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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF COMMUNITY BASED CARE SERVICES**

*Bureau of Drug and Alcohol Services*

Nicholas A. Toumpas  
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6738 1-800-804-0909

Kathleen Dunn  
Associate  
Commissioner

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October 28, 2015

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

*Retrospective  
Sole Source*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **retrospective, sole source** agreements with the vendors below, for the provision of clinical and evaluation services in support of the Hillsborough County – South’s Drug Court expansion effort, in an amount not to exceed \$851,622, effective October 1, 2015 through September 30, 2018, upon Governor and Executive Council approval. 100% Federal Funds.

Funds supporting this request are available in the following account for State Fiscal Year 2016, and are anticipated to be available in State Fiscal Years 2017 upon Fiscal Committee approval, and in 2018 and 2019 upon legislative approval of the next biennial budget and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-49-491510-5090 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, TREATMENT DRUG COURT GRANT

<b>Greater Nashua Mental Health Center at Community Council</b> 100 West Pearl Street, Nashua, NH 03060 Vendor #154112				
Fiscal Year	Class/Object	Class Title	Job Number	Amount
2016	102-500731	Contracts for Program Services	49155090	\$184,277.50
2017	102-500731	Contracts for Program Services	49155090	\$243,870.00
2018	102-500731	Contracts for Program Services	49155090	\$243,870.00
2019	102-500731	Contracts for Program Services	49155090	\$ 59,592.50
<b>Price Limitation</b>				<b>\$731,610.00</b>
<b>JSI Research &amp; Training Institute, Inc. dba Community Health Institute</b> 501 South Street, Bow, NH 03304 Vendor #161611 – B001				
Fiscal Year	Class/Object	Class Title	Job Number	Amount
2016	102-500731	Contracts for Program Services	49155090	\$ 31,383.00
2017	102-500731	Contracts for Program Services	49155090	\$ 40,004.00
2018	102-500731	Contracts for Program Services	49155090	\$ 40,004.00
2019	102-500731	Contracts for Program Services	49155090	\$ 8,621.00
<b>Price Limitation</b>				<b>\$120,012.00</b>

### EXPLANATION

This request to **retroactively** enter into two **sole source** agreements is made in response to the Department's receipt of additional Federal funding to support the efforts of the Hillsborough County South Drug Court. In September, the Department received a three (3) year grant to expand substance abuse treatment capacity within this specific Drug Court. The Substance Abuse and Mental Health Services Administration grant is specifically designed to work with the Drug Court's existing community partners. The grant application required the support of the current community partners, including the two primary contractors already working with this Drug Court, the Greater Nashua Mental Health Center and the Community Health Institute.

These agreements, combined with the existing resources that support the Hillsborough County South Drug Court, will allow more individuals to be served, obtain treatment, and to pursue a successful path to recovery and rehabilitation. The services to be provided include individual and group therapy, the use of specially designed, evidence-based curriculums, and evaluation services to assess and ensure the continued effectiveness of the model and the success of program participants. This model of treatment has been proven to improve recovery, reduce recidivism with respect to criminal activity, and reduce the need for incarceration for individuals experiencing addiction.

The agreements contain renewal language that allows the Department the right to renew the agreements for up to three (3) additional years, subject to the continued availability of Federal funds and satisfactory performance of services.

Should the Governor and Executive Council not approve this request, the Department would be not be in compliance with the Federal regulations pertaining to its grant award, and additional individuals would not receive these highly effective services – leaving them to continue their struggle with addiction and their involvement with New Hampshire's criminal justice system.

Area Served: Hillsborough County – South

Source of Funds: 100% Federal Funds from the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, SAMHSA Treatment Drug Courts, Catalog of Federal and Domestic Assistance Number, 93.243, Federal Award Identification Number (FAIN) # TI026092.

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

Respectfully submitted,



Kathleen A. Dunn, MPH  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

Subject: Clinical Services - Hillsborough County Drug Court Expansion

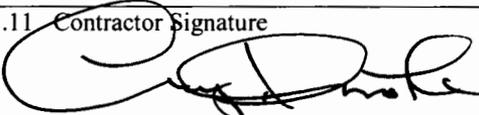
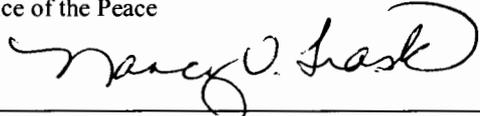
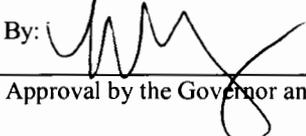
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Division of Community Based Care Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Nashua Mental Health Center at Community Council		1.4 Contractor Address 100 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603.402.1586	1.6 Account Number 05-95-49-491510-5090	1.7 Completion Date September 30, 2019 <i>MM</i> <i>2018 CA</i>	1.8 Price Limitation \$731,610.00
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory ERIC D. BORRIN, CEO	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i> On <i>Nov. 4, 2015</i> , 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]		 NANCY V. TRASK, Notary Public My Commission Expires April 27, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace Nancy V. Trask HR Manager			
1.14 State Agency Signature Marilee Nihan Date: <i>11/9/15</i>		1.15 Name and Title of State Agency Signatory Marilee Nihan Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel ( <i>if applicable</i> ) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) ( <i>if applicable</i> ) By:  On: <i>Megan A. V. Apple - Attorney 11/16/15</i>			
1.18 Approval by the Governor and Executive Council ( <i>if applicable</i> ) 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. Services to be Delivered

### 1.1 General Services

The Contractor shall provide assessment, treatment, case management, recovery support and overall program coordination services in support of the expansion of the Hillsborough County Drug Court Program (HCDC), pursuant to a grant received by the Department from the US Substance Abuse and Mental Health Services Administration's (SAMHSA), under the Grants to Expand Substance Abuse Treatment Capacity in Adult and Family Drug Courts (TI-15-002 Individual Grant Awards). The Department's applicable grant application abstract will serve as a guiding document for all services and responsibilities of the Contractor, with respect to this grant award, not otherwise described within this agreement.

The Contractor shall work collaboratively with the following entities and organizations participating in the HCDC:

- Southern Hillsborough County Superior Court;
- Southern Hillsborough County Attorney's Office;
- NH Public Defender's Program;
- NH Department of Corrections – Probation/Parole Department;
- Community Health Institute/JSI; and
- Nashua Police Department.

The Contractor's responsibility in the expansion of the HCDC includes but is not limited to:

- Early, continuous and intense treatment;
- Mandatory random drug testing;
- Distribution of court-approved incentives; and
- Other rehabilitative services.

### 1.2 Assessment and Treatment Planning Services

1.2.1 For each identified candidate to participate in the program, the Contractor shall utilize evidence-based tools to provide a comprehensive picture of each offender's criminogenic, substance use, and mental health risks and needs. The tools used shall include at minimum: the ASI and the Mental Health Screening Form – III (MHSF-III).

1.2.2 For individuals accepted into the program, the Contractor shall engage the individual in a more thorough bio-psycho-social assessment with a clinician familiar with both addiction and mental health evaluation and treatment. The clinician will review the results of the screenings referenced in 1.2.1, gather more information, if needed, about personal and family background, criminal and legal involvement, work history, medical problems, drug use, mental health and treatment history.

The Contractor shall utilize the American Society of Addiction Medicine (ASAM) criteria for service and treatment planning, and the Stages of Change



## Exhibit A

Readiness and treatment Eagerness Scale – Version 8 (SOCRATES 8) in the assessment process.

To identify and address the impact of violence and trauma, the Contractor shall screen program participants with the Life Events Checklist (LEC) upon admission, and shall use the Post Traumatic Stress Disorder (PTSD) Check List – 5 (PCL-5) – a self-reporting rating scale for PTSD.

1.2.3 The Contractor shall develop a comprehensive and individualized treatment plan for each program participant that includes interventions and therapeutic approaches that are evidence-based and include at minimum, the following or an equivalent thereof:

- Moral Reconciliation Therapy (MRT);
- Mapping-Enhanced Counseling (MEC);
- Thinking for a Change (T4C);
- Motivational Interviewing (MI);
- Cognitive Behavioral Therapy (CBT);
- and Medication Assisted Therapy (MAT).

1.2.3.1 The following six dimensions will be addressed in the development of the treatment plan:

- Acute Intoxication and/or Withdrawal Potential;
- Biomedical Conditions and Complications;
- Emotional, Behavioral, or Cognitive Problems and Complications;
- Readiness to Change;
- Relapse, Continued Use, or Continued Problem Potential; and
- Recovery Environment.

1.2.4 For those individuals whose assessments indicate a need for a different level of care than that provided by the Contractor, the Contractor shall work with the individual to obtain ASAM Level III or IV services from other organizations, including Keystone Hall, Phoenix House, Farnum Center, and Hampstead Hospital.

### 1.3 Treatment and Recovery Services

1.3.1 The Contractor shall provide, as appropriate, substance abuse treatment services to participants accepted into the program, including:

- ASAM Level I Outpatient Services;
- ASAM Level II Intensive Outpatient Services;
- MRT, including Group and Individual Counseling;
- Individual Counseling;
- MEC;
- Motivational Interviewing;
- Cognitive-Behavioral Therapy; and
- Medication-Assisted Therapy.



## Exhibit A

- 1.3.2 The following curriculums and interventions shall be utilized by the Contractor in the treatment of program participants:
- Getting Motivated to Change
  - Mapping the Journey: A Treatment Guidebook
  - Understanding and Reducing Angry Feelings
  - Unlock Your Thinking, Open Your Mind
  - Time Out! For Me
  - Building Social Network
  - Mapping Your Reentry Plan: Heading Home
  - Thinking for a Change
- 1.3.3 The Contractor shall develop relapse prevention plans for each program participant.
- 1.3.4 The Contractor shall conduct random urine analysis for each participant, including conducting confirmation testing if an individual denies use yet the result was positive or if there is another need for further information.
- 1.3.5 The Contractor shall provide medication-assisted treatment (naltrexone, suboxone) to uninsured participants, as contractual funding, or as other non-contractual funding, may support.
- 1.3.6 The Contractor shall ensure that all treatment services are provided by culturally competent staff members, and that all treatment interventions are delivered in either the participant's primary language or through the use of an interpreter.
- Treatment services shall be provided to gay, lesbian, bisexual and transgender individuals with similarly sensitive and respectful approaches.
- 1.3.7 The Contractor shall ensure that participants that have emotional and learning disabilities are linked with ancillary services and academic/vocational programming appropriate to their needs.
- 1.3.8 All treatment services shall adhere to existing Federal, State, and local regulations, rules and policies, as applicable.
- 1.4 Ancillary Services
- 1.4.1 The Contractor shall provide case management services that focus on:
- Stable Housing;
  - Employment and Career Skills;
  - Educational/Vocational Goals;
  - Life Skills, such as budgeting; and
  - Other Individualized Services as needed for each individual.
- 1.4.2 The Contractor shall support participant involvement in 12-step programs by encouraging family members of participants to attend a weekly multi-family group meeting, engage in family counseling, and interact with treatment providers. The Contractor shall ensure that participants are giving one hour per week of their time, in later stages of treatment, to give back and help facilitate treatment for those in earlier treatment phases.



## Exhibit A

- 1.4.3 The Contractor shall review the insurance status of program participants and assist them with application for or enrollment in a Qualified Health Plan (QHP), Medicaid, or Medicare, as appropriate.
- 1.4.4 The Contractor shall utilize an electronic health record for all program participants, and shall ensure services provided under this contract, that could be covered and paid for by a participant's insurer, are accordingly submitted to such insurer for payment. In no event shall contract funds be utilized for services that are covered by such insurers.
- 1.4.5 The Contractor shall provide referral services for program participants to receive STD/HIV/and HCV counseling and testing through the City of Nashua's Public Health Department, if the participant does not have a primary care doctor.
- 1.4.6 The Contractor shall develop a client incentive plan, for approval by the Program Director, which specifies how clients can receive the cash incentive to encourage participation in the program. Cash incentives are limited to no more than \$10/client/initiative not to annually exceed \$750 in the aggregate across all clients and programs.
- 1.5 Program Coordination
- 1.5.1 The Contractor shall coordinate with and support the HCDC's overall efforts to achieve positive outcomes for program participants by:
- Timely assessing individuals referred to the program by the HCDC;
  - Beginning treatment for accepted individuals within two to three days of the HCDC's acceptance of a plea from the individual;
  - Assisting in the development of proximal and distal goals for each participant;
  - Conducting weekly Drug Court Team meetings to review the weekly progress of each participant;
  - Providing input and supporting documentation on recommended sanctions and incentives based on an individual's progress;
  - Conducting monthly HCDC meetings to review the status of program, data from evaluators, make appropriate modifications and celebrate successes;
  - Participating in the development of operational standards and policies for Drug Court, in conjunction with other participating agencies;
  - Supporting continuing interdisciplinary education of the Drug Court Team; and
  - Supporting HCDC efforts to forge partnerships among drug courts, public agencies and community-based organizations to generate local support and improve the effectiveness of the HCDC. This shall include recruiting a member for the Steering Committee, and attending statewide drug court meetings and trainings.



## Exhibit A

### 1.6 Data Reporting and Quality Assurance

1.6.1 The Contractor shall work in conjunction with the project's Data Manager, an employee of the Community Health Institute, to ensure that the Center for Substance Abuse Treatment's (CSAT) Common Data Platform (CDP) web system is used to report client-level performance data on a variety of measures, including but not limited to:

- Client substance abuse;
- Criminal activity;
- Social, work and living environments;
- Social and family connections;
- Treatment, engagement and adherence; and
- Education and employment status.

1.6.2 The Contractor shall instruct its staff and provide the supervision necessary to ensure that data entered on the CDP is accurate and timely completed.

1.6.3 The Contractor shall meet with the project's Data Manager to review evaluation reports, in a timely manner, and to facilitate program development and improvement.

1.6.4 The Contractor shall assist the project's Data Manager in the completion of required quarterly reports to contract funding agencies.

### 1.4 Training

1.4.1 The Contractor shall ensure clinical staff and case managers, participating in the Drug Court Team and providing direct clinical services to program participants, are trained on the use of evidence-based tools, such as the ASI used in early assessment, and MRT and other interventions.

1.4.2 The Contractor shall ensure that at least one (1) member of its staff performing services under this contract attend the annual National Association of Drug Court Professionals conference

## 2. Population Served

The Contractor shall serve two populations within the HCDC. The current program population represents the current HCDC capacity to serve 40 individuals. The expanded program population represents the newly expanded capacity supported by this contract.

2.1 Current Program Population: the Contractor shall provide only those services that were previously not available to these participants in the HCDC.

2.2 Expanded Program Population: HCDC participants will receive the full array of services included in this contract.

## 3. Staffing

3.1 The Contractor shall provide staff sufficient to perform the contracted services, including at minimum:

3.1.1 Drug Court Coordinator (1 Full Time) – this individual will provide overall coordination for the program and its activities.



## Exhibit A

- 3.1.2 Therapist (1 Full Time) – this individual will provide oversight for and supervision of the program’s assessment and treatment services, and may attend occasional court sessions and planning meetings. The individual shall be licensed as a master’s level clinician with experience in mental health and substance use disorders.
  - 3.1.3 Case Managers (1.5 Full Time Equivalent) – these individuals will provide to program participants: case management services, education and vocational counseling, referrals, address life skills, and provide assistance with housing and budgeting. These individuals will also attend weekly court meetings, collaborate with and report to other team members, and assist with initial identification and risk assessment for candidates for the program.
  - 3.1.4 Psychiatric Services (2 hours per week for 52 weeks) – individuals providing these service may be employees or subcontractors of the Contractor, and will provide Medication Assisted Therapy (for use of naltrexone or suboxone) for uninsured program participants.
- 3.2 The Contractor shall ensure that all clinical staff serving program participants have an understanding of the current definition of trauma and are knowledgeable about the diagnosis and treatment of trauma and stressor related disorders.

## 4. Compliance

- 4.1 The Contractor’s assigned project staff shall comply with the State of New Hampshire Office of Information Technology Computer Use agreement.
- 4.2 Culturally and Linguistically Appropriate Standards of Care  
The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:
  - 4.2.1 Assess the ethnic/cultural needs, resources and assets of their community.
  - 4.2.2 Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
  - 4.2.3 When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
  - 4.2.4 Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.



## Exhibit A

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The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

### 5. Performance and Quality Improvement Measures

- 5.1 The Contractor shall meet with the program's Data Manager to receive feedback, derived from Participant Feedback Surveys, so that the team can tailor improvements to the program accordingly.
- 5.2 The Contractor shall participate in periodic evaluation meetings with Drug Court Team members that are facilitated by the program's Data Manager.



## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement, in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Contract period: October 1, 2015 through September 30, ~~2019~~ 2018 *CD*
3. The Contractor shall be reimbursed for providing and delivering the services described in Exhibit A, Scope of Services, on a cost reimbursement basis and pursuant to the budgets contained in Exhibit B-1 for the applicable state fiscal year.
4. The Contractor shall ensure services provided under this Agreement, that could be covered and paid for by a participant's insurer, are accordingly submitted to such insurer for payment. In no event shall the Agreement's funds be utilized for services that are covered by such insurers, or any other third parties.
5. The services described in Exhibit A, Scope of Services, are funded with Federal funds made available under:

CFDA #:	93.243
Federal Agency:	U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration
Program Title:	SAMHSA Treatment Drug Courts
FAIN:	TI026092
6. The Contractor agrees to provide the services described in Exhibit A, Scope of Services, in compliance with the Federal requirements applicable to the funding source stated in paragraph 5.
7. The Contractor shall submit an invoice, in a form satisfactory to the Department, by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Department shall make payment to the Contractor, within thirty (30) days of receipt of such invoice, for services provided pursuant to this Agreement. The final invoice shall be due to the Department no later than thirty (30) days after the Contract Period's expiration. The invoice shall be sent to:

Donna Walker  
NH Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of 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.
9. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to the terms of the General Provisions, adjustments to amounts within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of Governor and Council. Budget adjustments will not be accepted after May 30<sup>th</sup> of each contract year.

**Exhibit B-1  
Budget**

**New Hampshire Department of Health and Human Services**

**Contractor Name:** Greater Nashua Mental Health Center

**Budget Request for:** Clinical Services - Hillsborough County Drug Court Expansion

**Budget Period:** 10/1/15 - 6/30/16

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>
1. Total Salary/Wages	\$ 116,250.00	\$ 11,625.00	\$ 127,875.00
2. Employee Benefits	\$ 26,737.50	\$ 2,673.75	\$ 29,411.25
3. Travel	\$ 5,000.00	\$ 500.00	\$ 5,500.00
4. Pharmacy	\$ -	\$ -	\$ -
Suboxone (2 people x 12 months)	\$ 2,250.00	\$ 225.00	\$ 2,475.00
Naltrexone (3 people per year)	\$ 1,125.00	\$ 112.50	\$ 1,237.50
5. Subcontracts/Agreements	\$ 15,600.00	\$ 1,560.00	\$ 17,160.00
6. Other (specific details mandatory):	\$ -	\$ -	\$ -
Client Incentives	\$ 562.50	\$ 56.25	\$ 618.75
<b>TOTAL</b>	<b>\$ 167,525.00</b>	<b>\$ 16,752.50</b>	<b>\$ 184,277.50</b>

Indirect As A Percent of Direct

10.0%

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Greater Nashua Mental Health Center

**Budget Request for:** Clinical Services - Hillsborough County Drug Court Expansion

**Budget Period:** 7/1/16 - 6/30/17

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 155,000.00	\$ 15,500.00	\$ 170,500.00	
2. Employee Benefits	\$ 35,650.00	\$ 3,565.00	\$ 39,215.00	
3. Travel	\$ 5,000.00	\$ 500.00	\$ 5,500.00	
4. Pharmacy	\$ -	\$ -	\$ -	
Suboxone (2 people x 12 months)	\$ 3,000.00	\$ 300.00	\$ 3,300.00	
Naltrexone (3 people per year)	\$ 1,500.00	\$ 150.00	\$ 1,650.00	
5. Subcontracts/Agreements	\$ 20,800.00	\$ 2,080.00	\$ 22,880.00	
6. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Client Incentives	\$ 750.00	\$ 75.00	\$ 825.00	
<b>TOTAL</b>	<b>\$ 221,700.00</b>	<b>\$ 22,170.00</b>	<b>\$ 243,870.00</b>	

Indirect As A Percent of Direct

10.0%

**Exhibit B-1  
Budget**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Greater Nashua Mental Health Center

**Budget Request for:** Clinical Services - Hillsborough County Drug Court Expansion

**Budget Period:** 7/1/17 - 6/30/18

Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 155,000.00	\$ 15,500.00	\$ 170,500.00
2. Employee Benefits	\$ 35,650.00	\$ 3,565.00	\$ 39,215.00
3. Travel	\$ 5,000.00	\$ 500.00	\$ 5,500.00
4. Pharmacy	\$ -	\$ -	\$ -
Suboxone (2 people x 12 months)	\$ 3,000.00	\$ 300.00	\$ 3,300.00
Naltrexone (3 people per year)	\$ 1,500.00	\$ 150.00	\$ 1,650.00
5. Subcontracts/Agreements	\$ 20,800.00	\$ 2,080.00	\$ 22,880.00
6. Other (specific details mandatory):	\$ -	\$ -	\$ -
Client Incentives	\$ 750.00	\$ 75.00	\$ 825.00
<b>TOTAL</b>	<b>\$ 221,700.00</b>	<b>\$ 22,170.00</b>	<b>\$ 243,870.00</b>

Indirect As A Percent of Direct

10.0%

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Greater Nashua Mental Health Center

**Budget Request for:** Clinical Services - Hillsborough County Drug Court Expansion

**Budget Period:** 7/1/18 - 9/30/18

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect Cost
1. Total Salary/Wages	\$ 38,750.00	\$ 3,875.00	\$ 42,625.00	
2. Employee Benefits	\$ 8,912.50	\$ 891.25	\$ 9,803.75	
3. Travel	\$ -	\$ -	\$ -	
4. Pharmacy	\$ -	\$ -	\$ -	
Suboxone (2 people x 3 months)	\$ 750.00	\$ 75.00	\$ 825.00	
Naltrexone (3 people per year)	\$ 375.00	\$ 37.50	\$ 412.50	
5. Subcontracts/Agreements	\$ 5,200.00	\$ 520.00	\$ 5,720.00	
6. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Client Incentives	\$ 187.50	\$ 18.75	\$ 206.25	
<b>TOTAL</b>	<b>\$ 54,175.00</b>	<b>\$ 5,417.50</b>	<b>\$ 59,592.50</b>	

Indirect As A Percent of Direct

10.0%

NH DHHS  
Exhibit B-1 Budget

Contractor Initials: CA

Page 2 of 2

Date: 11-4-15



### 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;



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

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

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



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

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



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

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

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

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

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

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

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

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

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



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

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

#### 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.



**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. The Division reserves the right to renew the Agreement for up to three 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



- 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:

11-4-15  
Date

  
Name: Charles D. Amos  
Title: CEO



**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:

Name: Craig D. Smith  
Title: CEO

11-4-15.  
Date



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

11-4-15  
Date

  
Name: Charles D. Amott  
Title: CEO



**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 CA

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.

11-4-15  
Date

Contractor Name:



Name: Charles J. Amos  
Title: CEO

Exhibit G

Contractor Initials CA

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



**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:

Name: Craig D. Amato  
Title: CEO

11-4-15  
Date



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.



Exhibit I

- l. "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



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



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.



Exhibit I

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

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

\_\_\_\_\_  
The State

Marilee Nihan  
Signature of Authorized Representative

Marilee Nihan  
Name of Authorized Representative

Deputy Commissioner  
Title of Authorized Representative

11/9/15  
Date

GREATER NASHUA MENTAL HEALTH CENTER  
AT COMMUNITY COUNCIL  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

CRISTO D. AMOTH  
Name of Authorized Representative

CEO  
Title of Authorized Representative

11-4-15  
Date



**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:

Name: Craig S. Amott  
Title: CEO

11-4-15  
Date



**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: 018249823

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

NO  YES

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

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

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

NO  YES

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

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

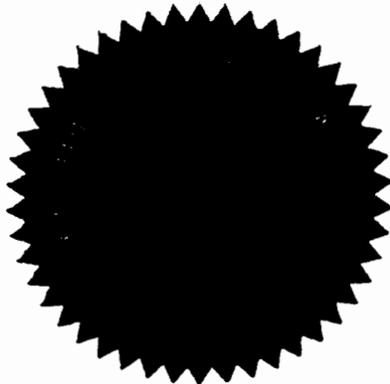
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 Greater Nashua Mental Health Center at Community Council is a New Hampshire trade name registered on October 21, 2008 and that THE COMMUNITY COUNCIL OF NASHUA, N.H. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Jone D. LaBombard, do hereby certify that:  
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Community Council of Nashua NH.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 11/4/15:  
(Date)

**RESOLVED:** That the President and CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 4<sup>th</sup> day of November, 2015.  
(Date Contract Signed)

4. Craig Amoth is the duly elected President and CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jone D LaBombard  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 4<sup>th</sup> day of Nov., 2015.

By Jone D. La Bombard  
(Name of Elected Officer of the Agency)

Nancy V. Trask  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: NANCY V. TRASK, Notary Public  
My Commission Expires April 27, 2016



**COMMUNITY COUNCIL OF NASHUA, NH**  
**DBA**  
**Greater Nashua Mental Health Center at Community Council**

**MISSION**

**Greater Nashua Mental Health Center  
at Community Council works with the community  
to meet the mental health needs of its residents by  
providing evaluation, treatment, resource  
development, education, and research.**

# Greater Nashua Mental Health Center

*at Community Council*

---

## BOARD OF DIRECTORS 2015

March 20, 2015

PRESIDENT  
FIRST VICE PRESIDENT  
SECRETARY  
TREASURER  
EXECUTIVE DIRECTOR

James Fasoli  
Edmund Sylvia  
Jone Labombard  
Marie Tule, CPA  
Stuart Hemming

### TERM EXPIRES FEBRUARY 2018

James S. Fasoli (2009)

Mary Ann Somerville (2012)

Elizabeth Sheehan (2015)

### TERM EXPIRES FEBRUARY 2017

Pamela Burns (2011)

Christine M. Furman (2014)

Kathie Rice Orshak, MA (2011)

Tanya L. Spony, Esq. (2014)

Edmund Sylvia (2011)

Marie Tule, CPA (2011)

### TERM EXPIRES FEBRUARY 2016

Sanders F Burstein, MD (2013)

Jone Labombard (2010)



7 & 15 Prospect Street • 100 West Pearl Street • 440 Amherst Street • Nashua, NH 03060  
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**Community Council of Nashua, NH**

Audited Financial Statements  
and Other Financial Information

*Year Ended June 30, 2014*  
*(With Certain Financial Information Presented*  
*for the Year Ended June 30, 2013)*  
*With Independent Auditors' Report*

COMMUNITY COUNCIL OF NASHUA, NH

Audited Financial Statements  
and Other Financial Information

Year Ended June 30, 2014  
(With Certain Financial Information Presented  
for the Year Ended June 30, 2013)

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# BAKER NEWMAN NOYES

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Community Council of Nashua, NH

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

We have audited the accompanying financial statements of Community Council of Nashua, NH which comprise the statement of financial position as of June 30, 2014, and the related statements of activities and changes in net assets, revenues and functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

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

Management is responsible for the preparation and fair presentation of these 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 financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the 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 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 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 financial statements referred to above present fairly, in all material respects, the financial position of Community Council of Nashua, NH as of June 30, 2014, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

To the Board of Directors  
Community Council of Nashua, NH

### **Report on Summarized Comparative Information**

We have previously audited Community Council of Nashua, NH's 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 18, 2013. In our opinion, the summarized comparative information presented herein for the year ended June 30, 2013, is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

#### ***Other Information***

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

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

In accordance with *Government Auditing Standards*, we have also issued our report dated December 3, 2014 on our consideration of Community Council of Nashua, NH's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on 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 Community Council of Nashua, NH's internal control over financial reporting and compliance.

Manchester, New Hampshire  
December 3, 2014

*Baker Newman & Noyes*

Limited Liability Company

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF FINANCIAL POSITION

June 30, 2014 and 2013

ASSETS

	<u>2014</u>	<u>2013</u>
Cash and cash equivalents	\$ 152,211	\$ 502,190
Accounts receivable, less allowance for uncollectible accounts of \$939,016 in 2014 and \$969,683 in 2013	2,085,684	1,353,102
Investments	2,034,894	2,112,993
Prepaid expenses	135,497	132,040
Property and equipment, net	3,174,656	3,237,652
Debt issuance costs, net of accumulated amortization of \$11,649 in 2014 and \$8,668 in 2013	<u>6,308</u>	<u>9,289</u>
Total assets	<u>\$7,589,250</u>	<u>\$7,347,266</u>

LIABILITIES AND NET ASSETS

Liabilities:		
Line of credit	\$ 750,000	\$ -
Accounts payable and accrued expenses	123,753	97,447
Accrued payroll	198,590	141,515
Accrued vacation	479,101	472,020
Deferred revenue	5,000	38,654
Medicaid payable	22,617	49,758
Notes payable	1,901,721	1,989,398
Capital lease obligation	20,035	64,104
Contingency reserve	613,745	730,449
Interest rate swap contract	<u>9,420</u>	<u>30,301</u>
Total liabilities	4,123,982	3,613,646
Net assets:		
Unrestricted	3,314,202	2,164,149
Temporarily restricted	52,473	1,470,878
Permanently restricted	<u>98,593</u>	<u>98,593</u>
Total net assets	<u>3,465,268</u>	<u>3,733,620</u>
Total liabilities and net assets	<u>\$7,589,250</u>	<u>\$7,347,266</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF ACTIVITIES  
AND CHANGES IN NET ASSETS

Year Ended June 30, 2014  
(With Certain Financial Information Presented for the Year Ended June 30, 2013)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2014</u>	<u>2013</u>
<b>Revenues, gains and other support:</b>					
Program service fees	\$11,117,843	\$ -	\$ -	\$11,117,843	\$11,097,089
Bad debt expense	<u>(1,415,329)</u>	<u>-</u>	<u>-</u>	<u>(1,415,329)</u>	<u>(1,255,929)</u>
Program service fees, less bad debt expense	9,702,514	-	-	9,702,514	9,841,160
State of New Hampshire - BBH	853,919	-	-	853,919	734,043
Federal grants	831,433	-	-	831,433	990,878
Rental income	71,752	-	-	71,752	56,768
Support, local governments	63,582	-	-	63,582	63,112
Contributions	28,939	-	-	28,939	46,433
United Way	2,015	-	-	2,015	33,997
Other	112,241	-	-	112,241	159,450
Net assets released from restriction (note 9)	<u>1,588,021</u>	<u>(1,588,021)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues, gains and other support	13,254,416	(1,588,021)	-	11,666,395	11,925,841
<b>Expenses:</b>					
<b>BBH funded program services:</b>					
Children's services	2,007,768	-	-	2,007,768	2,015,314
Elderly services	547,366	-	-	547,366	470,318
Intake/placement services	31,798	-	-	31,798	180,119
Crisis response	158,895	-	-	158,895	218,368
Brief hospitalization	-	-	-	-	7,319
Vocational services	236,100	-	-	236,100	216,537
Adult outpatient	1,173,547	-	-	1,173,547	1,098,840
Multi-service team	3,479,205	-	-	3,479,205	3,253,413
ACT Team	608,838	-	-	608,838	475,022
Independent housing	1,218,168	-	-	1,218,168	1,012,482
Substance abuse	633,550	-	-	633,550	522,855
<b>Other non-BBH funded program services:</b>					
Child impact	33,012	-	-	33,012	31,478
PRC Hopes	-	-	-	-	24,565
Court division	99,785	-	-	99,785	141,200
SAMHSA	299,540	-	-	299,540	548,192
RAISE	22,742	-	-	22,742	41,701
Supervised visitation	110,328	-	-	110,328	110,564
Research	<u>413,000</u>	<u>-</u>	<u>-</u>	<u>413,000</u>	<u>405,368</u>
Total program services	11,073,642	-	-	11,073,642	10,773,655
Administrative expenses	1,141,904	-	-	1,141,904	1,687,328
Change in fair value of interest rate swap contract	<u>(20,881)</u>	<u>-</u>	<u>-</u>	<u>(20,881)</u>	<u>(17,157)</u>
Total expenses	<u>12,194,665</u>	<u>-</u>	<u>-</u>	<u>12,194,665</u>	<u>12,443,826</u>
Income (loss) from operations	1,059,751	(1,588,021)	-	(528,270)	(517,985)

**COMMUNITY COUNCIL OF NASHUA, NH**  
**STATEMENT OF ACTIVITIES**  
**AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2014  
(With Certain Financial Information Presented for the Year Ended June 30, 2013)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2014</u>	<u>2013</u>
Income (loss) from operations	\$ 1,059,751	\$(1,588,021)	\$ -	\$ (528,270)	\$ (517,985)
Other income:					
Investment income	27,498	37,088	-	64,586	62,926
Realized and unrealized gains on investments	<u>62,804</u>	<u>132,528</u>	<u>-</u>	<u>195,332</u>	<u>106,688</u>
Total other income	<u>90,302</u>	<u>169,616</u>	<u>-</u>	<u>259,918</u>	<u>169,614</u>
Excess (deficiency) of revenues, gains and other support and other income over expenses and increase (decrease) in net assets	1,150,053	(1,418,405)	-	(268,352)	(348,371)
Net assets, beginning of year	<u>2,164,149</u>	<u>1,470,878</u>	<u>98,593</u>	<u>3,733,620</u>	<u>4,081,991</u>
Net assets, end of year	<u>\$ 3,314,202</u>	<u>\$ 52,473</u>	<u>\$ 98,593</u>	<u>\$ 3,465,268</u>	<u>\$ 3,733,620</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF CASH FLOWS

Years Ended June 30, 2014 and 2013

	2014	2013
Cash flows from operating activities:		
Decrease in net assets	\$ (268,352)	\$ (348,371)
Adjustments to reconcile decrease in net assets to net cash (used) provided by operating activities:		
Depreciation and amortization	203,872	189,941
Net realized and unrealized gains on investments	(195,332)	(106,688)
Bad debt expense	1,415,329	1,255,929
Change in fair value of interest rate swap contract	(20,881)	(17,157)
Changes in operating assets and liabilities:		
Accounts receivable, net	(2,147,911)	(570,509)
Prepaid expenses	(3,457)	(56,453)
Accounts payable and accrued expenses	26,306	(131,829)
Accrued payroll and vacation	64,156	25,226
Medicaid payable	(27,141)	1,347
Deferred revenue	(33,654)	3,978
Contingency reserve	(116,704)	-
Net cash (used) provided by operating activities	(1,103,769)	245,414
Cash flows from investing activities:		
Purchases of investments	(989,682)	(892,284)
Proceeds from sale of investments	1,263,113	911,838
Purchase of fixed assets	(137,895)	(392,829)
Net cash provided (used) by investing activities	135,536	(373,275)
Cash flows from financing activities:		
Proceeds from long-term debt and line of credit	1,270,000	610,000
Principal payments on long-term debt and line of credit	(607,677)	(457,423)
Payments on capital lease obligation	(44,069)	(48,076)
Net cash provided by financing activities	618,254	104,501
Net decrease in cash and cash equivalents	(349,979)	(23,360)
Cash and cash equivalents, beginning of year	502,190	525,550
Cash and cash equivalents, end of year	\$ 152,211	\$ 502,190
Supplemental disclosures of cash flow information:		
Cash paid for:		
Interest	\$ 122,240	\$ 108,806

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENT OF REVENUES AND FUNCTIONAL EXPENSES

Year Ended June 30, 2014

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Non-DRH	Brief/DRF	Vocational Services	Adult Outpatient
Program service fees										
Net client fees	\$ 433,222	\$ -	\$ 433,222	\$ (3,839)	\$ 42,449	\$ 2,671	\$ 2,859	\$ 4,816	\$ 11,231	\$ 78,611
BC/BS	411,589	-	411,589	113,835	17,273	1,431	800	2,821	-	120,039
Medicaid	7,690,226	-	7,690,226	2,923,969	431,085	4,622	1,563	4,695	118,831	276,709
Medicare	637,471	-	637,471	424	119,600	2,151	1,962	7,222	-	213,489
Other insurance	353,305	-	353,305	67,602	17,660	2,358	692	2,326	-	87,128
Other program fees	176,701	-	176,701	-	-	-	-	-	-	-
Total program service fees	9,702,514	-	9,702,514	3,101,991	628,067	13,233	7,876	21,880	130,062	775,976
State of New Hampshire - BBH	853,919	-	853,919	-	-	-	71,736	-	1,500	(7,292)
Federal grants	831,433	-	831,433	3,198	1,274	-	-	-	-	204,114
Rental income	71,752	-	71,752	-	-	-	-	-	-	-
Support, local governments	63,582	-	63,582	-	-	-	-	-	-	63,582
Contributions	28,939	-	28,939	150	-	-	-	-	-	24,223
United Way	2,015	-	2,015	-	-	-	-	-	-	1,708
Other revenue (including nonoperating and restricted)	372,159	-	372,159	3,000	-	-	-	-	14,793	349,856
Total revenue	11,926,313	-	11,926,313	3,108,339	629,341	13,233	79,612	21,880	146,355	1,412,167

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Non-DRH	Brief/DRF	Vocational Services	Adult Outpatient
Expenses:										
Salaries and wages	\$ 7,605,725	\$ 531,618	\$ 7,074,107	\$ 1,354,978	\$ 392,062	\$ (1,680)	\$ 142,897	\$ -	\$ 160,028	\$ 671,637
Employee benefits	1,513,703	134,259	1,379,444	281,045	62,015	18,279	4,618	-	32,179	69,778
Payroll taxes	571,749	30,013	532,736	108,132	29,263	(187)	4,917	-	12,446	49,183
Substitute staff	31,152	15,309	15,843	15,843	-	-	-	-	-	-
Accounting	53,446	53,461	(15)	-	-	-	-	-	-	-
Audit fees	33,142	10,739	22,403	5,144	1,099	399	161	-	524	1,765
Legal fees	5,700	4,764	936	-	-	-	-	-	-	-
Other prof. fees/consultations	329,758	104,681	225,077	11,601	1,766	214	86	-	282	16,939
Journals and publications	737	152	585	90	19	7	3	-	48	30
Conferences and conventions	22,640	2,874	19,766	4,210	674	2	1	-	77	1,028
Other staff development	2,460	1,868	592	10	2	1	-	-	1	3
Rent	-	(536)	536	(628)	(136)	(49)	(20)	-	(65)	(218)
Mortgage (interest)	97,531	97,531	-	-	-	-	-	-	-	97,531
Heating costs	28,255	4,591	23,664	5,376	1,161	421	170	-	554	1,865
Other utilities	88,034	14,305	73,729	16,784	3,618	1,312	528	-	1,725	5,810
Maintenance and repairs	156,285	30,529	125,756	26,293	5,685	2,061	830	-	2,711	9,130
Other occupancy costs	75,153	1,203	73,950	919	196	71	29	-	94	315
Office	108,275	20,512	87,763	13,785	2,736	992	399	-	6,296	6,397
Building/household	17,380	44	17,336	3,869	839	304	122	-	516	1,347
Food	13,684	4,834	8,850	4,185	233	85	34	-	241	392
Advertising	5,826	2,646	3,180	-	-	-	-	-	-	-
Printing	30,127	8,903	21,224	4,320	652	229	92	-	376	1,413
Telephone/communication	115,202	12,509	102,693	19,788	5,533	1,121	719	-	2,835	4,987
Postage/shipping	16,067	3,564	12,503	2,652	553	200	81	-	291	888
Staff	181,200	4,936	176,264	25,069	17,062	213	86	-	4,105	1,087
Clients	900	900	-	-	-	-	-	-	-	-
Client services	319,225	-	319,225	4,494	32	-	-	-	572	50
Malpractice and bonding	291,822	47,421	244,401	55,601	11,994	4,348	1,751	-	5,720	19,260
Vehicles	(224)	(36)	(188)	(54)	(9)	(3)	(1)	-	(4)	(15)
Comprehensive property and liability	69,919	11,362	58,557	13,326	2,874	1,042	420	-	1,370	4,615
Interest expense	24,709	-	24,709	-	-	-	-	-	-	24,709
(other than mortgage)	88,473	33,525	54,948	-	-	-	-	-	-	54,948
Depreciation, equipment	112,418	-	112,418	-	-	-	-	-	-	112,418
Depreciation, building	43,843	5,342	38,501	5,127	1,105	401	161	-	527	1,774
Equipment rental	15,984	2,275	13,709	2,676	575	209	84	-	274	924
Equipment maintenance	41,875	17,103	24,772	5,669	1,404	226	91	-	298	6,558
Membership dues	103,371	17,234	86,137	17,464	4,359	1,580	636	-	2,079	6,999
Other expenditures	12,215,546	1,141,904	11,073,642	2,007,768	547,366	31,798	158,895	-	236,100	1,173,547
Total program expenses	-	(1,141,904)	1,141,904	2,177,848	53,248	1,882	16,454	-	19,969	148,516
Administrative allocation	(20,881)	-	(20,881)	-	-	-	-	-	-	(20,881)
Change in fair value of interest rate swap contract	12,194,685	-	12,194,685	2,225,616	600,614	33,680	175,349	-	256,069	1,301,182
Total expenses	\$ (268,352)	\$ -	\$ (268,352)	\$ 882,723	\$ 28,727	\$ (20,447)	\$ (95,737)	\$ 21,880	\$ (109,714)	\$ 110,985

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services  
Office of the Commissioner

Agency Name: Greater Nashua Mental Health Center  
Name of Contract: Clinical Services - Hillsborough County Drug Court Expansion

<b>BUDGET PERIOD: SFY 16 (10/1/15 - 6/30/16)</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
INSERT NAME,Coordinator (1 FTE)	\$33,750	100.00%	\$33,750.00
INSERT NAME,Treatment Coordinator (1 FTE)	\$37,500	100.00%	\$37,500.00
INSERT NAME, Case Manager (1 FTE)	\$30,000	100.00%	\$30,000.00
INSERT NAME, Case Manager (.5 FTE)	\$15,000	100.00%	\$15,000.00
Craig Amoth, Executive Director	\$0	0.00%	\$0.00
Tony Paradiso, Acting Chief Operating Officer	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request per SFY)</b>			<b>\$116,250.00</b>

<b>BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17)</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
INSERT NAME,Coordinator (1 FTE)	\$45,000	100.00%	\$45,000.00
INSERT NAME,Treatment Coordinator (1 FTE)	\$50,000	100.00%	\$50,000.00
INSERT NAME, Case Manager (1 FTE)	\$40,000	100.00%	\$40,000.00
INSERT NAME, Case Manager (.5 FTE)	\$20,000	100.00%	\$20,000.00
Craig Amoth, Executive Director	\$0	0.00%	\$0.00
Tony Paradiso, Acting Chief Operating Officer	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request per SFY)</b>			<b>\$155,000.00</b>

<b>BUDGET PERIOD: SFY 18 (7/1/17 - 6/30/18)</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
INSERT NAME,Coordinator (1 FTE)	\$45,000	100.00%	\$45,000.00
INSERT NAME,Treatment Coordinator (1 FTE)	\$50,000	100.00%	\$50,000.00
INSERT NAME, Case Manager (1 FTE)	\$40,000	100.00%	\$40,000.00
INSERT NAME, Case Manager (.5 FTE)	\$20,000	100.00%	\$20,000.00
Craig Amoth, Executive Director	\$0	0.00%	\$0.00
Tony Paradiso, Acting Chief Operating Officer	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request per SFY)</b>			<b>\$155,000.00</b>

<b>BUDGET PERIOD: SFY 19 (7/1/18 - 9/30/19)</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
INSERT NAME,Coordinator (1 FTE)	\$11,250	100.00%	\$11,250.00
INSERT NAME,Treatment Coordinator (1 FTE)	\$12,500	100.00%	\$12,500.00
INSERT NAME, Case Manager (1 FTE)	\$10,000	100.00%	\$10,000.00
INSERT NAME, Case Manager (.5 FTE)	\$5,000	100.00%	\$5,000.00
Craig Amoth, Executive Director	\$0	0.00%	\$0.00
Tony Paradiso, Acting Chief Operating Officer	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request per SFY)</b>			<b>\$38,750.00</b>

# Leslie Mendenhall

## Objective

To serve those in need in my Community, utilizing the education and experience I have gained working in the Human Services and Criminal Justice Fields.

## Experience

*Greater Nashua Mental Health Center*

*February 2015 to present*

### Case Manager Hillsborough County North Drug Court

- Meet with all clients to confirm compliance with the program, set and assist in setting and achieving goals.
- Report all pertinent information to the Drug Court team for weekly meeting with the judge.
- Complete uranalysis testing and reports 2 to 3 times per week per client
- Facilitate Life Skills class as well as CBT based criminal thinking class Thinking for a Change.
- Support treatment team in the recovery of the clients.
- Foster community partnerships.
- Assist team in whatever tasks needed.

*Southern NH Services*

*January 2005 to March 2015*

### Nashua Housing Coordinator

- Manage low income elderly housing facility. Attend to resident needs, complete yearly recertification, interview and certify new applicants from the wait list. Complete monthly accounting and maintain operations of housing facility. Work with outside community to bring areas of interest to the residents.
- Supervise and support housing managers elderly housing sites, as well as housing for homeless women in Nashua. Assist in the operation of housing for Homeless men in recovery. Complete annual reviews with staff.
- Supervise and support the maintenance staff in Nashua. Oversee all daily maintenance and emergency work on buildings. Prioritize and assign work that needs to be completed for residents as well as outreach offices. Complete annual reviews with staff.
- Ensure conformance to all federal and local agency rules and regulations.

### Case Manager Academy Program – Nashua/Manchester

- Interview and assess clients, using the Bio-Psych Social, applying to the Nashua Academy for alternative sentencing. Complete reports for the court on client history and treatment recommendations. Attend sentencing and probation violation hearing.
- Complete monthly reports submitted to the NH Department of Corrections.
- Collaborated with NH State Department of Corrections, Hillsboro County Attorney's Office, NH Public Defender Office, as well as local treatment facilities for Alcohol and Drug use and mental health facilities.
- Meet weekly with clients for case management and life skills class. Work with clients toward rehabilitation from substance abuse as well as criminal life style. Work with clients to decrease recidivism.
- Performed weekly drug tests with clients, packed and shipped test to NH State Drug Lab
- Comply with state regulations regarding probation and parole.

### Pre-Placement Substance Abuse Counselor

- Met with clients from probation, parole and pre-sentencing regarding substance abuse treatment. Completed assessment testing and diagnosed substance abuse disorders in accordance to the DSM-

- IV Criteria. Diagnostic testing included SASSI, MAST and a complete bio-psych social assessment.
- Made treatment recommendations based on testing results. This was to include inpatient, out-patient, Intensive Outpatient and self-help meetings.
  - Completed one on one counseling sessions with clients and conducted group counseling sessions. Taught educational skill classes, such as life skills classes. Worked with women in a knit to quit group.

### Housing Assistant Mary's House

- Completed intake and assess applicants. Completed quarterly reviews of goal plans with current residents
- Completed annual signing of leases with residents.
- Completed evictions when necessary.
- Complete monthly accounting and assisted in the operations of housing facility. Worked with local agency to assist the residents in the best manner possible.
- Assisted residents when they needed a direction in how to accomplish life changing tasks
- Assisted with monthly house meetings that would bring new knowledge to residents.
- Assisted with bringing a woman's empowerment program to the house.

*State of New Hampshire*

*2012 to present*

### Adult Parole Board

- Prepare for those inmates who are scheduled for parole hearings and help determine their eligibility for parole. Those being granted parole, will set conditions they must follow and those who are denied are informed what they need to do to achieve their goal
- Do hearings for Parole revocation. Those who have been brought back to the prison due to violation will go before the board to determine any sanction for them to serve.
- Be available to sign warrants for parole officers and consult with officers as needed.

NH State House of Representatives

1999 to 2000

- Served as a member of the Transportation Committee
- Voted on pending legislation

## Education

Bachelor of Science in Behavioral Science  
 Graduated Magna Cum Laude

Granite State College

Manchester NH  
 Master of Science in Human Services

Springfield College

## Volunteer Services

- 2009 – 2014 - City of Nashua, NH Review and Comment Committee
- 2009 - Volunteer Committee Member
- 2010- to 2014 Chairperson of the Review and Comment Commission

HILLSBOROUGH COUNTY ADULT DRUG COURT  
HILLSBOROUGH COUNTY SUPERIOR COURT - SOUTHERN DISTRICT  
JOB DESCRIPTION: DRUG COURT COORDINATOR

**SUMMARY:** Under the general direction of the Drug Court Judge, the Drug Court Coordinator is continuously responsible to coordinate the Drug Court Program and perform related duties as assigned.

**SPECIFIC RESPONSIBILITIES:** The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the position if the work is similar, related, or a logical assignment for this position. Other duties may be required and assigned.

**Grant administration:**

- Coordinate the management of federal, state, and local grants and donations dedicated to drug court
- Submit budget and expenditure requests as is appropriate
- Research and prepare all potential grants, donations and other sources of funding for drug court at the direction of the team
- Maintain data collection and prepare reports as they relate to grant requirements

**Liaison:**

- Schedule and prepare agendas to assist in the facilitation of regular drug court team meetings or meetings with other professionals related to the drug court program
- Collect on-going information and prepare and disseminate weekly participant compliance reports for review by drug court team
- Monitor payment of drug court fees, fines and restitution
- Prepare weekly requirement reports for participants
- Attend weekly drug court team meetings and court sessions
- Act as the primary liaison between the court, prosecution, defense, treatment, department of corrections, and other partners related to the drug court by facilitating and maintaining communication between the drug court team members
- Prepare and present drug court information to members of the public

**General administration:**

- Coordinate, schedule and participate in drug court policy meetings
- Monitor the quality of services from providers and ensure compliance with the goals and objectives of the drug court program and compliance with the "Ten Key Components" and best practices of drug courts
- Be familiar with current research and principles of successful drug courts
- Assist in the development of goals, objectives and strategies for the program
- Maintain and update written policies and procedures for the program
- Develop appropriate program brochures, handbooks, clinical paperwork, literature, videos or press releases

**Other:**

- Maintain professional conduct, ethical behavior and confidentiality as required of Court personnel
- May be required to travel in and out of state to attend meetings, conferences and trainings

**MINIMUM QUALIFICATIONS FOR POSITION:** Bachelor's degree with a major in criminal justice, social services, or a related field with three to five years of related experience or equivalent combination of education and experience; knowledge of the ten key drug court components, evidence based principles of substance abuse assessment and treatment, and the criminal justice system; ability to work with a multi-disciplinary team and community leaders on a professional, unbiased basis; excellent administrative, written and oral communications; excellent organizational skills; ability to work independently.

**This position is contingent on continued grant or replacement funding.**

**Greater Nashua Mental Health Center at Community Council**  
**JOB DESCRIPTION**

**Position:** Drug Court Case Manager                      **Department:** Substance Abuse Services  
**Reports to:** Director of Outpatient Services/Clinical Supervisor of Drug Court

**SUMMARY:** Under the general direction of the Director of Outpatient Services, the Drug Court Case Manager is responsible for direct supervision of the drug court participant's compliance with the program, providing community linkages and referrals to appropriate agencies, and monitoring the day-to-day activities and home environment of the participant. In addition to internally reporting to Director of Outpatient Services, also reports to Superior Court Drug Court Judge.

**SPECIFIC RESPONSIBILITIES:** The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the position if the work is similar, related, or a logical assignment for this position. Other duties may be required and assigned.

- Monitor participants placed in drug court by the Superior Court throughout the court process
- Advise participants of program requirements/conditions
- Complete Case Management Needs Assessment on each participant enrolled in Drug Court
- Update records of defendants' residences, employment, or other situations as needed
- Collect and administers urine, breath or other samples for drug/alcohol testing and interprets test results and reports the results to the court
- Report violations of compliance and any non-compliance to the courts
- Attend weekly Drug Court staffings and court sessions
- Testify at court hearings regarding violations, policies, procedures or other issues as directed
- Coordinate with other treatment providers and monitors attendance and compliance with all aspects of treatment
- Monitor court-imposed sanctions and compliance
- Identify and maintain contact information for local resources (i.e., mental health, drug rehabilitation, employment, housing, etc.)
- Make necessary referrals to external resources and documents attendance, etc.
- Coordinate participant services to avoid overlap or redundancy
- Utilize appropriate boundaries and professionalism while working with a diverse population
- Keep appropriate records and documentation as outlined in agency policies and procedures.
- Attend regularly scheduled staff meetings, inservice education and various other related staff activities
- Exhibit interest and motivation for maintaining and improving quality of services as well as own individual skills and professional development
- Maintain professional conduct and ethical behavior as in GNMHC's policies and procedures
- Comply with all facility, personnel, safety, infection control and security policies
- Participate on agency committees as assigned by supervisor
- Be familiar with the department and agency policies and procedures and has a knowledge of other services provided within the agency
- Any other duties and responsibilities consistent with the employee's education, training or experience deemed necessary to enhance the functioning of GNMHC

**MINIMUM QUALIFICATIONS FOR POSITION:** Bachelor's degree in Social Work, Criminal Justice, or related field; supplemented by one (1) year previous experience and/or training involving case management, law enforcement, probation, the criminal justice system, and/or court procedures; or any equivalent combination of education, training and experience which provides the requisite knowledge, skills and abilities for this job. Must possess and maintain a valid New Hampshire driver's license.

**Greater Nashua Mental Health Center at Community Council**  
**JOB DESCRIPTION**

**Position:** Drug Court Therapist                      **Department:** Substance Abuse Services  
**Reports to:** Director of Outpatient Services/Clinical Supervisor of Drug Court

**SUMMARY:** Under the general direction of the Director of Outpatient Services, the Drug Court Therapist is responsible for the screening and assessment of Drug Court participants as well as providing of individual, group, and family counseling.

**SPECIFIC RESPONSIBILITIES:** The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the position if the work is similar, related, or a logical assignment for this position. Other duties may be required and assigned.

- Perform client screening and assessment functions necessary to complete admission into the treatment program
- Utilize American Society of Addiction Medicine (ASAM) criteria to make recommendations for level of services
- Deliver treatment using evidence based practices
- Assist clients in development of individual treatment plans and monitor their progress
- Counsel clients in individual, group, and family formats
- Maintain complete, timely, confidential and accurate treatment records as outlined in agency policies and procedures
- Ensure appropriate caseload utilization
- Act as a client advocate to agencies and persons when appropriate
- Respond to client crises and emergencies as needed
- Collect and administer urine, breath or other samples for drug/alcohol testing and interprets test results and reports the results to the Drug Court Case Manager and/or court
- Report violations of compliance and any non-compliance to the Drug Court Case Manager and/or court
- Attend weekly Drug Court staffings and court sessions
- Testify at court hearings regarding violations, policies, procedures or other issues as directed
- Coordinate with other treatment providers
- Utilize appropriate boundaries and professionalism while working with a diverse population
- Attend regularly scheduled staff meetings, inservice education and various other related staff activities
- Exhibit interest and motivation for maintaining and improving quality of services as well as own individual skills and professional development
- Maintain professional conduct and ethical behavior as in GNMHC's policies and procedures
- Comply with all facility, personnel, safety, infection control and security policies
- Participate on agency committees as assigned by supervisor
- Be familiar with the department and agency policies and procedures and has a knowledge of other services provided within the agency
- Any other duties and responsibilities consistent with the employee's education, training or experience deemed necessary to enhance the functioning of GNMHC

**MINIMUM QUALIFICATIONS FOR POSITION:** Clinical licensure in a human services field (e.g. LICSW, LMHC, LMFT, LADC etc.) or a Master's degree in human services from an accredited institution and within one (1) year of eligibility for licensure; knowledge and experience in the treatment of substance abuse; ability to develop rapport with individuals diagnosed with substance use disorders; ability to apply organizational management skills and maintain self and client discipline; ability to prepare and maintain required documentation.

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services Office of the Commissioner

Agency Name: Greater Nashua Mental Health Center  
 Name of Contract: Clinical Services - Hillsborough County Drug Court Expansion

<b>BUDGET PERIOD: SFY 16 (10/1/15 - 6/30/16)</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
To Be Hired, Drug Court Coordinator (1 FTE)	\$33,750	100.00%	\$33,750.00
To Be Hired, Therapist (1 FTE)	\$37,500	100.00%	\$37,500.00
To Be Hired, Case Manager (1 FTE)	\$30,000	100.00%	\$30,000.00
Leslie Mendenhall, Case Manager (.5 FTE)	\$15,000	100.00%	\$15,000.00
Craig Amoth, Executive Director	\$0	0.00%	\$0.00
Tony Paradiso, Acting Chief Operating Officer	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request per SFY)</b>			<b>\$116,250.00</b>

<b>BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17)</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
To Be Hired, Drug Court Coordinator (1 FTE)	\$45,000	100.00%	\$45,000.00
To Be Hired, Therapist (1 FTE)	\$50,000	100.00%	\$50,000.00
To Be Hired, Case Manager (1 FTE)	\$40,000	100.00%	\$40,000.00
Leslie Mendenhall, Case Manager (.5 FTE)	\$20,000	100.00%	\$20,000.00
Craig Amoth, Executive Director	\$0	0.00%	\$0.00
Tony Paradiso, Acting Chief Operating Officer	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request per SFY)</b>			<b>\$155,000.00</b>

<b>BUDGET PERIOD: SFY 18 (7/1/17 - 6/30/18)</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
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Craig Amoth, Executive Director	\$0	0.00%	\$0.00
Tony Paradiso, Acting Chief Operating Officer	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request per SFY)</b>			<b>\$155,000.00</b>

<b>BUDGET PERIOD: SFY 19 (7/1/18 - 9/30/19)</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
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Craig Amoth, Executive Director	\$0	0.00%	\$0.00
Tony Paradiso, Acting Chief Operating Officer	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request per SFY)</b>			<b>\$38,750.00</b>

Subject: Evaluation Services - Hillsborough County Drug Court Expansion

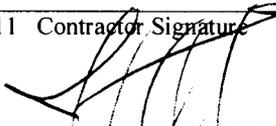
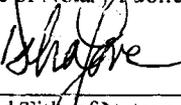
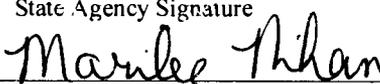
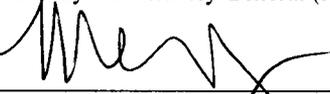
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Community Based Care Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute, Inc., dba Community Health Institute		1.4 Contractor Address 501 South Street, Second Floor Bow, NH 03301	
1.5 Contractor Phone Number 603-573-3303	1.6 Account Number 05-95-49-491510-5090	1.7 Completion Date <del>November 30, 2018</del> <i>mm</i> September 30, 2018 <i>7/15</i>	1.8 Price Limitation \$120,012
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Stewart, Director	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merrimack</i> On <i>October 30, 2015</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <b>DEBRA L. LOVE, Notary Public</b> My Commission Expires <b>October 16, 2018</b>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Marilee Nihan Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: <i>11/16/15</i> Megan A. York - Attorney			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i> 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.

Contractor Initials

  
Date 10.30.15



## Scope of Services

### 1. Services to be Delivered

#### 1.1 General Services

The Contractor shall provide evaluation services in support of the expansion of the Hillsborough County Drug Court Program (HCDC), pursuant to a grant received by the Department from the US Substance Abuse and Mental Health Services Administration's (SAMHSA), under the Grants to Expand Substance Abuse Treatment Capacity in Adult and Family Drug Courts (TI-15-002 Individual Grant Awards). The Department's applicable grant application abstract will serve as a guiding document for all services and responsibilities of the Contractor, with respect to this grant award, not otherwise described within this agreement.

The Contractor shall work collaboratively with the following entities and organizations participating in the HCDC:

- Southern Hillsborough County Superior Court;
- Southern Hillsborough County Attorney's Office;
- NH Public Defender's Program;
- NH Department of Corrections – Probation/Parole Department;
- Greater Nashua Mental Health Center (GNMHC); and
- Nashua Police Department.

The Contractor's responsibility in the expansion of the HCDC includes but is not limited to:

- Providing staff to lead the design and development of Drug Court Process and outcome evaluations;
- Coordinating and monitoring ongoing data collection of the Drug Court;
- Providing strategies for monitoring fidelity to evidence-based practices used;
- Supporting ongoing learning and quality improvement of data collection for Drug Court; and
- Providing a representative to the Drug Court Team to report on outcomes.

#### 1.2 Data Collection and Management Services

1.2.1 The Contractor shall work with the Drug Court Team to tailor a data collection and data management approach that is highly responsive to the Center for Substance Abuse Treatment's (CSAT) Government Performance and Results Act (GPRA) data reporting requirements. This shall include but not be limited to the development of an Evaluation Plan and Data Management Protocols within thirty days of contract approval.

1.2.2 The Contractor shall complete development of a database for the NH Drug Courts that complies with reporting needs associated with this agreement's Federal funding source, in addition to the Drug Court's current funding source within the Bureau of Justice Administration. The Contractor shall ensure the database provides easily accessible information for the Drug Court Team, as



## Exhibit A

well as for current and future funding agencies and programs. Information contained in the database shall include documenting at minimum:

- Client intakes;
  - Treatment dosage;
  - Drug test results;
  - Number of group and individual sessions participated in by the client;
  - Number of appearances before the judge the client makes;
  - The client's peer-to-peer support group activities;
  - The client's payment of program fees;
  - Sobriety days;
  - Percentage of compliant weeks.
  - Sanctions or incentives passed down;
  - In-program violations or re-arrests; and
  - Client overall movement through three Drug Court phases toward graduation or discharge, and the number of weeks the client spends in each.
- 1.2.3 The Contractor shall collect data and monitor program performance through this database, and shall ensure access to the same is provided to the Drug Court Team Coordinator – an employee of the GNHMC. The Contractor shall ensure data collected documents client weekly activity sufficient for the Drug Court to monitor fidelity to the Drug Court Model.
- 1.2.4 The Contractor shall use the following data collection tools for the screening, assessment and/or outcome evaluation of Drug Court participants:
- Ohio Risk Assessment Survey (ORAS) (intake and discharge);
  - Mental Health Screening Form (MHSF – III) (intake and discharge);
  - Addiction Severity Index (ASI) (intake and discharge);
  - GPRA Data Collection Instrument (DCI) (intake, six-month and discharge);
  - Drug Court Weekly Activity Database (weekly); and
  - Client Feedback Survey (annually).
- 1.2.5 The Contractor shall report to CSAT performance data that was collected using the DCI, and ensure that this data is accessible to program staff on an ongoing basis, in combination with the ORAS, MHSF – III and ASI data.
- 1.2.6 The Contractor's data manager, in combination with the Drug Court's case manager, shall use the CSAT's Common Data Platform (CDP) web system to report client-level performance data on a variety of measures, including but not limited to:
- Client substance abuse;
  - Criminal activity;
  - Social, work and living environments;
  - Social and family connections;
  - Treatment, engagement and adherence; and
  - Education and employment status.



## Exhibit A

- 1.2.7 The Contractor's data manager shall verify that DCI data entered on the CDP is complete, and shall discuss any discrepancies at regularly scheduled review meetings to ensure data is submitted within the required seven-day window.
- 1.2.8 The Contractor shall submit the required GPRA data to the Program Director fifteen (15 days) prior to the SAMHSA due date for approval. Upon DHHS approval, the Contractor shall send the reports directly to SAMHSA by the applicable due date(s).
- 1.3 Data Quality Assurance
- 1.3.1 The Contractor shall use Microsoft Access and SPSS to compile and analyze Drug Court evaluation data. The Contractor shall export all data into a single SPSS data file, including ASI data, so that client-level analysis is conducted across the breadth of available variables and scales.
- 1.3.2 The Contractor shall store electronic data on a secured server that is subject to the Department's review and approval.
- 1.3.3 The Contractor's data manager shall conduct ongoing data quality monitoring as data is entered, and again through a systematic data cleaning process prior to data analysis. Questionable entries on DCI surveys, logs or tracking forms shall be reviewed on a case-by-case basis with the Drug Court Team as needed.
- 1.3.4 The Contractor shall develop regular evaluation reports, in a timely manner, to facilitate program development and responsiveness to Federal reporting requirements. These reports shall synthesize data for more efficient review by program administrators, point out trends, and provide ongoing interpretation of program data. The reports shall also provide ongoing feedback, on program activities and client characteristics, in the form of tables and/or supporting narratives.
- 1.3.5 The Contractor shall develop a final report that provides information for all enrolled clients, and includes a more in-depth analysis.
- 1.4 Training
- 1.4.1 The Contractor shall train clinical staff and case managers, participating in the Drug Court Team and providing direct clinical services to program participants, on evaluation protocols and procedures.
- 1.4.2 The Contractor shall ensure that at least one (1) member of its staff performing services under this contract attend the annual National Association of Drug Court Professionals conference
- 1.5 Disparity Impact Statement
- 1.5.1 The Contractor shall complete the Disparity Impact Statement (DIS) and forward to the Program Director for approval by November 15, 2015. Upon receiving approval, the Contractor shall submit an electronic copy of the DIS to the Government Project Office and the Grants Management Specialist no later than November 30, 2015, to the addresses below:

Lloyd.Roberts@samhsa.hhs.gov

Helen.Zhou@samhsa.hhs.gov



## Exhibit A

### 2. Population Served

The Contractor shall serve two populations within the HCDC. The current program population represents the current HCDC capacity to serve 40 individuals. The expanded program population represents the newly expanded capacity supported by this Contract.

- 2.1 Current Program Population: the Contractor shall provide only those services that were previously not available to these participants in the HCDC.
- 2.2 Expanded Program Population: HCDC participants will receive the full array of services included in this Contract.

### 3. Staffing

- 3.1 The Contractor shall provide staff sufficient to perform the contracted services, including at minimum:
  - 3.1.1 Evaluator (.15 Full Time Equivalent) – this individual will coordinate and monitor ongoing data collection, data management, provide strategies for monitoring fidelity to evidence-based practices, support ongoing learning and quality improvement, attend weekly Drug Court Team meetings and quarterly steering committee meetings.
  - 3.1.2 Data Manager (.35 Full Time Equivalent) – this individual will verify that DCIs entered on the CDP are complete and will address discrepancies at regularly scheduled review meetings, use the CDP web system and assist in the preparation of client-level performance data reports, and be responsible for overall monitoring of data quality.

### 4. Compliance

- 4.1 The Contractor's assigned project staff shall comply with the State of New Hampshire Office of Information Technology Computer Use agreement.
- 4.2 Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

  - 4.2.1 Assess the ethnic/cultural needs, resources and assets of their community.
  - 4.2.2 Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
  - 4.2.3 When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately



## Exhibit A

understand and participate in the care or in the services provided to them without language assistance.

- 4.2.4 Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

## 5. Performance and Quality Improvement Measures

- 5.1 The Contractor shall survey clients, through a Participant Feedback Survey, to collect client-level feedback about the program. The collection shall occur at the same time each program year. All clients still enrolled in the program shall be included in the survey. The survey will ask clients to rate the overall program and its specific components, and ask respondents to answer questions such as, "What could be done to improve the program?" and "What do you like best/least about the program?" The Contractor shall use this data to provide feedback to the Drug Court team so that the team can tailor improvements to the program accordingly.
- 5.2 The Contractor shall facilitate and support a data-driven quality improvement process. The evaluation plan developed by the Contractor shall assess elements such as:
- Program success in reaching the target population;
  - Strengthening referral partnerships;
  - Fidelity of program implementation;
  - Deviations from the plan and effect on the intervention or evaluation;
  - Documenting who provided designated services to the target population; and
  - Context of services being provided.
- 5.3 The Contractor shall facilitate and support periodic evaluation meetings with the Drug Court Team members in which current data will be reviewed and facilitated discussions about issues, such as follow-up strategies, clarification of survey questions, effectiveness of treatment models and barriers to intervention success will occur. The meetings will also provide a forum for discussing data quality issues and potential solutions. Both process and outcome evaluation efforts will be further informed through qualitative data collection during these meetings, key informant interviews, or open-ended portions of Participant Feedback Surveys.

As part of this effort, outcome evaluation efforts shall include assessing the effects of the Drug Court on participants, and include contextual and individual factors associated with outcomes, as well as the durability of these effects. Data from the DCI and selected questions from Participant Feedback Surveys will be used for outcome evaluation purposes. The Contractor shall design the outcome evaluation to assess the intermediate effects of the program on participants' level of functioning, alcohol and



### Exhibit A

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- drug use, and recidivism. The design shall support a focus on the effectiveness of the program in meeting the goals and objectives of the Drug Court.
- 5.4 The Contractor shall provide needed data to the program's designated financial representatives to ensure required quarterly financial reports are provided on a timely basis.
- 5.5 The Contractor shall prepare additional reports, upon the Department's request, to support the activities of the Steering Committee, to present data at CSAT grantee meetings, and to report Performance Assessment Data to the CSAT annually. The Contractor shall utilize regular evaluation team meetings to discuss these reports with the Drug Court Team.



## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement, in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Contract period: October 1, 2015 through September 30, ~~2015~~ 2018. *ms*
3. The Contractor shall be reimbursed for providing and delivering the services described in Exhibit A, Scope of Services, on a cost reimbursement basis and pursuant to the budgets contained in Exhibit B-1 for the applicable state fiscal year.
4. The Contractor shall ensure services provided under this Agreement, that could be covered and paid for by a participant's insurer, are accordingly submitted to such insurer for payment. In no event shall the Agreement's funds be utilized for services that are covered by such insurers, or any other third parties.
5. The services described in Exhibit A, Scope of Services, are funded with Federal funds made available under:

CFDA #: 93.243  
Federal Agency: U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration  
Program Title: SAMHSA Treatment Drug Courts  
FAIN: TI026092

6. The Contractor agrees to provide the services described in Exhibit A, Scope of Services, in compliance with the Federal requirements applicable to the funding source stated in paragraph 5.
7. The Contractor shall submit an invoice, in a form satisfactory to the Department, by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Department shall make payment to the Contractor, within thirty (30) days of receipt of such invoice, for services provided pursuant to this Agreement. The final invoice shall be due to the Department no later than thirty (30) days after the Contract Period's expiration. The invoice shall be sent to:  
  
Donna Walker  
NH Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of 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.
9. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to the terms of the General Provisions, adjustments to amounts within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of Governor and Council. Budget adjustments will not be accepted after May 30<sup>th</sup> of each contract year.

**Exhibit B-1**

**Budget**

<b>New Hampshire Department of Health and Human Services</b>	
Contractor Name: <u>Community Health Institute/JSI</u>	
Budget Request for: <u>Evaluation Services - Hillsborough County Drug Court Expansion</u>	
Budget Period: <u>10/1/15 - 6/30/16</u>	

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 16,433	\$ 1,709	\$ 18,141	
2. Employee Benefits	\$ 6,244	\$ 649	\$ 6,894	
3. Travel		\$ -	\$ -	
In-State	\$ 750	\$ 78	\$ 828	
Out-of-State Conference	\$ 5,000	\$ 520	\$ 5,520	
<b>TOTAL</b>	<b>\$ 28,427</b>	<b>\$ 2,956</b>	<b>\$ 31,383</b>	

Indirect As A Percent of Direct 10.4%

<b>New Hampshire Department of Health and Human Services</b>	
Bidder/Contractor Name: <u>Community Health Institute/JSI</u>	
Budget Request for: <u>Evaluation Services - Hillsborough County Drug Court Expansion</u>	
Budget Period: <u>7/1/16 - 6/30/17</u>	

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 21,910	\$ 2,279	\$ 24,189	
2. Employee Benefits	\$ 8,326	\$ 866	\$ 9,192	
3. Travel		\$ -	\$ -	
In-State	\$ 1,000	\$ 104	\$ 1,104	
Out-of-State Conference	\$ 5,000	\$ 520	\$ 5,520	
<b>TOTAL</b>	<b>\$ 36,236</b>	<b>\$ 3,769</b>	<b>\$ 40,004</b>	

Indirect As A Percent of Direct 10.4%

<b>New Hampshire Department of Health and Human Services</b>	
Bidder/Contractor Name: <u>Community Health Institute/JSI</u>	
Budget Request for: <u>Evaluation Services - Hillsborough County Drug Court Expansion</u>	
Budget Period: <u>7/1/17 - 6/30/18</u>	

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 21,910	\$ 2,279	\$ 24,189	
2. Employee Benefits	\$ 8,326	\$ 866	\$ 9,192	
3. Travel		\$ -	\$ -	
In-State	\$ 1,000	\$ 104	\$ 1,104	
Out-of-State Conference	\$ 5,000	\$ 520	\$ 5,520	
<b>TOTAL</b>	<b>\$ 36,236</b>	<b>\$ 3,769</b>	<b>\$ 40,004</b>	

Indirect As A Percent of Direct 10.4%

<b>New Hampshire Department of Health and Human Services</b>	
Bidder/Contractor Name: <u>Community Health Institute/JSI</u>	
Budget Request for: <u>Evaluation Services - Hillsborough County Drug Court Expansion</u>	
Budget Period: <u>7/1/18 - 9/30/18</u>	

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 5,478	\$ 570	\$ 6,047	
2. Employee Benefits	\$ 2,081	\$ 216	\$ 2,298	
3. Travel		\$ -	\$ -	
In-State	\$ 250	\$ 26	\$ 276	
Out-of-State Conference	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 7,809</b>	<b>\$ 812</b>	<b>\$ 8,621</b>	

Indirect As A Percent of Direct 10.4%



**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;



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

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

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



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

**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.



**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. The Division reserves the right to renew the Agreement for up to three additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

*[Handwritten Signature]*

*10.30.15*



**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

*JS*  
Date 4.30.15



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

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

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

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

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

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

10.30.15  
Date

  
Name: Justin Stuart  
Title: Director

Contractor Initials JS  
Date 10.30.15



**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

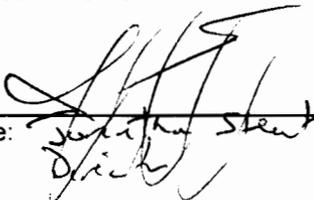
The undersigned certifies, to the best of his or her knowledge and belief, that:

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.  
d/b/a Community Health Institute*

10.30.15  
Date

  
Name: Stephen Stewart  
Title: Director



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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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.  
d/b/a Community Health Institute

10.30.15  
Date

Name: [Signature]  
Title: Direct

Contractor Initials JS  
Date 10.30.15



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

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

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

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

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

Exhibit G

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

Contractor Initials

71  
6.30.14

Date

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.  
dba Community Health Institute

10.30.15  
Date

Name: [Signature]  
Title: Director

Exhibit G

Contractor Initials JS

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

Date 10.30.15



**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: JSE Research & Training Institute, Inc.

d/b/a Community Health Institute

10.30.15  
Date

Name: [Signature]  
Title: Director



Exhibit I

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

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

(1) **Definitions.**

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



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



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 (l). 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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

3/2014

Contractor Initials   

Date 10-30-15



Exhibit I

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

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

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

The State

Name of the Contractor

*Marilee Nihan*  
Signature of Authorized Representative

*[Signature]*  
Signature of Authorized Representative

*Marilee Nihan*  
Name of Authorized Representative

*Jonathan Stewart*  
Name of Authorized Representative

*Deputy Commissioner*  
Title of Authorized Representative

*Director*  
Title of Authorized Representative

*11/9/15*  
Date

*10.30.15*  
Date



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

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

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

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

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

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

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

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

10.30.15  
Date

Name: [Signature]  
Title: [Signature]

Contractor Initials [Signature]  
Date 10.30.15



FORM A

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

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

\_\_\_\_\_ NO                      X YES

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

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

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

\_\_\_\_\_ NO                      X YES

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

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

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

Name: _____	Amount: _____

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Community Health Institute is a New Hampshire trade name registered on March 29, 2007 and that JSI RESEARCH AND TRAINING INSTITUTE, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15<sup>th</sup> day of April, A.D. 2015

*William M. Gardner*

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

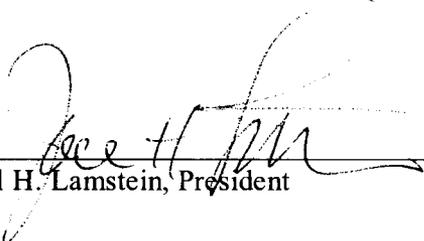
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

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 October 30, 2015.

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 30th day of October, 2015.

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

STATE OF New Hampshire

COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2015 by Joel H. Lamstein.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: \_\_\_\_\_

DEBRA L. LOVE, Notary Public

My Commission Expires October 16, 2018



## JSI Research and Training

### Mission Statement

JSI Research and Training Institute was incorporated in 1987 as a 501©3 non-profit organization in the Commonwealth of Massachusetts. Our mission is to alleviate public health problems both in the United States and in developing countries around the world through applied research, technical assistance and training. JSI maintains offices in Boston, Massachusetts; Washington, D.C.; Denver, Colorado and Concord, New Hampshire; as well as seven overseas offices in developing nations. Since its inception, JSI has successfully completed more than 400 contracts in the health and human service fields.

## Community Health Institute

### Mission Statement

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



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

501

South Street

Second Floor

Bow

New Hampshire

03304



Voice: 603.573.3300



Fax: 603.573.3301



A Division of  
 JSI Research & Training  
 Institute, Inc.  
 A Nonprofit Organization

**Officers**

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

**Board of Directors**

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



**New Hampshire's Public Health Institute**

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

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

**September 30, 2014**

**JSI Research and Training Institute, Inc. and Affiliate  
September 30, 2014**

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NORMAN R. FOUGERE, JR. CPA  
99 HERITAGE LANE  
DUXBURY, MA 02332-4334



PHONE: 781-934-0460  
FAX: 781-934-0606

## 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, 2014, 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, 2014, 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 U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole.

#### **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 March 17, 2014. In our opinion, the summarized consolidated comparative information presented herein as of and for the year ended September 30, 2013 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 February 12, 2015, on our consideration of JSI Research and Training Institute, Inc. and its affiliate's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering JSI Research and Training Institute, Inc. and its affiliate's internal control over financial reporting and compliance.

A handwritten signature in black ink, reading "Howard Ferguson CPA". The signature is written in a cursive style with a large initial "H".

Duxbury, Massachusetts  
February 12, 2015

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
September 30, 2014  
(With Comparative Totals for 2013)

	<b>2014</b>	<b>2013</b>
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 29,466,831	\$ 40,491,257
Receivables for program work	12,193,072	5,530,251
Loans receivable	425,470	330,711
Field advances - program	2,612,580	2,855,789
Employee advances	221,271	181,854
Prepaid expenses	3,700	3,864
Total Current Assets	44,922,924	49,393,726
Property and Equipment:		
Furniture and equipment	625,913	625,102
Leasehold improvements	30,355	30,355
	656,268	655,457
Less: Accumulated depreciation	(603,262)	(585,250)
Net Property and Equipment	53,006	70,207
Other Assets	83,336	80,198
<b>TOTAL ASSETS</b>	<b>\$ 45,059,266</b>	<b>\$ 49,544,131</b>
 <b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities:		
Accounts payable and payroll withholdings	\$ 5,026,325	\$ 4,013,743
Accrued vacation	1,563,950	1,456,613
Advances for program work	14,217,480	24,753,370
Loans payable	-	-
Notes payable	-	-
Contingencies	-	-
Total Current Liabilities	20,807,755	30,223,726
Net Assets:		
Unrestricted	24,246,511	19,315,405
Temporarily restricted	5,000	5,000
Total Net Assets	24,251,511	19,320,405
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 45,059,266</b>	<b>\$ 49,544,131</b>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF ACTIVITIES**  
Year Ended September 30, 2014  
(With Comparative Totals for 2013)

	2014	2013
<b>UNRESTRICTED NET ASSETS:</b>		
Public Support and Revenue		
Public Support:		
Government grants and contracts:		
U.S. Government	\$ 173,962,790	\$ 151,661,231
Commonwealth of Massachusetts	5,842,551	5,293,338
Other grants and contracts	44,450,878	40,181,675
Program income	95,478	125,762
Contributions	2,061,708	261,260
In kind project contributions	7,244,720	10,537,825
Interest income	12,236	47,775
Total Unrestricted Support and Revenue	233,670,361	208,108,866
Expenses		
Program Services:		
International programs	190,033,358	171,082,230
Domestic programs	14,255,597	12,226,257
Total Program Services	204,288,955	183,308,487
Supporting Services:		
Management and General	24,224,914	21,788,613
Fundraising	225,386	219,210
Total Supporting Services	24,450,300	22,007,823
Total Expenses	228,739,255	205,316,310
Increase (Decrease) in Unrestricted Net Assets	4,931,106	2,792,556
Net Assets at Beginning of Year	19,320,405	16,527,849
Net Assets at End of Year	\$ 24,251,511	\$ 19,320,405

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**  
Year Ended September 30, 2014  
(With Comparative Totals for 2013)

	PROGRAM SERVICES			SUPPORTING SERVICES			TOTAL	
	International Programs	Domestic Programs	Total	Management And General	Fundraising	Total	2014	2013
Salaries	\$ 20,457,182	\$ 6,609,295	\$ 27,066,477	\$ 5,705,147	\$ 150,040	\$ 5,855,187	\$ 32,921,664	\$ 29,361,382
Consultants	11,720,327	3,862,158	15,582,485	666,153	29,400	695,553	16,278,038	15,167,039
Cooperating National								
Salaries	29,311,608	-	29,311,608	532,134	-	532,134	29,843,742	25,610,137
Travel	11,824,448	558,707	12,383,155	604,462	127	604,589	12,987,744	11,206,790
Allowance & Training	7,576,320	2,165	7,578,485	218,327	-	218,327	7,796,812	6,290,231
Sub-contracts	47,859,375	1,805,034	49,664,409	-	-	-	49,664,409	39,388,618
Equipment, Material and								
Supplies	5,458,019	31,814	5,489,833	187,477	80	187,557	5,677,390	4,794,885
Other Costs	48,581,359	1,386,424	49,967,783	16,293,202	45,739	16,338,941	66,306,724	62,947,371
In-kind project expenses	7,244,720	-	7,244,720	-	-	-	7,244,720	10,537,825
Depreciation	-	-	-	18,012	-	18,012	18,012	12,032
<b>TOTAL EXPENSE</b>	<b>\$ 190,033,358</b>	<b>\$ 14,255,597</b>	<b>\$ 204,288,955</b>	<b>\$ 24,224,914</b>	<b>\$ 225,386</b>	<b>\$ 24,450,300</b>	<b>\$ 228,739,255</b>	<b>\$ 205,316,310</b>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF CASH FLOWS**  
Year Ended September 30, 2014  
(With Comparative Totals for 2013)

	<b>2014</b>	<b>2013</b>
<b>Cash Flows From Operating Activities:</b>		
Increase (Decrease) in net assets	\$ 4,931,106	\$ 2,792,556
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	18,012	12,032
(Increase) Decrease in receivables for program work	(6,662,821)	(2,979,106)
(Increase) Decrease in loans receivable	(94,759)	(330,711)
(Increase) Decrease in field advances - program	243,209	(706,652)
(Increase) Decrease in employee advances	(39,417)	3,766
(Increase) Decrease in prepaid expenses	164	-
(Increase) Decrease in other assets - deposits	(3,138)	762
Increase (Decrease) in accounts payable and payroll withholdings	1,012,582	1,203,439
Increase (Decrease) in accrued vacation	107,337	93,070
Increase (Decrease) in advances for program work	<u>(10,535,890)</u>	<u>2,883,650</u>
Net Cash Provided (Used) By Operating Activities	(11,023,615)	2,972,806
 <b>Cash Flows From Investing Activities:</b>		
Acquisition of property and equipment	<u>(811)</u>	<u>(34,047)</u>
Net Cash Provided (Used) By Investing Activities	(811)	(34,047)
 <b>Cash Flows From Financing Activities:</b>		
Proceeds from loans payable	4,046,996	2,910,553
Payments of loans payable	<u>(4,046,996)</u>	<u>(3,395,271)</u>
Net Cash Provided (Used) By Financing Activities	<u>-</u>	<u>(484,718)</u>
 Net Increase (Decrease) in Cash and Cash Equivalents	(11,024,426)	2,454,041
 Cash and Cash Equivalents at Beginning of Year	<u>40,491,257</u>	<u>38,037,216</u>
 Cash and Cash Equivalents at End of Year	<u>\$ 29,466,831</u>	<u>\$ 40,491,257</u>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**September 30, 2014**

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

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

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

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

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

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

**Principles of Consolidation**

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

**Basis of Accounting**

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

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

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

**Use of Estimates**

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

**Fair Value**

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

**Cash and Cash Equivalents**

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

**Investments**

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

**Property and Equipment**

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

**Revenue Recognition**

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

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

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

**Contributions**

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

**Donated Materials and Services**

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

**Income Taxes**

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

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

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

**Functional Allocation of Expenses**

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

**Financial Statement Presentation**

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

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

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

year ended September 30, 2014 there was no activity in temporarily restricted or permanently restricted net assets.

**NOTE 3 – CONCENTRATION OF CREDIT RISK**

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

**NOTE 4 – INVESTMENTS**

**Fair Value**

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

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

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

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**NOTE 4 – INVESTMENTS - continued**

The following is a summary of fair values of investments which are measured on a recurring basis using Level 1 inputs as recorded in the Consolidated Statement of Financial Position at September 30, 2014:

Current assets:	
Cash and cash equivalents (invested)	<u>\$ 14,500,645</u>
	<u>\$ 14,500,645</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, 2014:

	<u>Unrestricted</u>
Interest income	<u>\$ 12,236</u>
Total investment return	<u>\$ 12,236</u>

**NOTE 5 – RECEIVABLES FOR PROGRAM WORK**

Receivables for program work are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectable amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for doubtful accounts at September 30, 2014 was \$0.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**NOTE 5 – RECEIVABLES FOR PROGRAM WORK - continued**

Receivables for program work consist of the following at September 30, 2014:

U.S. Agency for International Development	\$ 7,422,214
U.S. Department of Health and Human Services	379,820
U.S. Department of State	215,127
U.S. Department of Labor	61,542
U.S. Department of Education	8,756
Commonwealth of Massachusetts	295,121
Other - non-governmental	<u>3,810,492</u>
	<b><u>\$ 12,193,072</u></b>

**NOTE 6 – LOANS RECEIVABLE**

Loans receivable consist of various unsecured short-term loans, due on demand, from John Snow, Inc., a related party (See NOTE 17). No interest is charged on the loans. The loans receivable balance at September 30, 2014 is \$425,470.

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

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

	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net</u>
Furniture and equipment	\$ 625,913	\$ (574,806)	\$ 51,107
Leasehold Improvements	<u>30,355</u>	<u>(28,456)</u>	<u>1,899</u>
	<b><u>\$ 656,268</u></b>	<b><u>\$ (603,262)</u></b>	<b><u>\$ 53,006</u></b>

Depreciation expense was \$18,012 for the year ended September 30, 2014.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**NOTE 8 – OTHER ASSETS**

Other assets consist of the following at September 30, 2014:

Deposits	\$ 46,391
Artwork - donated	<u>36,945</u>
	<u>\$ 83,336</u>

**NOTE 9 – ACCRUED VACATION**

In accordance with formal policies, vacation was accrued at September 30, 2014 as follows:

JSI Research and Training Institute, Inc.	\$ 1,262,970
World Education, Inc. (Affiliate)	<u>300,980</u>
	<u>\$ 1,563,950</u>

**NOTE 10 – ADVANCES FOR PROGRAM WORK**

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

Other - non-governmental	\$ <u>14,217,480</u>
	<u>\$ 14,217,480</u>

**NOTE 11 – LOANS PAYABLE**

Loans payable consist of various unsecured short-term loans, payable on demand, from John Snow, Inc., a related party (See NOTE 17). No interest is charged on the loans. The loans payable balance at September 30, 2014 is \$0.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**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 April 1, 2014. The loan is payable on demand. Interest is charged by utilizing a fluctuating rate based on the LIBOR (Advantage) rate plus 2.50%. The line of credit remains in effect until December 31, 2014 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, 2014, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended September 30, 2014.

John Snow, Inc.

World Education, Inc. (Affiliate) has an unsecured revolving line of credit established September 1, 2007 with John Snow, Inc. (a related party) with a borrowing limit of up to \$1,000,000. The loan was renewed on July 1, 2013. Interest is charged by utilizing a fluctuating rate based on the current prime rate plus 0.25%. The loan is payable on demand and, in any event, on or prior to June 30, 2016. The loan is not collateralized. No funds were borrowed during the year and as a result, as of September 30, 2014, the outstanding balance is \$0. No interest was incurred on this loan during the year ended September 30, 2014. (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 of a demand loan with no balance due at September 30, 2014. Management believes that the co-borrower is current on the loan and that its collateral exceeds the balance due. (See NOTE 17)

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS**

At September 30, 2014, the Welthy Fisher Fund of World Education, Inc. is the beneficiary of an irrevocable life income trust agreement. Under the terms of the agreement, the donor will receive either a fixed percentage of the initial fair market value of the gift or the actual income earned by the trust. Upon the death of the donor, the funds are released to World Education, Inc. for its unrestricted use.

No assets were released from donor restriction by occurrence of events specified by the donor during the year ended September 30, 2014. The temporarily restricted net assets balance at September 30, 2014 is \$5,000.

**NOTE 15 – SURPLUS REVENUE RETENTION**

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

The following summarizes the Company's calculation of the surplus for fiscal year 2014 and on a cumulative basis:

	<b>Commonwealth Surplus Retention Net Assets</b>	<b>Other Net Assets</b>	<b>Total Net Assets</b>
Beginning of Year	\$ 647,090	\$ 18,673,315	\$ 19,320,405
Current Year	<u>172,416</u>	<u>4,758,690</u>	<u>4,931,106</u>
End of Year	<b><u>\$ 819,506</u></b>	<b><u>\$ 23,432,005</u></b>	<b><u>\$ 24,251,511</u></b>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**NOTE 16 – COMMONWEALTH OF MASSACHUSETTS**

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

Accrued (deferred) Revenue at October 1, 2013		\$ 827,417
Receipts		(6,374,847)
Disbursements/expenditures		<u>5,842,551</u>
Accrued (deferred) Revenue at September 30, 2014		<u>\$ 295,121</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, 2014, John Snow, Inc. billed JSI Research and Training Institute, Inc. \$18,635,515 for consulting services (technical support). This amount is reflected under the program services-consulting line item (\$11,424,234) and program services – other costs line item (\$7,211,281) on the statement of functional expenses. In addition, JSI Research and Training Institute, Inc. performed consulting services (technical support) for John Snow, Inc. totaling \$8,962,419.

The two companies also share facilities and pool various overhead expenses. For the year ended September 30, 2014, JSI Research and Training Institute, Inc. incurred \$18,024,907 of overhead expenses (supporting services), of which \$5,162,195 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 February 28, 2015, 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, 2014 was 2.234%. At September 30, 2014, 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 FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**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, 2014, the loan receivable balance is \$425,479 and the loan payable balance is \$0.

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, 2014 are summarized as follows:

Administrative and technical support	\$ 343,644
Other direct charges (including rent of \$694,897)	<u>932,966</u>
	<u><b>\$ 1,276,610</b></u>

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

World Education, Inc. provided services to John Snow, Inc. during the year ended September 30, 2014 totaling \$256,252 and was recorded as revenue in the consolidated statement of activities.

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

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

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

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.

During the year ended September 30, 2014, JSI Research and Training Institute, Inc. billed PSCM \$55,743,613 for services performed.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

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

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

During the year ended September 30, 2014, PSCM made an unrestricted contribution of \$2,000,000 to the Company.

**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>\$ 1,226,711</u>
	<u>\$ 1,226,711</u>

**NOTE 18 – RETIREMENT PLANS**

JSI Research and Training Institute, Inc. has a defined contribution profit sharing/401(K) plan covering substantially all its employees. Employee contributions are voluntary. Employer contributions are based on a percentage (10% - 15% depending on length of service) of salary. The Plan was effective April 11, 1979. Pension expense was \$2,566,460 for the year ended September 30, 2014.

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 \$331,738 in the year ended September 30, 2014.

**NOTE 19 – COMMITMENTS**

**Operating Leases**

The JSI Research and Training Institute, Inc. leases space for general offices under operating leases expiring from 2014 through 2018. The leases contain renewal options for periods of up to 5 years.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
September 30, 2014

**NOTE 19 – COMMITMENTS - continued**

**Operating Leases - continued**

During the year ended September 30, 2014, rentals under long-term lease obligations were \$527,209. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2014 are:

Year Ended September 30,		
2015	\$	469,786
2016		384,243
2017		258,901
2018		170,468
Thereafter		-
	<b>\$</b>	<b>1,283,398</b>

World Education, Inc. (Affiliate) leases space for general offices on a year-to-year basis. Rent expense for the year ended September 30, 2014 was \$694,897.

**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, 2014:

	Income Received	% of Total Income
U.S. Agency for International Development	\$ 108,805,271	46.56%
Partnership for Supply Chain Management, Inc.	55,743,613	23.86%
	<b>\$ 164,548,884</b>	<b>70.42%</b>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**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 \$7,244,720 for the year ended September 30, 2014, and are reflected as In Kind Project Contributions on the Consolidated Statement of Activities and In Kind Project Expenses on the Consolidated Statement of Functional Expenses.

These contributions satisfy part of the matching requirements needed to obtain full funding on certain U.S. Agency for International Development grants. During the year ended September 30, 2014, the following donated materials and services received by the Organization have been used to fulfill matching requirements on active grants:

36521	Uganda STAR-EC	\$ 3,323,453
36528	Nigeria Tship	(10)
36620	Africa FHI NID	195,684
36662	Madagascar CBIHP	3,040,202
36883	Social ACO's	33,672
36895	Mozambique M-SIP	820
63068	Benin	340
63092	Mali/Walaikim	123,802
63101	Senegal/Journalism	62,274
63104	AED/Senegal/PGP	27,028
63114	Uganda	88,079
64024	Tanzania	180,756
64026	Uganda	116
64057	Zimbabwe	168,504
		<u>\$ 7,244,720</u>

**NOTE 22 – SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through February 12, 2015, 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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT</b>			
<b>Direct Grants:</b>			
36359 - Nepal Family Health Program II	367-A-00-08-00001-00	98.001	\$ (1,051)
36514 - Liberia RBHS	669-A-00-09-00001-00	98.001	8,626,055
36521 - Uganda HIV/AIDS/TB	617-A-00-09-00007-00	98.001	8,647,008
36528 - Nigeria TSHIP	620-A-00-09-00014-00	98.001	16,701,004
36529 - Ghana Focus	641-A-00-09-00030-00	98.001	3,317,858
36532 - Turkmenistan YC	120-A-00-09-00029-00	98.001	277,655
36648 - Pakistan TAUH	391-A-00-11-01214-00	98.001	(22,171)
36662 - Madagascar CBIHP	687-A-00-11-00013-00	98.001	8,601,160
36697 - SPRING	AID-OAA-A-11-00031	98.001	15,677,524
36702 - Nepal CHX Cord Care	AID-OAA-A-11-00073	98.001	491,614
36747 - Ukraine HWUP	AID-121-A-11-00003	98.001	1,561,345
36800 - Advancing Partners	AID-OAA-A-12-00047	98.001	15,640,709
36807 - Live Learn & Play	AID-OAA-L-12-00003	98.001	140,027
36845 - Pakistan HSSP	AID-391-A-13-00002	98.001	3,413,097
36895 - Mozambique M-SIP	AID-656-A-13-00006	98.001	1,028,594
36932 - Senegal LLP	AID-685-A-14-00001	98.001	269,622
36991 - AIDSFREE	AID-OAA-A-14-00046	98.001	172,613
<b>Total Direct Grants</b>			<b><u>84,542,663</u></b>
<b>Pass-through Grants:</b>			
Passed through Partnership for Supply Chain Management, Inc. (PSCM):			
36344/36524 - Supply Chain Management System	GPO-I-00-05-00032-00	98.001	53,204,470
Passed through World Education:			
36591 - Tanzania OVC	621-A-00-10-00024-00	98.001	23,975
36840 - Zimbabwe - Vanc. Bantwana	64053-0556-1001	98.001	246,231
Passed through Family Health International (FHI):			
36620 - Africa FHI Neglected Tropical Disease	OAA-A-10-00050	98.001	329,480
Passed through International Business Initiatives, Corporation (IBI):			
36826 - Liberia Governance and Economic Management Support Program	669-C-00-11-00050-00	98.001	186,595
<b>Total Pass-through Grants</b>			<b><u>53,990,751</u></b>
<b>Total - CFDA #98.001 - USAID Foreign Assistance for Programs Overseas</b>			<b><u>138,533,414</u></b>
<b>Sub-Total</b>			<b><u>138,533,414</u></b>

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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT - CONTINUED</b>			
Sub-Total from previous page			\$ 138,533,414
<b>Direct Grant:</b>			
36098 - Pakistan MNH Prog. Paiman	391-A-00-05-01037-00	98.004	(55,253)
<b>Total - CFDA #98.004 - Non-Governmental Organization Strengthening (NGO)</b>			<u>(55,253)</u>
<b>TOTAL - U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT</b>			<u>\$ 138,478,161</u>
 <b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>			
<b>Pass-through Grants:</b>			
<b>Passed through NACCHO:</b>			
36689 - NH MRC Conferences	2011-041218	93.008	\$ 1
36773 - NH MRC Conferences	2012-041010	93.008	6,411
<b>Total CFDA #93.008 - Medical Reserve Corps Small Grant Program</b>			<u>6,412</u>
<b>Direct Grant:</b>			
36612 - Project HOPE	MPPWH100030	93.015	23,967
<b>Total CFDA #93.015 - HIV Prevention Programs For Women</b>			<u>23,967</u>
<b>Pass-through Grant:</b>			
<b>Passed through State of New Hampshire:</b>			
36741 - Injury Prevention	1022534	93.043	103
<b>Total CFDA #93.043 - Special Programs for the Aging - Title VII, Chapter 2</b>			<u>103</u>
<b>Pass-through Grant:</b>			
<b>Passed through Harvard School of Public Health:</b>			
36936 - HSPH Evaluation	Agreement @ 2-21-14	93.061	1,760
<b>Total CFDA #93.061 - Innovations in Applied Public Health Research</b>			<u>1,760</u>
<b>Sub-Total</b>			<u>32,242</u>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			\$ 32,242
<b>Direct Grants:</b>			
36537 - CDC - Botswana IS	5U2GPS001958-04	93.067	22,776
36538 - CDC - Botswana IS	5U2GPS001958-05	93.067	150,095
36901 - CDC - Strategic Assessments for Strategic Action in India	1U2GGH001132-01	93.067	<u>450,567</u>
<b>Total CFDA #93.067 - Global AIDS</b>			<u><b>623,438</b></u>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.069	83,077
36880 - Public Health Program Services Support	PO# 1031592	93.069	16,571
Passed through Goodwin Community Health:			
36943 - Strafford Cty Data	Agreement @ 3-14-14	93.069	<u>3,977</u>
<b>Total CFDA #93.069 - Public Health Emergency Preparedness</b>			<u><b>103,625</b></u>
<b>Pass-through Grants:</b>			
Passed through State of Vermont:			
36847 - Asthma Control Program	23940	93.070	38,653
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.070	28,887
36880 - Public Health Program Services Support	PO# 1031592	93.070	<u>2,607</u>
<b>Total CFDA #93.070 - Environmental Public Health and Emergency Response</b>			<u><b>70,147</b></u>
<b>Pass-through Grants:</b>			
Passed through Puerto Rico Academy of Medical Directors, Inc.:			
36871 - Cuidate TDF Training	Agreement @ 7-2-13	93.092	7,898
36948 - Cuidate TDF Training	Agreement @ 4-1-14	93.092	<u>5,441</u>
<b>Total CFDA #93.092 - Affordable Care Act Personal Responsibility Education Program</b>			<u><b>13,339</b></u>
<b>Pass-through Grant:</b>			
Passed through State of Vermont:			
36959 - Wise Woman Evaluation	26288	93.094	\$ <u>11,505</u>
<b>Total CFDA #93.094 - Well-Integrated Screening and Evaluation for Women Across the Nation</b>			<u><b>11,505</b></u>
Sub-Total			<u><b>854,296</b></u>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			\$ 854,296
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36501 - Epidemiology/Public Health Data	3160295	93.110	268
36879 - Public Health Program Services Support	PO# 1031592	93.110	33,114
36880 - Public Health Program Services Support	PO# 1031592	93.110	3,879
<b>Total CFDA #93.110 - Maternal and Child Health Federal Consolidated Programs</b>			<b>37,261</b>
<b>Pass-through Grant:</b>			
Passed through State of Vermont:			
36877 - VT ORHPC TA	24572	93.130	688
<b>Total CFDA #93.130 - Cooperative Agreements to States/Territories for the Coordination and Development of Primary Care Offices</b>			<b>688</b>
<b>Pass-through Grant:</b>			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.136	32,268
<b>Total CFDA #93.136 - Injury Prevention and Control Research and State and Community Based Programs</b>			<b>32,268</b>
<b>Pass-through Grants:</b>			
Passed through Health Research, Inc.:			
36886 - National Quality Center Evaluation Activities	4538-02	93.145	182,549
36989 - National Quality Center Evaluation Consultation Services	4538-03	93.145	17,466
<b>Direct Grant:</b>			
36904 - Ryan White ACE	UF2HA26520	93.145	1,880,060
<b>Total CFDA #93.145 - AIDS Education and Training Centers</b>			<b>1,080,075</b>
Sub-Total			<b>3,004,588</b>

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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page		5	3,004,588
<b>Pass-through Grants:</b>			
Passed through Action for Boston Community Development, Inc.:			
36834 - FamPlan Data Systems		93.217	17,042
36935 - FamPlan Data Systems		93.217	25,078
Passed through State of New Hampshire:			
36834 - FamPlan Data Systems	PO# 1031566	93.217	4,748
36935 - FamPlan Data Systems	PO# 1039867	93.217	2,550
Passed through State of Rhode Island:			
36834 - FamPlan Data Systems	PO# 3307663	93.217	15,556
36935 - FamPlan Data Systems	PO# 3307663	93.217	9,766
Passed through Planned Parenthood of Southern New England:			
36834 - FamPlan Data Systems		93.217	22,280
36935 - FamPlan Data Systems		93.217	32,785
Passed through Planned Parenthood of Northern New England:			
36834 - FamPlan Data Systems		93.217	10,160
36935 - FamPlan Data Systems		93.217	14,951
Passed through Health Imperatives, Inc.:			
36834 - FamPlan Data Systems		93.217	7,195
36935 - FamPlan Data Systems		93.217	10,588
Passed through Planned Parenthood League of Massachusetts:			
36834 - FamPlan Data Systems		93.217	2,643
36935 - FamPlan Data Systems		93.217	3,889
Passed through Health Quarters, Inc.:			
36834 - FamPlan Data Systems		93.217	5,124
36935 - FamPlan Data Systems		93.217	7,540
Passed through Tapestry Health Systems:			
36834 - FamPlan Data Systems		93.217	5,187
36935 - FamPlan Data Systems		93.217	7,633
Passed through Family Planning Association of Maine:			
36834 - FamPlan Data Systems		93.217	13,598
36935 - FamPlan Data Systems		93.217	20,011
Total CFDA #93.217 - Family Planning Services			<u>238,324</u>
Sub-Total			<u>3,242,912</u>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			5      3,242,912
<b>Pass-through Grants:</b>			
Passed through First Nations Community Healthsource:			
36836 - Readiness Assessment	Agreement @ 5-3-13	93.224	4,937
37000 - NCQA PCMH Recognition Technical Assistance	Agreement @ 6-13-14	93.224	<u>531</u>
<b>Total CFDA #93.224 - Consolidated Health Centers</b>			<u><b>5,468</b></u>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36875 - NH Center for Excellence - Drug and Alcohol	1025785	93.243	288,727
Passed through County of Cheshire, New Hampshire:			
36889 - Drug Court Program	Agreement @ 8-19-13	93.243	48,054
Passed through Institute for Health & Recovery:			
36619 - IHR - RENW Eval	Agreement @ 10-27-10	93.243	23,127
Passed through Action for Boston Community Development, Inc.:			
36806 - Entre Nosotras II	Agreement @ 12-2-12	93.243	823
36903 - Entre Nosotras FY14	Agreement @ 10-19-13	93.243	20,151
36913 - ABCD SIS Evaluation	POW 71039	93.243	6,890
Passed through City of Dover, New Hampshire:			
36837 - Dover STOP Act Grant Evaluation	POW 201307604	93.243	2,262
Passed through Buildings Bright Futures State Advisory Council, Inc.:			
36850 - Vermont L.A.U.N.C.H. Project	13/7	93.243	<u>69,803</u>
<b>Total CFDA #93.243 - Substance Abuse and Mental Health Services Projects of Regional and National Significance</b>			<u><b>459,837</b></u>
<b>Pass-through Grant:</b>			
Passed through The Dartmouth Institute for Health Policy and Clinical Practice:			
36861 - Community Health Assessment and Improvement Process	Agreement @ 3-22-13	93.249	<u>13,152</u>
<b>Total - CFDA #93.249 - Public Health Training Centers Program</b>			<u><b>13,152</b></u>
 Sub-Total			 <u><b>3,721,369</b></u>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			<b>\$ 3,721,369</b>
<b>Direct Grants:</b>			
36777 - National Training Center - Quality Assurance, Quality Improvement, Evaluation	FPTPA006025	93.260	725,366
36787 - Reproductive Health Prevention Training and Technical Assistance	FPTPA006015	93.260	197,555
36792 - National Training Center for Management and Systems Improvement	FPTPA006023	93.260	923,279
36794 - Region VIII Sexual Health	FPTPA006016	93.260	167,107
<b>Total - CFDA #93.260 - Family Planning - Personnel Training</b>			<b><u>2,013,307</u></b>
<b>Pass-through Grants:</b>			
<b>Passed through State of New Hampshire:</b>			
36879 - Public Health Program Services Support	PO# 1031592	93.268	85,173
36880 - Public Health Program Services Support	PO# 1031592	93.268	10,640
<b>Total CFDA #93.268 - Immunization Cooperative Agreements</b>			<b><u>95,813</u></b>
<b>Pass-through Grants:</b>			
<b>Passed through Merrimack, New Hampshire School District:</b>			
36915 - Evaluation Services	PO# 1499031	93.276	9,606
<b>Passed through Community Action Partnership for Strafford County, New Hampshire:</b>			
36920 - Bridging the Gap Evaluation Services	Agreement @ 12-9-13	93.276	7,961
<b>Passed through United Way of Greater Nashua:</b>			
36937 - Nashua DFC Evaluation	Agreement @ 3-5-14	93.276	5,883
<b>Total CFDA #93.276 - Drug-free Communities Support Program Grants</b>			<b><u>13,450</u></b>
<b>Sub-Total</b>			<b><u>5,853,939</u></b>

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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			<b>\$ 5,853,939</b>
<b>Pass-through Grants:</b>			
<b>Passed through State of New Hampshire:</b>			
36843 - Tobacco Helpline	1028499	93.283	247,002
36880 - Public Health Program Services Support	PO# 1031592	93.283	11,416
36906 - NH Top QL Partnership	Agreement @ 9-14-13	93.283	63,942
<b>Passed through City of Manchester, New Hampshire Health Department:</b>			
36955 - NH Tobacco Helpline	Agreement @ 3-25-14	93.283	14,095
36964 - NH Tobacco Helpline	Agreement @ 5-27-14	93.283	4,757
<b>Passed through Community Health Access Network:</b>			
36909 - NH Asthma Aware FY14	13-14:01	93.283	2,499
<b>Passed through State of Rhode Island:</b>			
36501 - Epidemiology/Public Health Data	3160295	93.283	33,183
36849 - Smoker's Helpline - Quitline Tobacco Cessation	3320510	93.283	157,635
<b>Passed through Commonwealth of Massachusetts Department of Public Health:</b>			
36157 - HIV/AIDS Research, Training and Support	INTF-2915M04900315005	93.283	<u>53,606</u>
<b>Total - CFDA #93.283 - Centers for Disease Control and Prevention - Investigations and Technical Assistance</b>			<b><u>588,135</u></b>
<b>Direct Grant:</b>			
36891 - PPHF 2013 - OSTLTS Partnerships	IU38OT000188	93.292	<u>109,528</u>
<b>Total - CFDA #93.292 - National Public Health Improvement Initiative</b>			<b><u>109,528</u></b>
<b>Pass-through Grants:</b>			
<b>Passed through Black Ministerial Alliance of Greater Boston, Inc.:</b>			
36664 - Healthy Futures	Agreement @ 6-1-11	93.297	175,458
36750 - Healthy Futures Health Education	Agreement @ 4-20-12	93.297	19,449
36848 - Teen Pregnancy Prevention Initiative	Agreement @ 5-1-13	93.297	7,357
<b>Passed through Touchstone Behavioral Health:</b>			
36912 - Ciudad - Training of Trainers	Agreement @ 10-17-13	93.297	<u>4,686</u>
<b>Total - CFDA #93.297 - Teenage Pregnancy Prevention Program</b>			<b><u>206,950</u></b>
Sub-Total			<b><u>6,758,552</u></b>

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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			\$ 6,758,552
<b>Pass-through Grant:</b>			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.448	<u>1,224</u>
Total - CFDA #93.448 - Food Safety and Security Monitoring Project			<u>1,224</u>
<b>Pass-through Grant:</b>			
Passed through State of Vermont:			
36853 - Maternal, Infant, and Early Childhood Home Visitation Program	24086	93.505	<u>45,835</u>
Total - CFDA #93.505 - Affordable Care Act Maternal, Infant, and Early Childhood Home Visiting Program			<u>45,835</u>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.507	13,367
36880 - Public Health Program Services Support	PO# 1031592	93.507	<u>2,827</u>
Total - CFDA #93.507 - PPHF 2012 National Public Health Improvement Initiative			<u>16,194</u>
<b>Pass-through Grant:</b>			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.525	<u>6,812</u>
Total - CFDA #93.525 - State Planning and Establishment Grants for the Affordable Care Act (ACA)'s Exchanges			<u>6,812</u>
<b>Pass-through Grants:</b>			
Passed through Town of Hudson, Massachusetts:			
36754 - MetroWest Moves	Agreement @ 5-9-12	93.531	77,531
Passed through State of Vermont:			
36930 - Vermont Oral Health Coalition	25965	93.531	<u>10,153</u>
Total - CFDA #93.531 - PPHF 2012 - Community Transition Grants			<u>87,684</u>
<b>Pass-through Grant:</b>			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.538	<u>49,200</u>
Total - CFDA #93.538 - Affordable Care Act - Nat'l Environmental Public Health Tracking Program			<u>49,200</u>
Sub-Total			<u>6,965,501</u>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			\$ 6,965,501
<b>Pass-through Grant:</b>			
Passed through Dartmouth College:			
36970 - TDI Q1 Research	Agreement @ 5-1-14	93.542	<u>13,887</u>
<b>Total - CFDA #93.542 - Health Promotion and Disease Prevention</b>			
Research Centers: PPHF - Affordable Care Act Projects			<u>13,887</u>
<b>Pass-through Grant:</b>			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.548	<u>6,744</u>
<b>Total - CFDA #93.548 - PPHF: State Nutrition, Physical Activity, and Obesity Programs</b>			<u>6,744</u>
<b>Pass-through Grants:</b>			
Passed through Commonwealth of Massachusetts Department of Public Health:			
Ensuring Quiltline Capacity	INTF-2915-M04900315005	93.735	381,685
Passed through State of New Hampshire:			
36843 - Tobacco Helpline	1028499	93.735	<u>83,012</u>
<b>Total - CFDA #93.735 - State Public Health Approaches for Ensuring Quiltline Capacity</b>			<u>464,697</u>
<b>Pass-through Grant:</b>			
Passed through Ozarks Regional YMCA:			
36835 - Transformation Engagement Project	Agreement @ 2-28-13	93.737	126,165
36929 - Ozarks Regional Food Policy Council	Agreement @ 1-12-14	93.737	<u>14,454</u>
<b>Total - CFDA #93.737 - Community Transformation Grants</b>			<u>140,619</u>
<b>Pass-through Grant:</b>			
Passed through state of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.758	<u>2,535</u>
<b>Total - CFDA #93.758 - Preventive Health and Health Services</b>			
Block Grant Funded Solely with Prevention and Public Health Funds (PPHF)			<u>2,535</u>
Sub-Total			<u>7,593,983</u>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			\$ 7,593,983
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.889	153,399
36880 - Public Health Program Services Support	PO# 1031592	93.889	<u>45,281</u>
Total - CFDA #93.889 - National Bioterrorism Hospital Preparedness Program			<u>198,680</u>
<b>Pass-through Grants:</b>			
Passed through Mid-State Health Center:			
36953 - PATT Evaluation	MS1415-1	93.912	1,775
Passed through Plains Medical Center:			
36872 - ECHO Evaluation	Agreement @ 6-24-13	93.912	750
36882 - ECHO Project	Agreement @ 7-1-13	93.912	<u>3,303</u>
Total - CFDA #93.912 - Rural Health Care Services Outreach			<u>5,828</u>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36623 - Rural Health and Primary Care	PO# 1011440	93.913	8,457
36879 - Public Health Program Services Support	PO# 1031592	93.913	34,162
36880 - Public Health Program Services Support	PO# 1031592	93.913	386
36988 - Rural Health and Primary Care	PO# 1038916	93.913	<u>1,787</u>
Total - CFDA #93.913 - Grants to States for Operation of Offices of Rural Health			<u>44,792</u>
<b>Pass-through Grant:</b>			
Passed through Boston Public Health Commission:			
36453 - BPHC Quality Management	6307A	93.914	<u>158,303</u>
Total - CFDA #93.914 - HIV Emergency Relief Project Grants			<u>158,303</u>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.917	59,657
36880 - Public Health Program Services Support	PO# 1031592	93.917	11,072
Passed through Commonwealth of Massachusetts Department of Public Health:			
36157 - HIV Care	INTF-4971-M04603614082	93.917	<u>420,297</u>
Total - CFDA #93.917 - HIV Care Formula Grants			<u>491,026</u>
Sub-Total			<u>8,492,612</u>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			\$ 8,492,612
<b>Direct Grant:</b>			
36967 - Healthy Start Performance Project	UF5MC26845	93.926	153,686
<b>Total - CFDA #93.926 - Healthy Start Initiative</b>			<b>153,686</b>
<b>Pass-through Grant:</b>			
Passed through Commonwealth of Massachusetts Department of Public Health:			
Special Projects of National Significance	DNTF-4971-M04603614082	93.928	47,825
<b>Total - CFDA #93.928 - Special Projects of National Significance</b>			<b>47,825</b>
<b>Direct Grant:</b>			
36487 - CDC CBA Project	U65PS001661	93.939	520,793
36945 - CDC CBA FY13 - FY19	U65PS004406	93.939	318,514
<b>Total - CFDA #93.939 - HIV Prevention Activities - NGO Based</b>			<b>839,307</b>
<b>Pass-through Grants:</b>			
Passed through Commonwealth of Massachusetts Department of Public Health:			
36157 - HIV Prevention Activities	DNTF-4971-M04603614082	93.940	49,114
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.940	39,771
36880 - Public Health Program Services Support	PO# 1031592	93.940	7,381
<b>Total - CFDA #93.940 - HIV Prevention Activities - Health Department Based</b>			<b>96,266</b>
<b>Pass-through Grant:</b>			
Passed through Commonwealth of Massachusetts Department of Public Health:			
HIV/AIDS Surveillance	DNTF-4971-M04603614082	93.944	14,106
<b>Total - CFDA #93.944 - HIV/AIDS Surveillance</b>			<b>14,106</b>
<b>Direct Grant:</b>			
36615 - CDC Teen Pregnancy	US8DP002906	93.946	295,496
<b>Total - CFDA #93.946 - Cooperative Agreements to Support State-Based Safe Motherhood and Infant Initiative Programs</b>			<b>295,496</b>
<b>Sub-Total</b>			<b>9,939,298</b>

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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			<b>\$ 9,939,298</b>
<b>Pass-through Grant:</b>			
<b>Passed through State of Rhode Island:</b>			
36801 - Prevention Resource Center	3316844	93.959	<u>200,861</u>
<b>Total - CFDA #93.959 - Block Grants for Prevention and Treatment of Substance Abuse</b>			<u><b>200,861</b></u>
<b>Pass-through Grants:</b>			
<b>Passed through State of Rhode Island:</b>			
36501 - Epidemiology/Public Health Data	3160295	93.994	9,478
<b>Passed through State of New Hampshire:</b>			
36879 - Public Health Program Services Support	PO# 1031592	93.994	1,617
36889 - Public Health Program Services Support	PO# 1031592	93.994	<u>575</u>
<b>Total - CFDA #93.994 - Maternal &amp; Child Health Services Block Grant to the States</b>			<u><b>11,670</b></u>
<b>TOTAL - U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>			<u><b>\$ 10,151,829</b></u>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HOMELAND SECURITY</b>			
<b>Pass-through Grant:</b>			
Passed through State of New Hampshire:			
36854 - Supplemental Oxygen Exercises	1029685	97.067	\$ 82,886
Total CFDA #97.067 - Homeland Security Grant Program			<u>82,886</u>
<b>Direct Grants:</b>			
United States Coast Guard -			
36757 - Nat'l. Estimate of Life Jacket Wear Rate	3311FANI202.03	97.012	(1,888)
36857 - Nat'l. Estimate of Life Jacket Wear Rate	3313FANI302.15	97.012	68,221
36958 - WA Parks Lifejackets	315-126	97.012	28,597
36969 - Nat'l. Estimate of Life Jacket Wear Rate	3314FANI402.09	97.012	162,511
Total CFDA #97.012 - Boating Safety Financial Assistance			<u>257,441</u>
<b>TOTAL - U.S. DEPARTMENT OF HOMELAND SECURITY</b>			<u>\$ 340,327</u>
 <b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Direct Grant:</b>			
36789 - Reducing Asthma Disparities Through Adult Basic Education	96161301	66.034	\$ 29,162
Total CFDA #66.034 - Surveys Studies Research Investigations, Demonstrations and Special Purpose Activities Relating to the Clean Air Act			<u>29,162</u>
<b>Pass-through Grant:</b>			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	66.472	18,094
Total CFDA #66.472 - Beach Monitoring and Notification Program Implementation Grants			<u>18,094</u>
<b>Direct Grant:</b>			
36788 - Latino Youth Environment Awareness and Action	96159901	66.604	4,425
Total CFDA #66.604 - Environmental Justice Small Grant Program			<u>4,425</u>
<b>Sub-Total</b>			<u>51,681</u>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. ENVIRONMENTAL PROTECTION AGENCY - CONTINUED</b>			
Sub-Total from previous page			\$ 51,681
<b>Direct Grant:</b>			
36698 - Children's Health	CH-83510601	66.609	4,592
Total CFDA #66.609 - Protection of Children From Environmental Health Risks			<u>4,592</u>
<b>Pass-through Grant:</b>			
Passed through State of New Hampshire:			
36880 - Public Health Program Services Support	PO# 1031592	66.707	14,788
Total CFDA #66.707 - TSCA Title IV State Lead Grants Certification of Lead-Based Paint Professional			<u>14,788</u>
<b>TOTAL - U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			<u>\$ 71,061</u>
 <b>U.S. DEPARTMENT OF JUSTICE</b>			
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36838 - Court Diversion	Agreement @ 2-1-13	16.540	28,704
36931 - Court Diversion	Pending @ 2-21-14	16.540	58,430
Total - CFDA #16.540 - Juvenile Justice and Delinquency Prevention - Allocation to States			<u>87,134</u>
<b>Pass-through Grant:</b>			
Passed through County of Cheshire, New Hampshire:			
36902 - Cheshire County Drug Court	Agreement @ 9-20-13	16.858	16,053
Total - CFDA #16.858 - Department of Justice, Bureau of Justice Assistance Grant			<u>16,053</u>
<b>TOTAL U.S. DEPARTMENT OF JUSTICE</b>			<u>\$ 103,207</u>

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF STATE</b>			
<b>Direct Grant:</b>			
36796 - Pakistan - PRM	S-PRMCO-12-CA-1067	19.519	\$ <u>71,503</u>
<b>Total - CFDA #19.519 - Overseas Refugee Assistance Program for Near East and South Asia</b>			<u>71,503</u>
<b>TOTAL U.S. DEPARTMENT OF STATE</b>			<b>\$ <u>71,503</u></b>
 <b>TOTAL FEDERAL AWARDS</b>			 <b>\$ <u>149,216,088</u></b>

**JSI Research and Training Institute, Inc.**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
September 30, 2014

**NOTE 1 – BASIS OF PRESENTATION**

JSI Research and Training Institute, Inc. is the sole member of World Education, Inc. (the affiliate).

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, 2014. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. 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.

The Schedule does not include the federal grant activity of World Education, Inc. (the affiliate). World Education, Inc. maintains a different fiscal year end (June 30) and has its own stand alone audit performed in accordance with the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, which includes its own separate schedule of expenditures of federal awards. However, the consolidated financial statements contain the combined activity of JSI Research and Training, Institute and World Education, 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 OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- (2) Catalog of Federal Domestic Assistance (CFDA) numbers are presented when available.

**JSI Research and Training Institute, Inc.**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
September 30, 2014

**NOTE 3 – SUBRECIPIENTS**

Of the federal expenditures presented in the schedule, JSI Research and Training Institute, Inc. provided federal awards to subrecipients as follows:

<u>Program</u>	<u>CFDA Number</u>	<u>Amount Provided to Subrecipients</u>
Juvenile Justice and Delinquency Prevention	16.540	\$ 20,378
Overseas Refugee Assistance Program for Near East and South Asia	19.519	23,747
Environmental Justice Small Grant Program	66.604	4,375
Protection of Children from Environmental Health Risks	66.609	2,771
Environmental Public Health and Emergency Response	93.070	4,707
AIDS Education and Training Centers	93.145	393,299
Family Planning Services	93.217	43,731
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243	106,539
Family Planning - Personnel Training	93.260	9,750
Centers for Disease Control and Prevention - Investigations and Technical Assistance	93.283/93.917/93.940/93.941	337,504
National Public Health Improvement Initiative	93.292	49,000
ACA - State Innovation Models: Funding for Model Design and Model Testing Assistance	93.624	30,486
Centers for Medicare and Medicaid Services Research, Demonstrations and Evaluations	93.779	22,650
Grants to States for Operation of Offices of Rural Health	93.913/93.283/93.236/93.130	29,248
HIV Care Formula Grants	93.917	5,521
Healthy Start Initiative	93.926	3,804
Assistance Programs for Chronic Disease Prevention and Control	93.945	11,440
RJ Prevent Resource Center	93.959	450
Homeland Security Grant Program	97.067	26,159
USAID Foreign Assistance for Program Overseas	98.001	<u>31,001,970</u>
Total Federal Awards Provided to Subrecipients		<b>\$ 32,127,529</b>
Non-Federal Awards Provided to Subrecipients		<u>3,264,101</u>
		<b><u>\$ 35,391,630</u></b>

The federal expenditures provided to subrecipients are reflected in the sub-contracts line item of the schedule of functional expenses.

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**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, 2014, 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 February 12, 2015.

**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 its 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 its 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, reading "Kenneth R. Fugere CPA". The signature is written in a cursive style with a vertical line under the letter 'r'.

Duxbury, Massachusetts  
February 12, 2015

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR  
PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE IN REQUIRED BY OMB CIRCULAR A-133**

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 Circular A-133 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, 2014. 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 the requirements of laws, regulations, contracts, and grants 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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 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, 2014.

#### **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 OMB Circular A-133, 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 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 U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. 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 OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.



Samuel J. Zurek

Duxbury, Massachusetts  
February 12, 2015

**JSI Research and Training Institute, Inc. and Affiliate**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
September 30, 2014

**A. SUMMARY OF AUDIT RESULTS**

1. The auditors' report expresses an unqualified opinion on the consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate.
2. No significant deficiencies were disclosed during the audit of the consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate.
3. No instances of noncompliance material to the consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate were disclosed during the audit.
4. No significant deficiencies in internal control were disclosed during the audit of the major federal award programs of JSI Research and Training Institute, Inc.
5. The auditors' report on compliance for the major federal award programs for JSI Research and Training Institute, Inc. expresses an unqualified opinion on all major federal programs.
6. There are no audit findings that are required to be reported in this schedule in accordance with Sec. 510 (a) of OMB Circular A-133.
7. The programs tested as major programs included:

<u>Agency</u>	<u>Program Title</u>	<u>C.F.D.A. #</u>
Agency for International Development	USAID Foreign Assistance for Programs Overseas	98.001 (Cluster)

8. The threshold for distinguishing Types A and B programs was \$3,000,000.
9. JSI Research and Training Institute, Inc. was determined to be a low-risk auditee.

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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, 2013.

# RACHEL S. KOHN, MSW, MPH

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## EDUCATION

SCHOOL OF THE MUSEUM OF FINE ARTS, BOSTON, MASSACHUSETTS  
*Graphic Design Certificate, December, 2008*

BOSTON UNIVERSITY SCHOOL OF PUBLIC HEALTH, BOSTON, MASSACHUSETTS  
*M.P.H., Epidemiology, September, 1998*

BOSTON UNIVERSITY SCHOOL OF SOCIAL WORK, BOSTON, MASSACHUSETTS  
*M.S.W., Macro Social Work, May, 1997*

UNIVERSITY OF MASSACHUSETTS, AMHERST, MASSACHUSETTS  
*B.A., Social Thought and Political Economy, May, 1989*

## EXPERIENCE

**Community Health Institute**, Bow, New Hampshire  
**JSI**, Boston, Massachusetts

*Senior Consultant, November 1998 to present*

Areas of technical expertise include: project management; needs assessment; program evaluation; survey research design and administration; technical assistance for program-level and client-level program implementation; all aspects of qualitative and quantitative data collection and management; grant writing, and report writing and dissemination. Content expertise includes evidence-base strategies to address substance abuse prevention and treatment; treatment drug courts; and prisoner reentry programs. These technical skills are complimented by extensive experience in graphic design with a focus on data presentation, visualization and health communication strategies.

*Program Evaluation and Needs Assessment projects:*

### **Current Projects:**

**New Hampshire Department of Children, Youth & Families – Juvenile Court Diversion Center for Excellence**  
Project Director – Lead the development of a Juvenile Court Diversion Center for Excellence which aims to educate policymakers and stakeholders on the core elements and best practices of diversion programs across the country; Conduct and extensive literature review of juvenile diversion best-practices; establish communication and outreach strategies to garner community support for juvenile diversion; and develop strategies to expand and sustain court diversion programs in New Hampshire.

### **Cheshire County Adult Treatment Drug Court**

Evaluator – Design and oversee a utilization-focused evaluation plan for the SAMHSA Center for Substance Abuse Treatment-funded Cheshire County Drug Court (CCDC). In parallel, implement a Department of Justice Bureau of Justice Assistance-funded cost-benefit analysis of the CCDC using the Transactional and Institutional Cost Analysis approach along with a quasi-experimental study design to compare outcome result between participants and comparable peers.

### **Dover Youth to Youth – One Voice Youth Empowerment Model**

Evaluator – Work with the Dover Youth to Youth, innovators of the One Voice Youth Empowerment Model, to establish evidence of program effectiveness. Evaluation enhancement efforts were funded by Center for Substance Abuse Prevention's Center for the Application of Prevention Technologies (CAPT) Service-to-Science program in preparation for submission to the National Registry of Evidence-base Programs and Practices (NREPP).

### **Community-Based Coalition Evaluation**

Evaluator – Provide evaluation services for local substance abuse prevention coalitions and Drug-Free Community Grantees. Scope of work includes evaluation plans, membership surveys, collecting and reporting national outcome measures using YRBS or comparable data sources, and local strategy/activity program evaluation.

### **Other Recent Projects:**

#### **Institute for Health and Recovery – Project RENEW**

Evaluation Advisor –SAMHSA/CSAT-funded ReEntry Network for Empowering Women project (RENEW).

Responsibilities include evaluation design, training of program staff in monitoring, evaluation and data reporting, and analysis and presentation of evaluation data.

### **Keystone Hall – Family-Based Prisoner Substance Abuse Treatment Program**

Evaluator – Development and implementation of a process and outcome evaluation plan and customized MS Access data collection system for a Bureau of Justice Assistance-funded trauma informed-treatment and re-entry case management program for incarcerated women in five New Hampshire county correctional facilities.

### **Adolescent Substance Abuse Treatment – Seacoast Youth Services**

Evaluator – Seacoast Youth Services OJJDP-funded Adolescent Substance Abuse Treatment program targeting high-risk youth and Project Adventure, a behavior modification program that uses proactive strategies to provide alternatives to high risk behaviors. Designed a utilization-focused evaluation plan and tools for multiple programs provided by SYS.

### **NH Tobacco & Obesity Policy Project**

Evaluator for implementing high-impact public policy in the domains of licensed child care settings and public schools. TOPP evaluation activities included an annual needs assessment and survey of licensed childcare providers, evaluation of a 3-module training protocol, and an assessment of public school wellness policy adoption and implementation.

### **Assertive Adolescent Family Treatment – Cohort 2 & 3**

Evaluator – SAMHSA/CSAT-funded Assertive Adolescent Family Treatment (AAFT-2 & -3) for Child & Family Services Adolescent Substance Abuse Treatment Program, a program designed to provide substance abuse treatment services New Hampshire adolescents in Merrimack, Hillsborough and western Rockingham counties.

### **NH Immunization Marketing**

Evaluator for the NH Immunization Program health marketing campaign that identified priority audiences, best-practice outreach strategies, partner communication channels and effective educational outreach materials to advance the understanding of the health benefits of vaccines and immunizations.

### **Legacy Foundation Low Income Smokers**

Evaluation and dissemination of an innovative 2-year pilot study designed to enroll low income smokers into smoking cessation quitlines through financial services or workplace transition educational settings using the Ask, Advise, Refer approach with current smokers and help them to identify the financial implications of smoking tobacco.

### **New Hampshire Strategic Prevention Framework State incentive Grant**

Providing local evaluation services and technical support to two regional coalitions implementing the New Hampshire SPF-SIG assessment, planning and implementation process to address underage and binge drinking among youth and young adults in each region.

### **CAB Health and Recovery Services, Inc.**

Evaluator – Provide evaluation and data management services for multiple SAMHSA/CSAT-funded substance abuse treatment and prevention programs including: MET/CBT-5; Essex County Juvenile Drug Court; Young Offenders Reentry Program; Women RISE; and Protect Encounter.

### **New Hampshire State Incentive Grant**

Local Evaluator Liaison for three of twelve funded community coalitions funded under the State Incentive Program to implement evidence based models of substance abuse prevention with youth. Interventions range from school based educational, support and prevention programs to those focused on strengthening families. Responsible for assessment of the capacity of each coalition to implement an evaluation of prevention interventions.

### **Youth Vision**

Consultant – Conducted a needs assessment and gap analysis of youth between the ages of 16 to 25 who are currently, or at one time, received out-of-home care through the Manchester NH district office.

## **ASSOCIATIONS | BOARDS**

National Association of Drug Court Professionals; American Evaluation Association

## **COMPUTER SKILLS**

Adobe CS6 Professional Suite: Illustrator, Photoshop, InDesign, Flash, Dreamweaver; MS Office Suite: Word, Excel, Publisher, Access; SPSS; Social Network Applications.

# DEBRA L. LOVE

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

PLYMOUTH STATE COLLEGE, PLYMOUTH, NEW HAMPSHIRE  
*B.S., Business, Psychology and Health  
Interdisciplinary Studies: 1985–1990*

INSTITUTE OF CHILDREN'S LITERATURE, WEST REDDING, CONNECTICUT  
*Diploma: Writing, 1994–1996*

AT-HOME PROFESSIONS, FORT COLLINS, COLORADO  
*Certification: Medical Transcriptionist – March to August 2004*

*Certified NH Notary Public, 2008to Present*

## EXPERIENCE

**JSI Research & Training Institute, Inc. d/b/a Community Health Institute, Bow, New Hampshire**  
*Office Manager, September 2015 to present*  
*Project Manager, February 2009 to 2015*  
*Project Coordinator, 2001 to 2009*

### **NH Center for Excellence**

Provide fiscal, logistical, administrative and data management for a statewide technical assistance resource center for evidence-based practice in substance abuse services. The Center establishes a base of evidence-based practices in prevention, developing a learning collaborative of networks and practitioners to engage in systems change to support evidence-based practice, and establishes data dissemination systems to ensure that data is both an input to and output of evidence-based practice. An expert panel endorses evidence-based practice selections, outcome measurement designs, and the process by which promising practices may develop a base of evidence of effectiveness in New Hampshire.

### **NH Tobacco Addiction Treatment Services (TATS)**

Serve as Project Assistant for the NH TATS project. This contract serves as the hub for the NH Tobacco Resource Center, which incorporates: 1) the NH Smokers' Helpline offering free and confidential counseling and services in English, Spanish and Portuguese; 2) the promotion of the NH Smokers' Helpline through a variety of traditional and non-traditional media outlets; and 3) [www.trytostophn.org](http://www.trytostophn.org), a web-based resource for NH tobacco users and 4) QuitWorks-NH a resource for NH clinicians working with their patients to quit using tobacco by providing them with a single portal for referring their patients who use tobacco for state-of-the-art treatment ([www.quitworksnh.org](http://www.quitworksnh.org)). This initiative also includes the continued development of a consortium of health insurers who are willing to promote TTS-NH to their subscribers directly and endorse QuitWorks-NH to their contracted health care providers.

### **Cheshire County Drug Court (CCDC)**

Provide support in the program evaluation of the CCDC program, which is expanding the substance use disorder treatment capacity in their Superior Court through the development of the CCDC. The goal is to reduce recidivism by breaking the criminogenic patterns of behavior related to substance abuse and addiction among high risk/high need non-violent offenders.

### **Quality Improvement in Enhancing the System of Services for Children and Youth with Epilepsy**

Provide logistical and administrative support to HRSA's Maternal and Child Health Bureau to assist Innovative Strategies and Promising Practices grantees to improve the system of care in medically-underserved and rural areas for children and youth with epilepsy. The purpose of the overall initiative is to explore mechanisms to spread improvement of the quality of services for children and youth with epilepsy (CYE) in the medical home and to strengthen the co-management relationship between the medical home and the specialty network. The project aims are to: 1) Create a three-session learning collaborative for grantees; 2) Analyze the results of the evaluation compiled from prior learning

collaboratives and design a strategy to incorporate continuous learning improvement; and 3) Conduct a comprehensive analysis of the learning collaborative.

#### **Injury Prevention Professional Trainings**

Project Manager for the Injury Prevention Program, Division of Public Health Services and the Injury Prevention Community Planning Group to provide planning, promoting and logistical support and evaluation for professional trainings with the goal of supporting appropriate activities that educate the public health workforce, policymakers and the public on the value of evidenced-based injury prevention measures in reducing preventable deaths and the severity of injuries as well as health care costs.

#### **Monadnock United Way Community Investment Project**

Logistics coordinator and administrative support to the CHI/Antioch University Center for Research on Psychological Practice (CROPP) team, which will guide community organizations in the Monadnock region of NH through a strategic planning process using a Collective Impact approach to identify collaborative strategies that will impact educational attainment, child welfare and economic opportunity in the region. The CROPP team will facilitate listening sessions and the CHI will be responsible for project management, qualitative data analysis and developing a Community Investment Report. The team will share responsibility for the overall design of the planning process.

#### **NH Conference on Aging**

Project Manager for the New Hampshire Bureau of Elderly and Adult's (BEAS) Conference on Aging. Oversight of this project includes fiscal management, generation of funding through sponsorship and exhibitors, negotiation of conference expenses within, facilitation of planning committee meetings, coordination of logistics specific to the needs of the target population, and providing BEAS with recommendations. Other scope of work includes building website with online registration form; database creation; soliciting sponsors and exhibits; executing speaker and site contracts; coordination of registration; oversight of graphic design; generating weekly reports for client and post-conference survey and analysis. The Conference on Aging is an annual event whose goal is to provide information, education and training for older adults that promotes awareness, self-determination, advocacy, collaboration and independence.

#### **Strategic Prevention Framework – SIG Region B, F, J & I**

Provided administrative support for a state-defined region to plan for and implement evidence-based strategies to prevention and reduce alcohol use and abuse among 12 to 17 year olds. The regional initiative is part of a statewide Strategic Prevention Framework (SPF) funded by the U.S. Substance Abuse and Mental Health Services Administration that engages communities in a five step process to assess, build capacity for, plan, implement and evaluate strategies to reduce high risk alcohol consumption and its harmful consequence.

#### **National Health Service Corps (NHSC)**

Data Coordinator for a major initiative to collect 'Uniform Data Systems' (UDS) information from all National Health Service Corps sites across the country, which do not receive direct federal grants. The data collected describes the financial and operational parameters of the health centers, and forms the basis of NHSC management decisions and reports to Congress, as well as informing the health centers of their relative performance. The project involves extensive data management and technical editing of reported data as well as the development of unique software to collect, manage, and screen the data electronically.

#### **New England Rural Health RoundTable (NERHRT)**

Project Manager for the NERHRT. Responsibilities included maintaining database with dues paid members and with lapsed memberships. Coordinated production of the newsletter and managed layout, and printing. Processed all mailings including annual dues, conference announcements, board mailings, press releases, RFPs, and newsletters. Maintained financial records. Communicated regularly with NERHRT researcher and web site manager. Answered the NERHRT dedicated phone line and processed all inquiries from Board members, association members and individuals seeking information about the association. Logistics coordinator for two annual retreats, a conference, and annual board meeting and provided assistance with organization of annual symposium. Provided assistance to Executive Director.

#### **Multistate Learning Collaborative**

Administrative support for the RWJF-funded Multistate Learning Collaborative (MLC-3), a national collaborative effort to improve public health services and the health of communities by linking public health processes to health outcomes. Manage two learning collaboratives addressing childhood obesity and health improvement planning, and tobacco cessation among pregnant women and workforce development. Developed assessment tools and conduct public health network capacity assessments to inform NH public health regionalization process.

# JONATHAN A. STEWART

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## EDUCATION

DUKE UNIVERSITY SCHOOL OF MEDICINE, DURHAM, NORTH CAROLINA  
*Department of Health Administration, Masters in Health Administration, 1986*  
*Department of Biochemistry, Masters in Biochemistry, 1984*

UNIVERSITY OF DELAWARE, NEWARK, DELAWARE  
*School of Arts & Sciences, Bachelor of Arts in Biology, 1981*

## EXPERIENCE

**JSI Research & Training Institute, Inc. d/b/a Community Health Institute**, Bow, New Hampshire  
*Regional Director, September 2000 to present*

Provide technical assistance, training and evaluation to health and human service organizations to support the development of effective public health and health care systems.

### Selected Planning & Management Projects

*New Hampshire Public Health Emergency Planning Technical Assistance and Training*: Provide technical assistance to NH Public Health Regions to assist with all aspects of planning for public health emergencies.

*NH DHHS, Community and Public Health Development Program*: Project Director for initiative to provide technical assistance and training support to communities involved in development of improved local public health infrastructure; worked with multiple partners to develop the statewide New Hampshire Public Health Network.

*Metrowest Community Health Care Foundation (Massachusetts)*: Capacity and readiness assessment of seven municipalities in Metro-Boston for developing collaborative models for local public health service delivery.

*Robert Wood Johnson Foundation; New Hampshire Turning Point Initiative*: Project Director for multi-year initiative to develop sustainable strategies for improved local public health capacity.

*Endowment for Health & NH Department of Health & Human Services*: Co-Project Director of NH Systems Transformation and Realignment (NH STAR) initiative to pilot improved service delivery and funding systems for supporting children with behavioral health needs who are currently in or at-risk for out-of-home placement.

*U.S. Public Health Service, Commissioned Corps, Rockville, MD*: Business process analysis for Commissioned Corps career assignment and management practices, procedures and organizational structure.

### Selected Research Projects

*National Network of Public Health Institutes and Robert Wood Johnson Foundation*: Qualitative Assessment of Local and State Health Officials awareness of, interest in, and capacity to employ computer modeling for emergency preparedness.

*Endowment for Health*: Study of the effect of New Hampshire's Community Benefits Law for Health Care Charitable Trusts. Cooperative effort with NHDHHS Office of Health Planning and the NH Office of the Attorney General.

*Bureau of Health Professions (Rockville, MD)*: Study of the effect of AIDS Education and Training Centers on physician attitudes and practices; Comparative analysis of parallel CDC-funded study of the general primary care physician population.

*Penobscot Nation Health Department (Old Town, Maine)*: Community Health Needs Assessment and Internal Program Assessment. Involved household surveys of health status, health behaviors, service utilization, and satisfaction.

*Bureau of Primary Health Care, Rockville, Maryland*: Survey project designed to gather information on provider practices in Community and Migrant Health Services relative to recommendations of the 1988 US Preventive Services Task Force.

### Selected Program Evaluation Projects

*Beyond Influence/Greater Nashua Community Prevention Collaborative (Nashua, NH)*: Program Evaluator for regional coalition involved in Strategic Prevention Framework (SAMSHA) initiative to prevent underage and binge drinking.



*Communities for Alcohol and Drug free Youth (Plymouth, NH):* Program Evaluator for community-based coalition involved in multiple initiatives to promote positive and healthy school and community environments for youth.

*NH Division of Alcohol & Drug Prevention & Recovery:* Project Director for evaluation of state-wide ATOD prevention initiative involving multiple community-based coalitions implementing a range of programs including family strengthening, school-based education, mentoring and community action for environmental change.

*Family Planning Private Sector Project (Nairobi, Kenya):* Operations research on cost effectiveness and sustainability of FP/MCH service delivery sites throughout Kenya to assist USAID in resource allocation decisions and to improve cost recovery capability of clinics.

*New York State Department of Health (Albany, New York):* Qualitative Evaluation of New York State Healthy Heart Program; an initiative intended to influence CVD risk factors through community intervention and social marketing.

**North Country Health Consortium, Littleton, New Hampshire**

*General Manager, 12/97 to 8/00* and Founding Director of rural health network formed by four hospitals, two community health centers, two home health agencies, a mental health and developmental services organization, and a community action program.

**Ammonoosuc Community Health Services, Littleton, New Hampshire**

*Operations Director, 11/94 to 12/97* of federally-funded, multi-site rural Community Health Center Network.

**John Snow, Inc., Boston, Massachusetts**

*Consultant, 10/86 to 7/94* providing assistance in health services evaluation, financial analysis and program management.

## SELECTED PUBLICATIONS | REPORTS

Rosenfeld, LA, Fox CE, Kerr D, Marziale E, Cullum A, Lota K, **Stewart J**, and Thompson MZ. "Use Of Computer Modeling For Emergency Preparedness Functions By Local And State Health Officials: A Needs Assessment". *J Public Health Management Practice*, 15(2), 96–104, 2009.

**Stewart J**, Kassler W, McLeod M. "Public Health Partnerships: A New Hampshire Dance". *Transformations in Public Health*, Volume 3, Issue 3, Winter 2002.

**Stewart, JA**, Wroblewski S, Colapietro J, Davis H. "Survey of US Physicians Trained by Regional AIDS Education and Training Centers". Abstract No. PO-D21-4047; IXth International Conference on AIDS. Berlin, Germany, June –1, 1993.

Kibua T, **Stewart JA**, Njiru S, Gitari A. "Sustainability and Cost Effectiveness of Family Planning Private Sector Subprojects". United States Agency for International Development; Nairobi, Kenya, March 1990.

SM Donovan, DF Krahn, **JA Stewart**, and AM Sarrif. "Mutagenic Activities of Formaldehyde and Hexamethylphosphoramide in Reverse and Forward Salmonella Typhimurium Mutation Assays"; Environmental Mutagen Society, Proceedings of the Fourteenth Annual Meeting, January, 1983.

## SELECTED WORKSHOPS | PRESENTATIONS

Dartmouth College, Center for Evaluative Clinical Sciences (now The Dartmouth Institute), MPH Program, guest lecturer on project management, logic models, coalition development, Public Health 101; academic review of capstone theses; 2004–2007.

*Public Health Performance Improvement – The New Hampshire Experience* (with Joan Ascheim, NHDHHS); 6th Annual National Public Health Performance Standards Training Workshop; Nashville, TN; April 1–6, 2008.

*Building the Public Health Infrastructure: State Lessons Learned and Keys to Success*; Nebraska Health and Human Services, Expanding Our Vision – Transforming Vital Public Health Systems, October 2006.

*Building Infrastructure in Public Health* - RWJF National Turning Point Showcase Conference, Denver, CO; May 2004

*Community Benefits Exemplary Practices* – Statewide Conference; November 2002

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services  
Office of the Commissioner

Agency Name: Community Health Institute/JSI  
Name of Contract: Evaluation Services - Hillsborough County Drug Court Expansion

BUDGET PERIOD: SFY 16 (10/1/15 - 6/30/16)		9 months	
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Rachel Kohn, Evaluator	\$95,000	10.00%	\$9,502.00
Debbie Love, Data Manager	\$42,000	16.50%	\$6,930.50
Jonathan Stewart, Director	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request per SFY)</b>			<b>\$16,432.50</b>

BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17)			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Rachel Kohn, Evaluator	\$95,000	12.50%	\$11,873.50
Debbie Love, Data Manager	\$49,250	20.37%	\$10,036.50
Jonathan Stewart, Director	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request per SFY)</b>			<b>\$21,910.00</b>

BUDGET PERIOD: SFY 18 (7/1/17 - 6/30/18)			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Rachel Kohn, Evaluator	\$95,000	12.50%	\$11,873.50
Debbie Love, Data Manager	\$49,250	20.37%	\$10,036.50
Jonathan Stewart, Director	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request per SFY)</b>			<b>\$21,910.00</b>

BUDGET PERIOD: SFY 19 (7/1/18 - 9/30/19)			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Rachel Kohn, Evaluator	\$95,000	3.17%	\$3,011.50
Debbie Love, Data Manager	\$49,250	5.00%	\$2,466.00
Jonathan Stewart, Director	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request per SFY)</b>			<b>\$5,477.50</b>