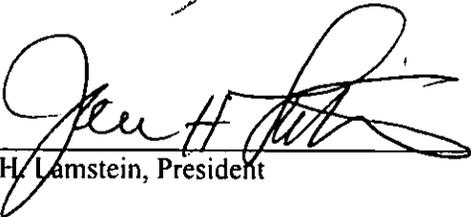
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

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

RESOLVED: Appointment of 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 February 1, 2019.

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 1st day of February, 2019.



Joel H. Lamstein, President

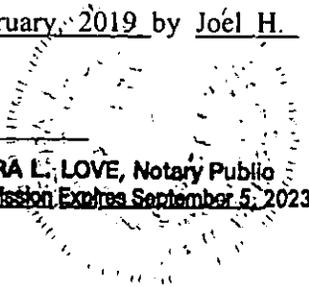
STATE OF New Hampshire

COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 1st day of February, 2019 by Joel H. Lamstein.



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





JOHNSNO-01

DMEANEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2018

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

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

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

INSURED
JSI d/b/a Community Health Institute
501 South Street
2nd Floor
Bow, NH 03304

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	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Combined Agg \$10M			35873320	09/09/2018	09/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73546634	09/09/2018	09/09/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79861066	09/09/2018	09/09/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A	71733182	09/09/2018	09/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	ERRORS & OMISSIONS			82120869	11/09/2017	11/09/2018	EACH OCC/GEN AGG \$ 2,000,000
A	Directors & Officers			81595634	11/09/2017	11/09/2018	EACH OCC/GEN AGG \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
It is understood and agreed that 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 Brown Building 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

JSI Research & Training Institute, Inc.

501 South Street
Second Floor
Bow · New Hampshire
03304 · 3416

603 573 · 3300 Voice
603 573 · 3301 Fax
jsinfo@jsi.com Email
www.jsi.com Website



JSI's mission is to improve the health of underserved people and communities and to provide a place where people of passion and commitment can pursue this cause. For over 35 years, Boston-based **JSI** and our affiliates have provided high-quality technical and managerial assistance to public health programs worldwide.

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

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

September 30, 2017

JSI Research and Training Institute, Inc. and Affiliate
September 30, 2017

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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, 2017, 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, 2017, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

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

Report on Summarized Comparative Information

We have previously audited the JSI Research and Training Institute, Inc. and Affiliate consolidated financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated April 26, 2017. In our opinion, the summarized consolidated comparative information presented herein as of and for the year ended September 30, 2016 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*.

In accordance with *Government Auditing Standards*, we have also issued a report dated April 23, 2018, on our consideration of JSI Research and Training Institute, Inc. and Affiliate's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of JSI Research and Training Institute, Inc. and Affiliate's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering JSI Research and Training Institute, Inc. and Affiliate's internal control over financial reporting and compliance.

A handwritten signature in black ink, appearing to read "Norman R. Jorgensen" followed by a small mark that could be "CPA". The signature is written in a cursive style.

Duxbury, Massachusetts
April 23, 2018

JSI Research and Training Institute, Inc. and Affiliate
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
September 30, 2017
(With Comparative Totals for 2016)

	2017	2016
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 74,642,976	\$ 68,620,315
Receivables for program work	19,782,268	18,498,218
Loans receivable - related party	-	-
Field advances - program	1,697,407	1,670,752
Employee advances	190,500	276,013
Prepaid expenses	67,950	-
Total Current Assets	96,381,101	89,065,298
Property and Equipment:		
Furniture and equipment	679,098	636,492
Leasehold improvements	30,355	30,355
	709,453	666,847
Less: Accumulated depreciation	(651,423)	(634,621)
Net Property and Equipment	58,030	32,226
Other Assets	119,888	109,058
TOTAL ASSETS	\$ 96,559,019	\$ 89,206,582
 LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable and payroll withholdings	\$ 11,678,687	\$ 10,873,875
Accrued vacation	1,920,964	1,824,437
Advances for program work	35,095,465	30,642,424
Loans payable - related party	196,828	1,001,492
Notes payable	-	-
Contingencies	-	-
Total Current Liabilities	48,891,944	44,342,228
Net Assets:		
Unrestricted	47,467,027	44,706,560
Temporarily restricted	200,048	157,794
Total Net Assets	47,667,075	44,864,354
TOTAL LIABILITIES AND NET ASSETS	\$ 96,559,019	\$ 89,206,582

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate
CONSOLIDATED STATEMENT OF ACTIVITIES
Year Ended September 30, 2017
(With Comparative Totals for 2016)

	2017	2016
UNRESTRICTED NET ASSETS:		
Public Support and Revenue		
Public Support:		
Government grants and contracts:		
U.S. Government	\$ 271,426,627	\$ 243,054,246
Commonwealth of Massachusetts	5,258,877	6,069,315
Other grants and contracts	57,926,891	53,310,784
Program income	99,859	186,344
Contributions	332,613	11,700,204
In-kind project contributions	14,444,516	6,852,099
Interest income	121,168	41,432
Total Unrestricted Support and Revenue	349,610,551	321,214,424
Expenses		
Program Services:		
International programs	293,709,946	256,624,631
Domestic programs	19,653,591	18,826,817
Total Program Services	313,363,537	275,451,448
Supporting Services:		
Management and General	33,327,219	31,053,862
Fundraising	149,914	171,766
Total Supporting Services	33,477,133	31,225,628
Total Expenses	346,840,670	306,677,076
Increase (Decrease) in Unrestricted Net Assets	2,769,881	14,537,348
TEMPORARILY RESTRICTED NET ASSETS		
Program restricted net assets	32,840	152,794
Increase (decrease) in temporarily restricted net assets	32,840	152,794
Increase (decrease) in net assets	2,802,721	14,690,142
Net Assets at Beginning of Year	44,864,354	30,174,212
Net Assets at End of Year	\$ 47,667,075	\$ 44,864,354

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
Year Ended September 30, 2017
(With Comparative Totals for 2016)

	<u>PROGRAM SERVICES</u>			<u>SUPPORTING SERVICES</u>			<u>TOTAL EXPENSES</u>	
	<u>International Programs</u>	<u>Domestic Programs</u>	<u>Total</u>	<u>Management And General</u>	<u>Fundraising</u>	<u>Total</u>	<u>2017</u>	<u>2016</u>
Salaries	\$ 26,154,724	\$ 7,921,065	\$ 34,075,789	\$ 6,731,319	\$ 64,270	\$ 6,795,589	\$ 40,871,378	\$ 38,731,616
Consultants	15,636,684	4,431,853	20,068,537	2,279,342	16,362	2,295,704	22,364,241	22,656,189
Cooperating National								
Salaries	36,099,944	-	36,099,944	511,039	-	511,039	36,610,983	38,733,286
Travel	12,597,149	853,619	13,450,768	643,136	326	643,462	14,094,230	16,170,730
Allowance & Training	9,929,257	61,671	9,990,928	431,836	-	431,836	10,422,764	10,163,306
Sub-contracts	123,068,419	4,715,999	127,784,418	58,140	8,897	67,037	127,851,455	93,526,758
Equipment, Material and								
Supplies	13,897,759	84,541	13,982,300	443,184	-	443,184	14,425,484	6,969,920
Other Costs	41,881,494	1,584,843	43,466,337	22,212,421	60,059	22,272,480	65,738,817	72,857,717
In-kind project expenses	14,444,516	-	14,444,516	-	-	-	14,444,516	6,852,135
Depreciation	-	-	-	16,802	-	16,802	16,802	15,419
TOTAL EXPENSE	\$ 293,709,946	\$ 19,653,591	\$ 313,363,537	\$ 33,327,219	\$ 149,914	\$ 33,477,133	\$ 346,840,670	\$ 306,677,076

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate
CONSOLIDATED STATEMENT OF CASH FLOWS
Year Ended September 30, 2017
(With Comparative Totals for 2016)

	2017	2016
Cash Flows From Operating Activities:		
Increase (Decrease) in net assets	\$ 2,802,721	\$ 14,690,142
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	16,802	15,419
(Increase) Decrease in receivables for program work	(1,284,050)	(118,116)
(Increase) Decrease in field advances - program	(26,655)	2,160,324
(Increase) Decrease in employee advances	85,513	(7,586)
(Increase) Decrease in prepaid expenses	(67,950)	3,700
(Increase) Decrease in other assets	(10,830)	(25,722)
Increase (Decrease) in accounts payable and payroll withholdings	804,812	4,702,652
Increase (Decrease) in accrued vacation	96,527	242,541
Increase (Decrease) in advances for program work	4,453,041	13,111,616
Net Cash Provided (Used) By Operating Activities	6,869,931	34,774,970
Cash Flows From Investing Activities:		
Loans made	(1,001,492)	-
Loans repaid	196,828	1,132,362
Acquisition of property and equipment	(42,606)	(10,579)
Net Cash Provided (Used) By Investing Activities	(847,270)	1,121,783
Net Increase (Decrease) in Cash and Cash Equivalents	6,022,661	35,896,753
Cash and Cash Equivalents at Beginning of Year	68,620,315	32,723,562
Cash and Cash Equivalents at End of Year	\$ 74,642,976	\$ 68,620,315

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
September 30, 2017

NOTE 1 – ORGANIZATION AND NATURE OF ACTIVITIES

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

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

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

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

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

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

Basis of Accounting

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

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

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 \$5,000 are capitalized. Depreciation is computed using the straight-line method calculated to extinguish the book value of the respective assets over their estimated useful lives (5 - 7 years) of the related assets.

Revenue Recognition

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

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Revenue Recognition - continued

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

Contributions

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

Donated Materials and Services

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

Income Taxes

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

The Organization has evaluated its tax positions and believes that there would be no material changes to the results of its operations or financial position as a result of an audit by the applicable taxing authorities, federal or state. The Organization has filed all of its known and required returns in a timely manner including as permitted allowed extensions. Following administrative practice of the taxing authorities, the tax years 2014, 2015, 2016 and 2017, remain open years subject to examination and review.

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

Functional Allocation of Expenses

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

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Financial Statement Presentation

In accordance with accounting principles generally accepted in the United States of America, the Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based upon the existence or absence of donor imposed restrictions. For the year ended September 30, 2017 there was no activity in permanently restricted net assets.

Prior Year Comparative Totals

The financial statements include prior-year summarized comparative information in total. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Company's financial statements for the year ended September 30, 2016, from which the summarized information was derived.

Reclassification

Certain amounts for 2016 have been reclassified to conform to current year presentation.

NOTE 3 – CONCENTRATION OF CREDIT RISK

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

NOTE 4 – INVESTMENTS

Fair Value

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

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

NOTE 4 – INVESTMENTS - continued

Fair Value - continued

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

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

The following is a summary of fair values of investments which are measured on a recurring basis using Level 1 inputs as recorded in the Consolidated Statement of Financial Position at September 30, 2017:

Current assets:

Cash and cash equivalents (invested)	<u>\$ 61,271,603</u>
	<u>\$ 61,271,603</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, 2017:

	<u>Unrestricted</u>
Interest income	<u>\$ 121,168</u>
Total investment return	<u>\$ 121,168</u>

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

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, 2017 was \$0.

Receivables for program work consist of the following at September 30, 2017:

U.S. Agency for International Development	\$ 11,921,024
U.S. Department of Health and Human Services	814,712
U.S. Department of State	1,306,716
U.S. Department of Labor	111,857
Commonwealth of Massachusetts	584,391
Other - non-governmental	<u>5,043,568</u>
	<u>\$ 19,782,268</u>

NOTE 6 – LOANS RECEIVABLE – RELATED PARTY

Loans receivable – related party consist of various unsecured short-term loans, due on demand, from John Snow, Inc., a related party (See NOTE 17). No interest is charged on the loans. The loans receivable balance at September 30, 2017 is \$0.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

NOTE 7 – PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

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

	Cost	Accumulated Depreciation	Net
Furniture and equipment	\$ 679,098	\$ (621,068)	\$ 58,030
Leasehold improvements	30,355	(30,355)	-
	\$ 709,453	\$ (651,423)	\$ 58,030

Depreciation expense was \$16,802 for the year ended September 30, 2017.

NOTE 8 – OTHER ASSETS

Other assets consist of the following at September 30, 2017:

Deposits	\$ 82,943
Artwork - donated	36,945
	\$ 119,888

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

NOTE 9 – ACCRUED VACATION

In accordance with formal policies, vacation was accrued at September 30, 2017 as follows:

JSI Research and Training Institute, Inc.	\$ 1,628,028
World Education, Inc. (Affiliate)	292,936
	\$ 1,920,964

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

NOTE 10 – ADVANCES FOR PROGRAM WORK

Advances for program work consist of the following at September 30, 2017:

Other - non-governmental	
Partnership for Supply Chain Management, Inc. (related party)	\$ 91,723
Bill & Melinda Gates Foundation	25,082,446
Other	<u>9,921,296</u>
	<u>\$ 35,095,465</u>

NOTE 11 – LOANS PAYABLE – RELATED PARTY

Loans payable – related party consist of various unsecured short-term loans, payable on demand, from John Snow, Inc., a related party (See NOTE 17). No interest is charged on the loans. The loans payable balance at September 30, 2017 is \$196,828.

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 July 11, 2017. The loan is payable on demand. Interest is charged by utilizing a fluctuating rate based on the LIBOR (Advantage) rate plus 2.50%. The line of credit remains in effect until May 31, 2018 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, 2017, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended September 30, 2017.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

NOTE 12 – NOTES PAYABLE - continued

John Snow, Inc.

World Education, Inc. (Affiliate) has an unsecured revolving line of credit established September 1, 2007 with John Snow, Inc. (a related party) with a borrowing limit of up to \$1,000,000. The loan was renewed on July 1, 2016. Interest is charged by utilizing a fluctuating rate based on the current prime rate plus 0.25%. The loan is payable on demand and, in any event, on or prior to June 30, 2017. The loan is not collateralized. No funds were borrowed during the year and as a result, as of September 30, 2017, the outstanding balance is \$0. No interest was incurred on this loan during the year ended September 30, 2017. (See NOTE 17)

NOTE 13 – CONTINGENCIES

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

JSI Research and Training Institute, Inc. is a co-borrower (with a related party) of a demand loan with no balance due at September 30, 2017. Management believes that the co-borrower is current on the loan and that its collateral exceeds the balance due. (See NOTE 17)

Provisional indirect cost rates are negotiated with the United States Agency for International Development (AID) on an annual basis. As of September 30, 2017, actual indirect cost rates have been approved by AID for JSI Research and Training Institute, Inc. through December 31, 2010 and World Education, Inc. through June 30, 2015. Based on favorable past experience, management believes the effects of changes to the overhead rates, if any, would not be material to the financial statements.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are restricted by donors as follows at September 30, 2017:

Program Services	\$ 195,048
Time Restrictions	<u>5,000</u>
	<u>\$ 200,048</u>

No assets were released from donor restriction by occurrence of events specified by the donor during the year ended September 30, 2017.

NOTE 15 – SURPLUS REVENUE RETENTION

In accordance with the Massachusetts Division of Bureau Services, Regulation 808 CMR 1.03(7), “if, through cost savings initiatives implemented consistent with programmatic and contractual obligations, a non-profit Contractor accrues an annual net surplus from the revenues and expenses associated with services provided to Departments which are subject to 808 CMR 1.00, the Contractor may retain, for future use, a portion of that annual surplus not to exceed 20% of said revenues. Surpluses may be used by the Contractor for any of its established charitable purposes, provided that no portion of the surplus may be used for any non-reimbursable cost set forth in 808 CMR 1.05, the free care prohibition excepted. Operational Services Division shall be responsible for determining the amount of surplus that may be retained by each Contractor in any given year and may determine whether any excess surplus shall be used to reduce future prices or be recouped.”

For the year ended September 30, 2017, the organization did not have an annual net surplus that exceeded 20% of relevant Massachusetts revenues.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

NOTE 16 – COMMONWEALTH OF MASSACHUSETTS

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

Receivables from program work at October 1, 2016	\$ 549,882
Receipts	(5,224,368)
Disbursements/expenditures	<u>5,258,877</u>
Receivables from program work at September 30, 2017	<u>\$ 584,391</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, 2017, John Snow, Inc. billed JSI Research and Training Institute, Inc. \$24,641,616 for consulting services (technical support). This amount is reflected under the program services - consulting line item (\$16,086,359) and program services - other costs line item (\$8,555,257) on the statement of functional expenses. In addition, JSI Research and Training Institute, Inc. performed consulting services (technical support) for John Snow, Inc. totaling \$7,459,675.

The two companies also share facilities and pool various overhead expenses. For the year ended September 30, 2017, JSI Research and Training Institute, Inc. incurred \$25,994,433 of overhead expenses (supporting services), of which \$9,314,712 was its share of John Snow, Inc. incurred costs.

JSI Research and Training Institute, Inc. is a co-borrower with John Snow, Inc. on a commercial demand loan-revolving line of credit with an expiration date of May 31, 2018, 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, 2017 was 3.235%. At September 30, 2017, a balance of \$0 was outstanding on the loan. Management believes the loan payable will be extended, when due, under similar terms and conditions.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

NOTE 17 – RELATED PARTY TRANSACTIONS - continued
John Snow, Inc. – continued

During the year, the Company had various loans receivable due from, and various loans payable due to John Snow, Inc. At September 30, 2017, the loan receivable balance is \$0 and the loan payable balance is \$196,828.

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, 2017 are summarized as follows:

Administrative and technical support	\$ 1,481,286
Other direct charges (including rent of \$884,924)	<u>1,297,647</u>
	<u>\$ 2,778,933</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, 2017 totaling \$88,760 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 NOTE 12)

Partnership for Supply Chain Management, Inc.

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

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

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

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

NOTE 17 – RELATED PARTY TRANSACTIONS - continued
Partnership for Supply Chain Management, Inc. – continued

During the year ended September 30, 2017, JSI Research and Training Institute, Inc. billed PSCM \$11,771,551 for services performed with a cost of \$9,926,355 and a fee of \$1,845,196. At September 30, 2017, PSCM advanced the Organization \$91,723 for program work.

Other

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

The Manoff Group, Inc. (a non-exempt corporation; 40% owned by John Snow, Inc.)	\$ <u>1,061,497</u>
	<u>\$ 1,061,497</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 \$3,612,409 for the year ended September 30, 2017.

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 \$334,310 for the year ended September 30, 2017.

NOTE 19 – COMMITMENTS

Operating Leases

The JSI Research and Training Institute, Inc. leases space for general offices under operating leases expiring from 2017 through 2019. The leases contain renewal options for periods of up to 5 years.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

NOTE 19 – COMMITMENTS – continued

During the year ended September 30, 2017, rentals under long-term lease obligations were \$518,335. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2017 are:

<u>Year Ended</u> <u>September 30,</u>	
2018	\$ 386,434
2019	<u>127,139</u>
	<u>\$ 513,573</u>

World Education, Inc. (Affiliate) leases space for general offices on a year-to-year basis. Rent expense for the year ended September 30, 2017 was \$884,924.

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, 2017:

	<u>Income</u> <u>Received</u>	<u>% of</u> <u>Total Income</u>
U.S. Agency for International Development	\$ 209,646,197	59.97%

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 \$14,444,516 for the year ended September 30, 2017, 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.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2017

NOTE 21 – IN KIND PROJECT CONTRIBUTIONS - continued

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, 2017, the following donated materials and services received by the Organization have been used to fulfill matching requirements on active grants:

36532	Turkmenistan YC	\$ 39,146
36697	SPRING	3,702,019
36895	Mozambique M-SIP	21,755
36991	AIDS FREE	8,507,628
37024	Tanzania CHSS	982,199
37134	Timor Leste RBHS	208,708
37162	Ghana HIV/AIDS	54,044
37186	Madagascar CCH	229,806
37244	Russia P2P	21,234
63101	Senegal/Journalism	90,738
63114	Uganda	75,264
63139	Benin FFE	13,330
64024	Tanzania	21,702
64057	Zimbabwe	61,029
64062	Uganda	192,537
64071	OUTCOMES	136,459
64074	Mozambique	76,471
		<u>\$ 14,434,069</u>

NOTE 22 – SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through April 23, 2018, the date on which the consolidated financial statements were available to be issued. During this period, there were no subsequent events that require adjustment to the consolidated financial statements.

Supplementary Information

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT:				
Direct Grants:				
36521 - Uganda HIV/AIDS/TB	617-A-00-09-00007-00	98.001	\$ 35,943	\$ 478,356
36532 - Turkmenistan YC	120-A-00-09-00029-00	98.001	-	276,323
36662 - Madagascar CBIHP	687-A-00-11-00013-00	98.001	(10,469)	(10,469)
36697 - SPRING	AID-OAA-A-11-00031	98.001	7,483,566	27,002,657
36702 - Nepal CHX Cord Care	AID-OAA-A-11-00073	98.001	-	1,015,986
36747 - Ukraine HWUP	AID-121-A-11-00003	98.001	-	7,656
36800 - Advancing Partners	AID-OAA-A-12-00047	98.001	38,170,434	60,045,239
36845 - Pakistan HSSP	AID-391-A-13-00002	98.001	1,694,570	6,061,436
36895 - Mozambique M-SIP	AID-656-A-13-00006	98.001	-	1,213,872
36932 - Senegal LLP	AID-685-A-14-00001	98.001	12,252	127,675
36991 - AIDSFREE	AID-OAA-A-14-00046	98.001	27,033,705	46,523,456
37024 - Tanzania CHSS	AID-621-A-14-00004	98.001	1,545,547	9,323,796
37129 - Zambia Discover Health	AID-611-A-16-00004	98.001	1,197,619	19,810,322
37134 - Timor Leste RBHS	AID-472-A-16-00001	98.001	-	1,498,645
37162 - Ghana HIV/AIDS	AID-641-A-16-00007	98.001	1,567,945	4,907,365
37186 - Madagascar CCH	AID-687-A-16-00001	98.001	471,524	6,992,770
Total Direct Grants - CFDA #98.001			79,202,636	185,275,085
Pass-through Grants:				
Passed through Partnership for Supply Chain Management, Inc. (PSCM):				
36344/36519/36524/37034/37053/37150 - Supply Chain Management System	GPO-I-00-05-00032-00	98.001	-	9,926,355
Passed through Johns Hopkins University:				
37099 - Ethiopia SBCC	AID-663-A-15-000011	98.001	-	(1,076)
Passed through Pathfinder International:				
37265 - Ethiopia TRANSFORM	AID663A1700002	98.001	-	887,909
Passed through Program for Appropriate Technology in Health:				
37301 - Open LMIS - Phase I	AID.2134-01555716-CR	98.001	-	44,269
Passed through Management Science for Health, Inc.:				
37305 - MSH Guinea eLMIS TA	SIAPS-Guinea-17-01	98.001	-	35,186
Total Pass-through Grants - CFDA #98.001			-	10,892,643
Total - CFDA #98.001 - USAID Foreign Assistance for Programs Overseas			79,202,636	196,167,728
TOTAL - U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT			\$ 79,202,636	\$ 196,167,728

See notes to Schedule of Expenditures of Federal Awards.

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:				
Pass-through Grant:				
Passed through NACCHO:				
36689 - NH MRC Conferences	2011-041218	93.008	\$ -	\$ 75
Total CFDA #93.008 - Medical Reserve Corps Small Grant Program			<u>-</u>	<u>75</u>
Direct Grant:				
37087 - Adolescent HIV/AIDS Prevention	MAIAH000001	93.057	55,510	342,523
Total CFDA #93.057 - National Resource Center for HIV Prevention Among Adolescents			<u>55,510</u>	<u>342,523</u>
Direct Grant:				
37128 - Competitive Abstinence Education	Agreement @09/30/15	93.060	-	9,391
Total CFDA #93.060 - Competitive Abstinence Education (CAE)			<u>-</u>	<u>9,391</u>
Direct Grant:				
36901 - CDC - Strategic Assessments for Strategic Action in India	IU2GGH001132-01	93.067	-	24,360
Total CFDA #93.067 - Global AIDS			<u>-</u>	<u>24,360</u>
Pass-through Grants:				
Passed through State of Vermont:				
37096 - Asthma Control Program	29370	93.070	-	4,048
37206 - VT Climate Change Eval.	31578	93.070	-	10,591
37212 - VT HPDP Evaluation	Contract #31786	93.070	-	29,867
Total CFDA #93.070 - Environmental Public Health and Emergency Response			<u>-</u>	<u>44,506</u>
Pass-through Grants:				
Passed through the State of New Hampshire:				
37132 - NH Ebola Readiness	Agreement @ 11/18/15	93.074	-	877
37222 - South Central CHIP	Agreement @ 04/01/16	93.074	-	1,064
Total CFDA #93.074 - Hospital Preparedness Program			<u>-</u>	<u>1,941</u>

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Direct Grant:				
37103 - HITEQ	U30CS29366	93.129	1,308,648	2,116,274
Pass-through Grants:				
Passed through Community Health Assoc. of Mountain/Plain States:				
37225 - CHAMPS Planning 2016	APW/CHAMPS/9.1.16	93.129	-	4,847
Passed through Community Health Center:				
37241 - CHCACT UDS Training	APW/11.10.16/CHACT	93.129	-	3,578
Passed through National Assoc. of Community Health Centers, Inc.:				
37256 - NACHC Pop Health Web	APW/NACH/10.12.16	93.129	-	676
37266 - NACHC Payment Reform	Agreement, 01-30-2017	93.129	-	13,801
37319 - NACHC PR Webinar	U30CS16089	93.129	-	1,283
Total CFDA #93.129 - Technical and Non-Financial Assistance to Health Centers			<u>1,308,648</u>	<u>2,140,459</u>
Pass-through Grant:				
Passed through Dartmouth Toxic Metals:				
37297 - Dartmouth Arsenic Site	APW/DTMSRP/4.17.17	93.143	-	1,421
Total CFDA #93.143 - NIEHS Superfund Hazardous Substances-Basic Research and Education			<u>-</u>	<u>1,421</u>
Direct Grant:				
36904 - Ryan White ACE	UF2HA26520	93.145	3,333	4,667
Pass-through Grant:				
Passed through Health Research, Inc.:				
37221 - National Quality Center Evaluation Project	Agreement @ 7-01-16	93.145	-	86,326
Total CFDA #93.145 - AIDS Education and Training Centers			<u>3,333</u>	<u>90,993</u>
Pass-through Grant:				
Passed through the State of Vermont.:				
37212 - VT HPDP Evaluation	Contract #31786	93.184	-	14,171
Total CFDA #93.184 - Disabilities Prevention			<u>-</u>	<u>14,171</u>
Pass-through Grants:				
37163 - FamPlan Data Systems		93.217	-	116,399
37281 - FamPlan Data Systems		93.217	-	68,774
Total CFDA #93.217 - Family Planning Services			<u>-</u>	<u>185,173</u>

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Direct Grant:				
37103 - HITEQ	U30CS29366-03	93.224	16,477	96,580
Total CFDA #93.224 - Health Center Program (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)			16,477	96,580
Pass-through Grants:				
Passed through Buildings Bright Futures State Advisory Council, Inc.:				
36850 - Vermont L.A.U.N.C.H. Project	13/7	93.243	1,540	52,268
Passed through Community Health Institute and Harbor Homes, Inc.:				
37042 - Harbor Homes Inc.		93.243	-	4,612
Passed through State of Rhode Island:				
37107 - PFS II	3426881	93.243	10,000	60,705
Passed through State of New Hampshire:				
37133 - HCDC Evaluation	Agreement @ 10/01/15	93.243	-	44,358
37151 - NH DMH Client Survey	Agreement @ 01/13/16	93.243	14,413	66,857
Passed through State of Vermont:				
37212 - VT LOL Survey	Contract #31786	93.243	3,083	31,531
Passed through Prism Health North Texas:				
37286 - HS Atlanta Consulting	Emails 4/24-7/7/2017	93.243	-	7,313
Passed through Savannah State University:				
37286 - HS Atlanta Consulting	Email 7/28/17	93.243	-	4,367
Passed through Substance Abuse Center:				
37300 - RI Healthy Trans		93.243	-	13,249
Total CFDA #93.243 - Substance Abuse and Mental Health Services Projects of Regional and National Significance			29,036	285,260
Pass-through Grant:				
Passed through Boston University:				
37243 - Dartmouth Training		93.249	-	5,415
Total CFDA #93.249 - Public Health Training Centers Program			-	5,415

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Direct Grants:				
36777 - National Training Center - Quality Assurance, Quality Improvement, Evaluation	FPTPA006025	93.260	-	4
36787 - Reproductive Health Prevention Training and Technical Assistance	FPTPA006015	93.260	-	143
36792 - National Training Center for Management and Systems Improvement	FPTPA006023	93.260	-	(3,481)
37223 - Family Planning National Training Center for Service Delivery Improvement	FPTPA006028	93.260	1,247,914	3,447,396
Total - CFDA #93.260 - Family Planning - Personnel Training			<u>1,247,914</u>	<u>3,444,062</u>
Direct Grant:				
37321 - HRSA RRHO	UH5HA30789	93.266	-	131,343
Total CFDA #93.266 - Health Systems Strengthening and HIV/AIDS Prevention, Care and Treatment under the President's Emergency Plan for AIDS Relief			<u>-</u>	<u>131,343</u>
Pass-through Grants:				
Passed through United Way/Greater Nashua:				
36937 - Nashua DFC Eval FY14	Agreement @ 9-30-16	93.276	-	4,075
Passed through Narragansett Prevention Partnership:				
37148 - NPP Evaluation	Agreement @ 1-01-16	93.276	-	11,282
Passed through Monadnock Alcohol and Drug Abuse Coalition:				
37184 - Monadnock TAP	Agreement @ 2-01-16	93.276	-	217
Passed through City of Franklin, NH:				
37290 - FMDTF DFC Eval	APW/COF/1.5.17	93.276	-	9,008
Passed through Mary Hitchcock Memorial Hospital:				
37324 - Upper Valley DFC Eval	Agreement @ 3-29-17	93.276	-	2,005
Total CFDA #93.276 - Drug-free Communities Support Program Grants			<u>-</u>	<u>26,587</u>

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Pass-through Grants:				
Passed through Commonwealth of Massachusetts				
Department of Health:				
HIV/AIDS Research, Training and Support	INTF-4111M04500824036	93.283	-	169,912
Passed through Catholic Medical Center Community				
Services:				
37315 - CMC Focus Group	APW/CMC/6.14.17	93.283	-	986
Passed through State of Vermont:				
37125 - VOHC Planning	30445	93.283	-	443
37212 - VT HPDP Evaluation	Contract #31786	93.283	-	9,457
Total - CFDA #93.283 - Centers for Disease Control and Prevention - Investigations and Technical Assistance			-	180,798
Direct Grant:				
36891 - PPHF 2013 - OSTLTS Partnerships	IU38OT000188	93.292	49,000	98,131
Total - CFDA #93.292 - National Public Health Improvement Initiative			49,000	98,131
Pass-through Grants:				
Passed through New Hampshire Dept. of Health and Human Services:				
37214 - NH Tobacco Helpline FY17	Agreement @ 07-01-16	93.305	-	122,169
Passed through Vermont Department of Health:				
37212 - Vermont Health Evaluation	Contract #31786	93.305	3,083	165,256
Total - CFDA #93.305 - Nat. State Based Tobacco Control Program			3,083	287,425
Pass-through Grants:				
Passed through the Association of State and Territorial Health Officials:				
37149 - ASTHO Adult Immunization	Agreement @ 1-01-16	93.524	-	488
37273 - ASTHO Toolkit	63-12913	93.524	-	4,879
Total - CFDA #93.524 - Building Capacity of the Public Health System to Improve Population Health through Nat'l. NPOs			-	5,367

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Pass-through Grant:				
Passed through the University of Colorado:				
37270 - TCPI	PSC-00584	93.638	-	38,452
Total - CFDA #93.638 - ACA Transforming Clinical Practice Initiative: Practice Transformation Networks (PTNs)			-	38,452
Direct Grant:				
37015 - Tobacco Use Prevention	NU58DP005338	93.735	-	63,449
Total - CFDA #93.735 - State Public Health Approaches for Ensuring Quitline Capacity			-	63,449
Pass-through Grants:				
Passed through State of New Hampshire:				
37048 - National Diabetes Prevention Program	1042855	93.757	-	142,265
37068 - Technical Assistance Network for Rural Health Clinics	1043188	93.757	28,320	74,676
37200 - Public Health Program Services Support	PO# 1031592	93.757	128,006	667,349
Total - CFDA #93.757 - State Public Health Actions to Prevent Diabetes, Heart Disease, Obesity and Assoc. Risk Factors			156,326	884,290
Pass-through Grants:				
Passed through Missouri Department of Health and Senior Services:				
37130 - MO HEAL	C315199001	93.758	-	26,257
Passed through Rhode Island Department of Health:				
37140 - RI Epidemiological Support	7549784	93.758	-	132,454
Total - CFDA #93.758 - Preventive Health and Health Services Block Grant Funded Soley with Prevention and Public Health Funds (PPHF)			-	158,711
Pass-through Grant:				
Passed through Lakes Region Partnership:				
37245 - NH DSRIP Region 5	APW/LRP/10.20.16	93.779	-	42,614
Total - CFDA #93.779 - Centers for Medicare and Medicaid Services (CMS) Research, Demonstrations and Evaluations			-	42,614

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Pass-through Grant:				
Passed through Commonwealth of Massachusetts				
Department of Public Health:				
HIV Care	INTF5264M04500824007	93.815	-	274,385
Total - CFDA #93.815 - Domestic Ebola Supplement to the ELC			-	274,385
Pass-through Grant:				
Passed through Commonwealth of Massachusetts				
Department of Public Health:				
37152 - Ebola CONOPS	PRF61	93.817	-	75,166
Total - CFDA #93.817 - Hospital Preparedness Program (HPP) Ebola Preparedness and Response Activities			-	75,166
Pass-through Grant:				
Passed through State of New Hampshire:				
37068 - Technical Assistance Network for Rural Health Clinics	PO# 1043188	93.913	-	34,468
Total - CFDA #93.913 - Grants to States for Operation of Offices of Rural Health			-	34,468
Direct Grants:				
37191 - HIV Integrated Planning	U69HA30144	93.914	28,320	499,114
37194 - RWHAP ACE Health Training	U69HA30143	93.914	30,000	396,859
37327 - CHATT Planning TA	U69HA30795	93.914	-	65,604
Pass-through Grant:				
Passed through Boston Public Health Commission:				
37170 - Quality Assurance	Agreement @ 3-01-16	93.914	-	102,435
Total - CFDA #93.914 - HIV Emergency Relief Project Grants			58,320	1,064,012
Pass-through Grant:				
Passed through Commonwealth of Massachusetts				
Department of Public Health:				
HIV Care	INTF-4971-M04500824092	93.917	-	285,562
Total - CFDA #93.917 - HIV Care Formula Grants			-	285,562

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED				
Pass-through Grant:				
Passed through the State of Vermont:				
37212 - VT LOL Survey	Contract #31786	93.919	-	13,830
Total - CFDA #93.919 - Cooperative Agreements for State-Based Comprehensive Breast and Cervical Cancer Early Detection Programs				13,830
Direct Grant:				
36967 - Healthy Start Performance Project	UF5MC26845	93.926	-	2,138,551
Total - CFDA #93.926 - Healthy Start Initiative				2,138,551
Direct Grant:				
36945 - CDC CBA FY15 - FY19	U65PS004406	93.939	-	878,721
Total - CFDA #93.939 - HIV Prevention Activities - NGO Based				878,721
Pass-through Grant:				
Passed through the State of Massachusetts:				
37153 - CoRECT Study	PRF61	93.943	-	64,927
Total - CFDA #93.943 - Epidemiologic Research Studies of Acquired Immunodeficiency System (AIDS) and Human Immunodeficiency Virus (HIV) Infection in Selected Groups				64,927
Pass-through Grants:				
Passed through South County Hospital Healthcare System:				
37091 - South County Health Equity Zone	Agreement @ 5-1-15	93.945	-	17,099
Passed through Vermont Department of Health				
37212 - Vermont Health Evaluation	Contract #31786	93.945	-	26,412
Total - CFDA #93.945 - Assistance Programs for Chronic Disease Prevention and Control				43,511
Pass-through Grants:				
Passed through State of Rhode Island:				
36801 - Prevention Resource Center	3316844	93.959	-	184,156
Passed through New Hamp: Prevention Certification Board of New Hampshire:				
37168 - NHPCB Workforce		93.959	-	24,243
Total - CFDA #93.959 - Block Grants for Prevention and Treatment of Substance Abuse				208,399

See notes to Schedule of Expenditures of Federal Awards.

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED				
Pass-through Grant:				
Passed through Arizona Family Health Partnership:				
37328 - AFHP CT Screening	17-JS11	93.977	-	826
Total - CFDA #93.977 - Sexually Transmitted Diseases (STD) Prevention and Control Grants			-	826
Pass-through Grants:				
Passed through Tri-County Health Department:				
37106 - Tri-County Health Programming	Agreement @ 9-25-15	93.994	-	40
Passed through Global Evaluation & Applied Research Solutions, Inc.:				
37236 - MCH/SMS Retreat TA	APW/GEARS/10.7.16	93.994	-	2,546
Total - CFDA #93.994 - Maternal & Child Health Services Block Grant to the States			-	2,586
TOTAL - U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			\$ -	\$ 13,688,441

U.S. DEPARTMENT OF HOMELAND SECURITY:

Direct Grants:				
United States Coast Guard -				
37076 - Nat'l. Life Jacket Wear Rate	3315FAN1502.05	97.012	\$ -	\$ (28,695)
37196 - Nat'l. Estimate of Life Jacket Wear Rate	3316FAN160206	97.012	8,474	104,533
37302 - Nat'l. Estimate of Life Jacket Wear Rate	3317FAN170210	97.012	8,237	161,946
Total CFDA #97.012 - Boating Safety Financial Assistance			16,711	237,784
TOTAL - U.S. DEPARTMENT OF HOMELAND SECURITY			\$ 16,711	\$ 237,784

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF JUSTICE:				
Pass-through Grants:				
Passed through State of New Hampshire:				
37205 - NH Juvenile Court Video	Agreement @ 9-01-15	16.540	-	13,376
37250 - Juvenile Diversion Evaluation		16.540	-	30,454
Total - CFDA #16.540 - Juvenile Justice and Delinquency Prevention - Allocation to States				43,830
TOTAL U.S. DEPARTMENT OF JUSTICE			-	\$ 43,830
 U.S. DEPARTMENT OF AGRICULTURE:				
Pass-through Grant:				
Passed through Food Insecurity Nutrition Incentive (FINI):				
37257 - FINI Evaluation	PRF61	10.331	\$ -	\$ 36,504
Total CFDA #10.331 - Food Insecurity Nutrition Incentive Grants Program				\$ 36,504
Pass-through Grant:				
Passed through Massachusetts Dept. of Elementary and Secondary Education:				
37167 - ESE Allergies Manual	Agreement @ 3-25-16	10.560	\$ -	\$ 99
Total CFDA #10.560 - State Administrative Expenses for Child Nutrition				99
Pass-through Grant:				
Passed through State of Vermont:				
37155 - VT SNAP Education Evaluation	30754	10.561	-	31,923
Total CFDA #10.561 - State Administrative Matching Grants for the Supplemental Nutrition Assistance Program				31,923
TOTAL - U.S. DEPARTMENT OF AGRICULTURE			\$ -	\$ 68,526

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF STATE:				
Pass-through Grant:				
Passed through Dreams Innovation Challenge:				
37188 - DREAMS	S-LMAQM-16-CA-1103	19.029	\$ 25,325,653	\$ 30,290,777
Total CFDA #19.029 - The U.S. President's Emergency Plan for AIDS Relief Programs			25,325,653	30,290,777
Direct Grant:				
37244 - Russia P2P	S-RS500-16-CA-179	19.900	-	96,530
Total CFDA #19.900 - AEECA/ESF PD Programs			-	96,530
TOTAL - U.S. DEPARTMENT OF STATE			\$ 25,325,653	\$ 30,387,307
 U.S. DEPARTMENT OF COMMERCE:				
Pass-through Grant:				
Passed through Regents of the University of Michigan:				
37303 - Cape Cod Coastal		11.419	\$ -	\$ 2,259
Total CFDA #11.419 - Coastal Zone Management Administration Awards			-	2,259
TOTAL U.S. DEPARTMENT OF COMMERCE			\$ -	\$ 2,259
 TOTAL FEDERAL AWARDS			 \$ 104,545,000	 \$ 240,595,875

JSI Research and Training Institute, Inc.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
September 30, 2017

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of JSI Research and Training Institute, Inc. under programs of the federal government for the year ended September 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of JSI Research and Training Institute, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of JSI Research and Training Institute, Inc.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 – INDIRECT COST RATE

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



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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate ("Organization"), which comprise the consolidated statement of financial position as of September 30, 2017, and the related consolidated statements of activities, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated April 23, 2018.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

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

Duxbury, Massachusetts
April 23, 2018



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

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

Report on Compliance for Each Major Federal Program

We have audited JSI Research and Training Institute, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of JSI Research and Training Institute, Inc.'s major federal programs for the year ended September 30, 2017. JSI Research and Training Institute, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

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

Opinion on Each Major Federal Program

In our opinion, JSI Research and Training Institute, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2017.

Report on Internal Control Over Compliance

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

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

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

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

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

A handwritten signature in black ink that reads "Norman R. Fongore, CPA". The signature is written in a cursive style with a large, stylized initial 'N'.

Duxbury, Massachusetts
April 23, 2018

JSI Research and Training Institute, Inc. and Affiliate
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
September 30, 2017

SECTION I - Summary of Auditors' Results:

Financial Statements

The type of report issued on the financial statements: Unmodified opinion

Internal control over financial reporting:

- Material weaknesses identified? No
- Significant deficiencies identified that are not considered to be material weaknesses? None reported

Noncompliance material to the financial statements noted? No

Federal Awards

Internal control over major programs:

- Material weaknesses identified? No
- Significant deficiencies identified that are not considered to be material weaknesses? No

Type of auditors' report issued on compliance for major programs: Unmodified opinion

Any audit findings which are required to be reported under 2 CFR section 200.516(a): No

- Identification of major programs: USAID Foreign Assistance for for Programs Overseas
CFDA #98.001

The U.S. President's
Emergency Plan for AIDS
Relief Programs
CFDA #19.029

Dollar threshold used to distinguish between Type A and Type B programs: \$3,000,000

Auditee qualified as low risk auditee under 2 CFR Section 200.520 Yes

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DUXBURY, MA 02332-4334



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STATUS OF PRIOR YEAR'S FINDINGS AND QUESTIONED COSTS

There were no reportable findings or questioned costs for the year ended September 30, 2016.



**JSI Research & Training Institute, Inc.
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Mike Useem, M.A., Ph.D.
William and Jacalyn Egan Professor of Management
Wharton School at University of Pennsylvania

LORI A. KIEL

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

lkiel@jsi.com

EDUCATION

BOSTON UNIVERSITY CORPORATE EDUCATION CENTER, BOSTON, MASSACHUSETTS
Certificate in Applied Project Management, 2010

HARVARD UNIVERSITY, CAMBRIDGE, MASSACHUSETTS
Completed Graduate Courses in Epidemiology and Human Resource Management, 1997–1998

EARLHAM COLLEGE, RICHMOND, INDIANA
B.A., Human Development and Social Relations, 1985

EXPERIENCE

JSI, Boston, Massachusetts

Project Management and Business Development, March, 1988 to present

Ms. Kiel has been with JSI for 30 years. She has worked on a variety of evaluation, training and research projects. She has successfully managed large projects involving teams of 8 – 20 staff, consultants, and subcontractors performing varied tasks with multiple deliverables. She also researches new business opportunities, develops and assists in the management of project budgets and coordinates business development activities for the Division of Health Services.

Selected projects:

Title X Family Planning Data Systems - Finance/Contracts Director, June 2018 to present

Assumed responsibilities for ten contracts for the support of Region I family planning data systems. Includes organizing, tracking and monitoring contracts, security agreements, and subcontractors. Involves numerous budget challenges including limited funds, allocating expenses logically and fairly, extensive interaction with the accounting, contracting and IT departments, as well as with programmatic staff.

Massachusetts Department of Public Health, Office of Statistics and Evaluation – Project Coordinator for the Director, July 2017 to June 2018

Developed tracking systems for documents submitted for review, data requests, and staff reviews. Involved facilitating meetings with staff to gather information needs, creating and analyzing surveys, creating spreadsheets and forms, and working with a JSI programmer on an ACCESS database. Updated and enhanced budget tracking spreadsheets. Reviewed and edited documents. Maintained Director's Schedule.

Massachusetts Department of Public Health, Office of Preparedness and Emergency Management – Contract Manager and Researcher/Analyst, January 2016 to December 2016

Developed and maintained workplan for team of eight. Reviewed and summarized background materials. Participated in stakeholder meetings designed to gather information to update the state response plan for Ebola Virus Disease and Other Emerging infections by refining and expanding the existing Concept of Operations. Assisted in the development of a comprehensive regional Ebola Virus or Special Pathogen Disease response plan for US DHHS Region I. Monitored budget, all expenditures and reports.

Massachusetts Department of Public Health, Office of Emergency Medical Services – Researcher/Analyst, January 2016 to June 2016

Conducted a SWOT Analysis of OEMS with the objective of developing actionable recommendations to improve operational effectiveness and efficiency. Involved primary and secondary data analysis, and quantitative and qualitative research. Data gathering included key informant interviews, observation of operations, focus groups, and document review.

Connecticut Department of Public Health, - Project Manager, January 2015 to December, 2015

Managed a billing training and technical assistance to Connecticut STD clinics and Community Health Centers to improve systems that allow for third-party reimbursement for HIV testing and other related co-infections (e.g. sexually transmitted infections, hepatitis C, tuberculosis). Participated in site visits and key informant interviews. Performed cost/benefit analysis and prepared reports. Maintained all consultant and subcontractor relationships, and monitored budget, all expenditures and reports.



Adirondack North Country Performing Provider System, December 2014 to January 2015

Researched and wrote the Community Resources and Assets section of a Community Needs Assessment.

Centers for Disease Control and Prevention, Project Manager, September 2011 to April 2014

Managed client, subcontract and team communications on national project to develop four online medication adherence strategy courses for care providers of HIV+ clients, one online condom distribution toolkit site, and a mobile application to aid PLWH with medication adherence. Conduct strategic planning, manage staff, monitor budget and submit monthly and final reports.

MDPH/Division of Health Professions Licensure (DHPL) – Project Manager, May–August 2013

Managed large JSI team reviewing policy and procedures around board functioning and licensing procedures of dentists, pharmacists and nurses. Reviewed selected case dispositions in a quality assessment, and made recommendations of bestpractices for improving the enforcement stages of the licensing process. Surveyed DHPL staff to contribute to job analysis and determine staffing needs.

Office of HIV/AIDS Policy, Department of Health and Human Services; Evaluating the Effectiveness of Mobile Technology Initiatives for Public Health Messaging, Project Manager, July 2011 to February 2013

Managed client, subcontract and team communications on national project to inventory mHealth initiatives, identify best practices and quality control processes across Federal programs, and to disseminate this information to federal departments and agencies. Conduct strategic planning, manage staff, monitor budget and submit monthly and final reports.

U.S. Department of Health and Human Services (HRSA, MCHB)

Conducted interviews with state, practice and parent participants in the Learning Collaborative (LC) on the Medical Home for Children with Special Health Care Needs. The goal was to assess and report on experiences with participant's involvement in the LC. Assessment focused on how the format influenced the way in which participants think about/act on quality improvement overall and how this was operationalized through the medical home concept.

National Non-occupational HIV Post-Exposure Prophylaxis Registry, U.S. Centers for Disease Control

Research Coordinator responsible for the management of reports submitted via fax, mail, and world wide web utilizing TELEform, Excel and Access software; ongoing communication with collaborating and sentinel sites; monitoring nPEP E-mail box and website; and management of nPEP toll-free phone system; preparation of monthly reports to CDC.

Training of Trainers for HIV/AIDS Fundamentals and Counseling and Testing Curricula, Massachusetts Department of Public Health HIV/AIDS Bureau

Recruitment Manager responsible for the recruitment, training, evaluation and contracting of consultant trainers for HIV/AIDS programs. Skills include on-going communication with AIDS Bureau, adult education specialists and experts in the fields of HIV/AIDS, substance abuse and other related topics.

Food Stamp Nutrition Education Program, New York Office of Temporary and Disability Assistance

Conducted formative and outcome evaluation of statewide nutrition education program for food stamp recipients as part of an evaluation team. Evaluation activities included county-level site visits, report writing, and data analysis. Formative evaluation findings contributing to development of statewide outcome evaluation plan. Assist sites with implementation of plan and provide technical assistance in other areas as needed. Research sources of nutrition information and resources.

Evaluation of HIV Prevention Services, New Hampshire Department of Public Health

Conducted evaluation of HIV prevention services for intravenous drug users and men who have sex with men. Evaluation activities include a consumer survey, a provider survey, site visits including interviews with program directors, educators and clients, as well as observations of interventions. Responsibilities included: training peers on survey administration, site visit coordination and interviews; summarizing past research; and, report writing.

Women of Color AIDS Council, Massachusetts Department of Public Health & Boston Public Health Commission
Finance/Contract Manager responsible for the oversight of two separate budgets, processing payments, tracking expenses and working closely with program staff to ensure smooth operation of a small, community-based organization.

HIV/AIDS Training for Health Care Workers, Massachusetts Department of Public Health, HIV/AIDS Bureau

Project Manager responsible for managing the project budget, conducting training needs assessments, convening advisory board meetings, developing coarse curriculum, selecting courses for inclusion in the annual training calendar, identifying training staff, managing the logistics of individual training events, evaluating workshops and writing monthly project reports.

Training of Health Care Providers to Address AIDS, National Institute of Mental Health

Project Coordinator providing 24 skill building workshops and one major conference per contract year. Conducted key-informant needs assessments interviews, staffed advisory boards, organized training events, assisted in evaluation activities and report writing.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: JSI Research & Training Institute, Inc.

Name of Contract: Family Planning Database System

BUDGET PERIOD: SFY 19 (4 mos. 3/1/19 to 6/30/19)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Lori Kiel	Project Manager	\$105,000	0.75%	\$787.50
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$787.50

BUDGET PERIOD: SFY 20				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Lori Kiel	Project Manager	\$105,000	2.25%	\$2,362.50
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$2,362.50

BUDGET PERIOD: SFY 21				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Lori Kiel	Project Manager	\$108,150	2.25%	\$2,433.38
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$2,433.38

BUDGET PERIOD: SFY 22				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Lori Kiel	Project Manager	\$111,395	2.25%	\$2,506.39
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$2,506.39

BUDGET PERIOD: SFY 23 (8 mos. 7/1/22 to 2/28/23)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Lori Kiel	Project Manager	\$114,738	1.50%	\$1,721.04
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$1,721.04

LS
2.1.19

Item # 17A ^{MAC}
G & C Approved 11-08-2017



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

October 26, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health, to enter into a **retroactive** agreement with JSI Research & Training Institute, Inc., Vendor #161611-B001, 44 Farnsworth Street, Boston, MA 02210-1211, in an amount not to exceed \$22,500, to provide the implementation, hosting and maintenance of a Family Planning Data Base, to be effective **retroactive** to September 1, 2017, upon date of Governor and Council approval, through February 28, 2019. 100% Federal Funds.

Funds are available in the following account for SFY 2018 and SFY 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2018	102-500731	Contracts for Program Services	90080004	\$7,500
SFY 2019	102-500731	Contracts for Program Services	90080004	\$15,000
			Total:	\$22,500

EXPLANATION

In lieu of the Department's decision to have the family planning contracts be approved at the same time, we are requesting a **retroactive** approval date of September 1, 2017. The potential lapse in service would significantly impact the integrity of our family planning data required for federal reporting. It is the Department's intent to re-procure for these services by publishing a Request For Proposals (RFP) during this contract extension period.

As a Title X Family Planning Services grantee, the New Hampshire Family Planning program is federally required to meet the specific data collection requirements of the Office of Population Affairs (OPA) for purposes of monitoring and reporting program performance (45 Code of Federal Regulations (CFR) Part 742 and 45 CFR Part 923). Funds in this agreement will be used to contract with JSI Research & Training Institute, Inc. (JSI), for New Hampshire's participation in the Region 1 Title X Family Planning Data Base System. In exchange for funding, JSI operates and maintains the regional data base system and provides project management, technical support, data collection, customer service, and report generation. All Region 1 grantees have expressed support of collectively funding JSI as it is currently the most cost effective and efficient means to continue to meet federal requirements.

The Family Planning Data Base System is the only data system that fulfills the federal reporting requirements. The system allows for the collection, aggregation and reporting of program specific data from Family Planning Services sub-grantees (clinical service sites) on demographic and social characteristics of Title X clients and their use of family planning and related preventive health services. All data are presented in summary form, which protects the confidentiality of individuals who receive Title X-funded services (42CFR Part 59). Data collected by the Family Planning Data Base System has multiple uses, which include monitoring performance and compliance with statutory requirements, fulfilling federal accountability and performance reporting requirements, and guiding programmatic activities.

The Family Planning Data Base System provides an easy mechanism for authorized New Hampshire Family Planning program staff to access program specific data and data reports for analysis and subsequent reporting to OPA via the Family Planning Annual Report (FPAR). In addition, data from this system is used by the New Hampshire Family Planning Program for the purposes of monitoring and improving the performance of Family Planning Service sub-grantees.

The data system enables the New Hampshire Family Planning Program to analyze the data based on socioeconomic and demographic status which allows the program to enhance its ability to reduce health disparities among reproductive age individuals by identifying opportunities for improvement. The data helps to ensure that preventative and reproductive health services are provided statewide to all reproductive age individuals, with emphasis on low income women. The data system allows the program to monitor access of reproductive health services including contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing and treatment of sexually transmitted diseases. This data collected from the data system enables the program to promote and improve the services provided by sub-grantees.

Should Governor and Executive Council not authorize this Request, the New Hampshire Family Planning program would not have the ability to comply with the federal reporting requirements as there is no other mechanism in place to collect, aggregate and report Title X data. Any lapse in contracting with JSI to maintain Title X data base impacts the integrity of annual data reporting.

JSI Research & Training Institute, Inc. was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from April 12, 2017 through May 23, 2017.

The Department received one (1) proposal. The proposal was reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposal. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to four (4) 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/objectives will be used to measure the effectiveness of the agreement:

- Assure the timely availability of Family Planning Data Base System application generated reports as well as their accuracy.
- Assure technical support services will be available 7 AM to 7 PM, seven (7) days per week to provide database maintenance, enhancement requests, and special requests while continuously available for project technical support 24 hours per day, seven (7) day per week.
- Managing system access to ensure secure and appropriate access to the application and associated data.
- Shall provide training services to system users to support system enhancements.

Area served: Statewide.

Source of Funds: 100% Federal Funds from United States Department of Health and Human Services, Office of Population Affairs (OPA), Office of the Assistant Secretary for Health (OASH), Catalog of Federal Domestic Assistance (CFDA) #93.217, Federal Award Identification Number (FAIN) #FPHPAO16248.

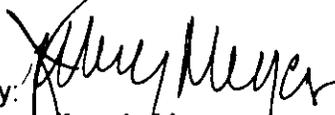
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **retroactive** contract with JSI Research & Training Institute, Inc. of Boston, MA as described below and referenced as DoIT No. 2018-014.

This is a request to enter into a contract with JSI Research and Training Institute for the operation and maintenance support of the existing Family Planning Data System. Services will include project management, system maintenance, technical support, data analysis, operations, customer service, and report generation.

The amount of the contract is not to exceed \$22,500.00, and shall become effective **retroactive** to September 1, 2017, upon Governor and Executive Council approval, through February 28, 2019.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/kaf
DoIT #2018-014

cc: Bruce Smith, IT Manager, DoIT



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

Family Planning Data System

RFP-2018-DPHS-17-FAMIL

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. JSI Research & Training Institute, Inc.
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Pass/Fail	Maximum Points	Actual Points
	250	140

1. Rhonda Siegel, Administrator II
2. Anne Marie Mercuri, Public Health Nurse Consultant
3. Haley Johnston, Program Assistant II
4. Ellen Chase-Lucard, Administrator II
5. Shelley Swanson, Administrator III
6. _____
7. _____
8. _____
9. _____

Subject: Family Planning Data System (RFP-2018-DPHS-17-FAMIL)

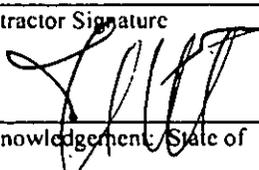
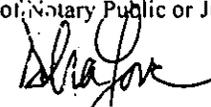
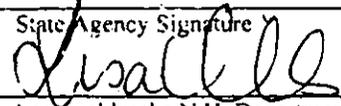
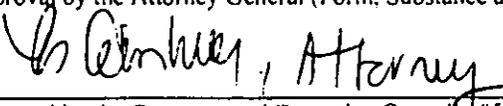
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute, Inc.		1.4 Contractor Address 44 Farnsworth Street Boston MA 02210-1211	
1.5 Contractor Phone Number 617-482-9485	1.6 Account Number 05-95-90-902010-55300000-102-500731	1.7 Completion Date 02/28/2019	1.8 Price Limitation \$22,500
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Stewart, Regional Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>November 1, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary Public DEBRA L. LOVE, Notary Public My Commission Expires October 16, 2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  , Attorney On: <u>11/1/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

2. SCOPE OF SERVICES

- 2.1 The Contractor shall provide Project Management Services to ensure the consistent and timely management of all activities across multiple organizations which shall include but not limited to:
 - 2.1.1 Organize and lead Region 1 Data Committee Meetings which consist of leadership from each of the eleven Family Planning grantees across the New England region as well as the Regional Consultant from the Title X office. Meetings are held quarterly or as required.
 - 2.1.2 Provide Management Services through the services of a sub-contractor and one consultant that provide ongoing services for the technical and operational support of the system. The Contractor shall be responsible for managing responsible for managing sub-contracts and performance of these Contractors.
 - 2.1.3 Provide Staff Management Services to adequately support contract services. The Project Manager shall be responsible for ongoing work assignments and performance reviews of assigned staff.
 - 2.1.4 The Contractor shall provide System Availability and Maintenance, which may be sub-contracted, for the hosting and maintenance of the computer environment that provides the Family Planning Data System application.
 - 2.1.5 The Contractor shall ensure the hosted environment is available for general system usage by the user community from 7 a.m. to 7 p.m. Eastern Standard Time as well as continuously available for project technical support 24 hours per day, seven (7) days per week.
 - 2.1.6 The Contractor shall provide services which shall include but are not limited to:



Exhibit A

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- 2.1.6.1 Maintain a secure data center with HVAC, redundant power and network configurations, fire detection and suppression and security.
 - 2.1.6.2 Maintain web/application, database, report and test servers.
 - 2.1.6.3 Maintain secure firewall configuration to prevent unauthorized access to servers.
 - 2.1.6.4 Ongoing daily incremental and weekly full backup of database and application.
 - 2.1.6.5 System monitoring ensuring uptime and general availability.
 - 2.1.6.6 Software maintenance including software patches and upgrades for all system applications and operating system.
 - 2.1.6.7 Provide certification of meeting all applicable laws that govern data access, maintenance, use and disclosure.
 - 2.1.7 The Contractor shall ensure that technical support is available 24 hours a day, seven (7) days per week.
 - 2.1.8 The Technical Support Services shall include, but are not limited to:
 - 2.1.8.1 Application and database maintenance shall require review and maintenance to ensure general availability and performance.
 - 2.1.8.2 Enhancement requests shall be implemented to improve the scope and quality of the services offered as approved by the Region 1 data committee and the Department.
 - 2.1.8.3 Special requests from system users for access to data, to modify system configurations, or to investigate anomalies in how the system provides data collection, data analysis, and reporting services.
 - 2.1.9 The Contractor shall provide Operation Services which shall include but are not limited to:
 - 2.1.9.1 Managing system access to ensure secure and appropriate access to the application and associated data.
 - 2.1.9.2 Internet-based data entry shall be reviewed to ensure site availability and performance for all Internet-based data entry users.
 - 2.1.9.3 PM export file processing shall be reviewed to ensure the timely and accurate processing of encounter records from batch file extracts from agencies' practice management and electronic medical records systems.
 - 2.1.9.4 Provide assistance with data analysis and reporting needs that is outside the ability of the requestor.
 - 2.1.10 The Contractor shall maintain a customer service help desk that consists of a help line and email services. The Help Desk shall serve as the primary point of contact for system users and shall be available from 8:00 a.m. to 5:00 p.m. eastern standard time on a daily basis. The Contractor shall provide a minimum of a four (4) hour response to user inquiries.
 - 2.1.11 The Contractor shall provide training services to system users to support system enhancements which shall include but not limited to:



Exhibit A

- 2.1.11.1 Training on the creation of batch file extracts of family planning encounter records from agency practice management or electronic medical record systems.
- 2.1.11.2 Training on the availability, creation and usage of reports. Reports shall be available via the suite of standard, non-standard, basic ad-hoc query, and enhanced ad-hoc query data analysis and reporting tools.
- 2.1.12 The Contractor shall produce a variety of data reports on an ongoing basis. The Contractor shall ensure the timely availability of these reports as well as their accuracy. Ongoing backup on a CD/disk availability and distribution shall include but not limited to:
 - 2.1.12.1 The Contractor shall create reports to NH DHHS grantee, as well as any subset of the participating sites in the region. Reports are created and validated then distributed to users.
 - 2.1.12.2 The Contractor shall provide assistance with periodic request for data analysis and report generation.

3. Staffing

- 3.1 The Contractor shall provide sufficient staff to perform all the tasks specified in this RFP. 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 to meet the scope of work in the RFP.
- 3.2 The Contractor's staffing structure must include a contract administrator to administer all scopes of work relative to this RFP, as well as progress and finance reporting. The Contractor must ensure that across all funded positions, in addition to subject matter expertise, there is a combined level of expertise, skills and ability to understand the data and reporting requirements.

4. Reporting

- 4.1 The Contractor shall provide quarterly reports.
 - 4.1.1 Reports shall be created and validated, then distributed via CD to NH DHHS grantee, as well as any subset of the participating sites in the region.
- 4.2 The Contractor shall provide on an annual basis the Family Planning Report, which shall be created, validated, and distributed via CD to NH DHHS.

5. Definitions

CD – Compact Disk

HVAC – Heating, Ventilation, and Air Conditioning

NH DHHS – New Hampshire Department of Health and Human Services

RFP – Request for Proposal



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.217, Federal Award Identification Number (FAIN) #FPHPAO16248, U. S. Department of Health and Human Services, Office of Population Affairs, Office of the Assistant Secretary for Health, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.2. The invoices must:
 - 4.2.1. Clearly identify the amount requested and the services performed during that period.
 - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 4.2.3. Separately identify any work and amount of attributable and performed by an approved contractor, if applicable.
 - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted electronically to:

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

dphscontractbilling@dhhs.nh.gov
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than forty (40) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

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Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI Research & Training Institute, Inc.

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

Budget Period: SFY 2018 (9/1/2017 - 6/30/2018)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 714.00	\$ -	\$ 714.00	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis
2. Employee Benefits	\$ -	\$ 271.32	\$ 271.32	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ 21.42	\$ 21.42	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ 35.70	\$ 35.70	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ 71.40	\$ 71.40	
8. Current Expenses	\$ -	\$ 71.40	\$ 71.40	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 6,200.00	\$ -	\$ 6,200.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Information Systems (indirect)	\$ -	\$ 28.56	\$ 28.56	
Human Resources (indirect)	\$ -	\$ 28.56	\$ 28.56	
General Administration (indirect)	\$ -	\$ 28.56	\$ 28.56	
Payroll and Accounting (indirect)	\$ -	\$ 28.56	\$ 28.56	
TOTAL	\$ 6,914.00	\$ 585.48	\$ 7,499.48	

Indirect As A Percent of Direct

8.5%

Contractor Initials: _____

Date: _____

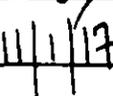



Exhibit B-2 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: JSI Research & Training Institute, Inc.

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

Budget Period: SFY 2019 (7/01/2018 - 2/28/2019)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 1,373.00	\$ -	\$ 1,373.00	The federally approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. includes fringe benefits (38% of salary) and other general operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis
2. Employee Benefits	\$ -	\$ 521.74	\$ 521.74	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ 41.19	\$ 41.19	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ 68.65	\$ 68.65	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ 137.30	\$ 137.30	
8. Current Expenses	\$ -	\$ 137.30	\$ 137.30	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 12,500.00	\$ -	\$ 12,500.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Information Systems (indirect)	\$ -	\$ 54.92	\$ 54.92	
Human Resources (indirect)	\$ -	\$ 54.92	\$ 54.92	
General Administration (indirect)	\$ -	\$ 54.92	\$ 54.92	
Payroll and Accounting (indirect)	\$ -	\$ 54.92	\$ 54.92	
TOTAL	\$ 13,873.00	\$ 1,125.86	\$ 14,998.86	

Indirect As A Percent of Direct

8.1%

Contractor Initials: 

Date: 11/1/19



SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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

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

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

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

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

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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:

The Department reserves the right to renew the Contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Contractor Name: JSI Research & Training Institute,
Inc.

Name: Jonathan Stewart
Title: Regional Director

11/1/2017
Date



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

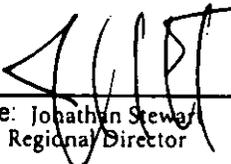
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to 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.

11/1/2017
Date


Name: Jonathan Stewart
Title: Regional Director



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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

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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).

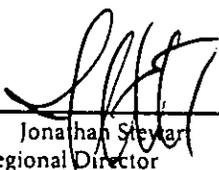
LOWER TIER COVERED TRANSACTIONS

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.

11/1/2017

Date


Name: Jonathan Stewart
Title: Regional Director



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: JSI Research & Training Institute, Inc.

11/1/2017

Date

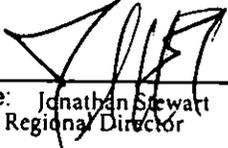

Name: Jonathan Stewart
Title: Regional Director

Exhibit G

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

Contractor Initials





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: JSI Research & Training Institute, Inc.

11/1/2017

Date

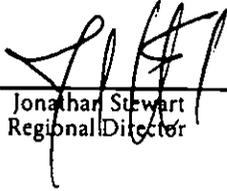

Name: Jonathan Stewart
Title: Regional Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Exhibit I

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

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

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

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, written over a horizontal line.



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

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Contractor Initials

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

Date 11/1/2017



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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Contractor Initials

A handwritten signature in black ink, appearing to be 'JL' or similar initials.

Date 11/1/2017



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

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

Department of Health and Human Services

The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR DPHS
Title of Authorized Representative

11/2/17
Date

JSI Research & Training Institute, In c.

Name of the Contractor

Jonathan Stewart
Signature of Authorized Representative

Jonathan Stewart
Name of Authorized Representative

Regional Director
Title of Authorized Representative

11/1/2017
Date

JS



**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.

11/1/2017

Date


Name: Jonathan Stewart
Title: Regional 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: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Breach notifications will be sent to the following email addresses:
 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

New Hampshire Department of Health and Human Services

Exhibit K



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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