

ATTORNEY GENERAL MAY 04 '20 AM 10:45 DAS
DEPARTMENT OF JUSTICE

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33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

April 30, 2020

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to enter into subgrants with the organizations listed below in the total amount of \$483,073 from the New Hampshire 2019 Statewide Drug Court Project Grant. The purpose of this grant is to elevate the use of evidence-based practices and principles; build capacity in risk and needs assessment; ensure access to evidence-based services; expand the use of recovery support services; and facilitate successful recovery for all adult Drug Court participants. The subgrants will be effective upon Governor and Executive Council approval through September 30, 2022. 100% Federal Funds.

02-20-20-201510-1067, Drug Court Improvement Grant

Account	Subrecipient	Vendor #	TOTAL Subgrant
072-500575	New Hampshire Alcohol and Drug Abuse Counselor Association, Concord, NH	170428-B001	\$89,633
072-500575	JSI Research and Training Institute, Inc., Bow, NH	161611-B001	\$393,440
TOTAL	-	-	\$483,073

EXPLANATION

Subgrants will be used to implement the Drug Court Assessment, Training, and Technical Assistance (DCATT) program. DCATT will be implemented through a collaboration between the New Hampshire Judicial Branch, Office of the New Hampshire Drug Offender Program, the John Snow Institute (JSI), and the New Hampshire Alcohol and Drug Abuse Counselors Association (NHADACA). The New Hampshire Drug Courts Statewide Coordinator (Statewide

His Excellency, Governor Christopher T. Sununu

and the Honorable Council

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Coordinator) will provide project oversight in coordination with the Grants Management Unit at the Department of Justice. The Statewide Coordinator will work with JSI to develop assessment protocols and evaluation questions for data analysis and to identify training and technical assistance needs, and conference themes. The Statewide Coordinator will work with NHADACA to establish topics and a timeline for trainings and oversee their efforts to ensure that mental health and social work professionals will receive Continuing Education Units (CEU) for their attendance.

The JSI, a 40-year old non-profit agency dedicated to the enhancement of public health, will utilize funds to conduct a data inventory and needs assessment for each Drug Court. The data assessment will collect information from each adult Drug Court on its data utilization, data gaps, and technical assistance needs. This will be done through a combination of site visits to each of the ten Drug Courts, key informant interviews, and surveys (as appropriate and necessary). Data will be used to develop targeted training and technical assistance around data collection and use. In addition, JSI will assist in the study and evaluation of the state's Drug Courts' recidivism rates.

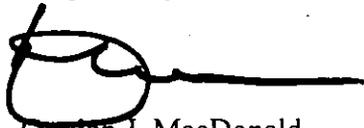
NHADACA is a state leader in professional development for substance use professionals who offer services to people with substance use disorders. The subgrant to NHADACA will assist with the identification of sponsors and vendors and participation in general planning meetings for the annual Drug Court Training Conference. NHADACA will assist in impact studies of evidence based assessments and treatments used for Drug Court participants who have been impacted by personal trauma. In addition, NHADACA will facilitate at least four additional virtual trainings for all Drug Courts in New Hampshire.

The design and objectives for the statewide DCATT project are based on a strategic and targeted training and technical assistance approach that is data-informed and based on the specific needs of the adult Drug Courts in New Hampshire. Through this project, the DCATT project will provide a framework to enhance Drug Court practices, monitoring and evaluation, and sustaining partnerships in the Drug Court community across the state.

In the event that federal funds are no longer available, general funds will not be requested to support this program.

Please let me know if you have any questions. Thank you for your consideration of this request.

Respectfully submitted,



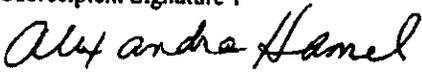
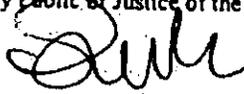
Gordon J. MacDonald
Attorney General

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name New Hampshire Alcohol and Drug Abuse Counselors Association		1.4. Subrecipient Address 130 Pembroke Rd. Ste 100 Concord, NH 03301	
1.5. Subrecipient Phone # 603-724-7520	1.6. Account Number 1067-072-500575	1.7. Completion Date 9/30/2022	1.8. Grant Limitation \$ 89,633
1.9. Grant Officer for State Agency Kathleen B. Carr Thomas Koempfer		1.10. State Agency Telephone Number 603-271-1234	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Alexandra Hamel, Board President	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough on 4/8/2020 before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace 		SUE PAULMAN, Notary Public State of New Hampshire My Commission Expires January 7, 2021	
1.13.2. Name & Title of Notary Public or Justice of the Peace Sue Paulman - Director of Administrative Services			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Koempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Takhmina Rakhmatova Assistant Attorney General, On: 04/13/2020			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____/____/____			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS AND ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Subrecipient notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient 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 Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.
19. **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 first above given.
20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **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.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

-SCOPE OF SERVICES-

1. The New Hampshire Alcohol and Drug Abuse Counselors Association as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for support in providing assessment, training and technical assistance to further enhance the NH Drug Court Program.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in the Grant Agreement, Sections 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$89,633 of the total Grant Limitation upon Governor and Executive Council approval to 9/30/2022, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - i. With sufficient reason, the Subrecipient may request an extension of the grant period to 9/30/2023. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ and the Bureau of the Justice Assistance in writing.
 - ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Executive Council approval, nor after 9/30/2022, or 9/30/23 if extension is granted.

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipient shall also be compliant at all times with the terms, conditions and specifications detailed in the Adult Drug Court Discretionary Grant Rules and Special Conditions as Exhibit C, which is subject to annual review.

ADULT DRUG COURT DISCRETIONARY GRANT
SPECIAL CONDITIONS
Grant # 2019-DC-BX-0017

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized subrecipient official.

Failure to comply with any one or more of these award requirements whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the subrecipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP or the NH Dept. of Justice ("NHDOJ") also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements

Exhibit C

apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"); see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact the NHDOJ Grants Management Unit promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes

references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise the NHDOJ Grants Management Unit in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NHDOJ Grant Management Unit in writing of the potential duplication, and, if so requested by the NHDOJ, must seek a budget-modification or change-of-project-scope.

7. Requirements related to System for Award Management and Universal Identifier Requirements

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Employment eligibility verification for hiring under the award

1. *The recipient (and any subrecipient at any tier) must*

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) This award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a (a) (1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. *Monitoring*

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. *Allowable costs*

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

Exhibit C

4. *Rules of construction*

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a (a) (1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 p.m. EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The Grants Management Unit Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the Grants Management Unit, the subrecipient shall call the NHDOJ main number, (603)271-3658, and request to speak to the Grants Management Unit and report the breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that for purposes of federal grants administrative requirements OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that for purposes of federal grants administrative requirements OJP considers a procurement "contract" (and therefore does not consider a subaward).

Exhibit C

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000), and are incorporated by reference here.

12. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. *No discrimination, in procurement transactions, against associates of the federal government*

Consistent with the (DOJ) Part 200 Uniform Requirements including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. *Monitoring*

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. *Allowable costs*

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. *Rules of construction*

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

13. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

14. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

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The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

16. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

18. Effect of failure to address audit issues

The subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) or NHDOJ may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency or NHDOJ) the subrecipient does not satisfactorily

and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

19. Potential imposition of additional requirements

The recipient and subrecipient at any tier agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

23. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance, and may not proceed without the express prior written approval of NHDOJ.

24. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance, and may not proceed without the express prior written approval of the NHDOJ.

25. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient,

Exhibit C

contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

26. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. *In accepting this award, the recipient*

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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2. *If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both*

a. it represents that

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

28. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients

Exhibit C

("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

29. Requirement to disclose whether subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, if the subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to the NHDOJ Grants Management Unit by email at Thomas.Kaempfer@doj.nh.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
30. The subrecipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-DC-BX-0017 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
31. Cooperating with OJP Monitoring

The subrecipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subrecipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks,

including documentation related to any subawards at any tier made under this award. Further, the subrecipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subrecipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32. The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

33. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the NHDOJ Grants Management Unit prior to obligation or expenditure of such funds.

34. Recipient understands and agrees that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

35. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subrecipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

36. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES)

Exhibit C

at an agency with a Certified SES Performance Appraisal System for that year. (An award subrecipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

37. The subrecipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a "violent offender" means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct— (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.
38. Subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse reduction.
39. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. §§ 801-904.

Exhibit C

Alexandra Hamel Board President
Name and Title of Authorized Representative

Alexandra Hamel 4-8-2020
Signature Date

New Hampshire Alcohol & Drug Abuse Counselors Association
130 Pembroke Road, Concord, NH 03301
Name and Address of Agency

Exhibit D

EEO Reporting

I, Alexandra Hamel, Board President [*responsible official*], certify that New Hampshire Alcohol and Drug Abuse Counselors Association [*recipient*] has completed the EEO reporting tool certification form at: https://ojp.gov/about/ocr/faq_ccop.htm on 01/22/2020 [Date]

And that Dianne Castrucci, Executive Director [*responsible official*] has completed the EEO training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 01/22/2020 [date]

I further certify that: New Hampshire Alcohol and Drug Abuse Counselors Association [*recipient*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: Alexandra Hamel

Date: 4-8-2020

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The **NH Alcohol and Drug Abuse Counselors Association** (Applicant) certifies that any funds awarded through grant number 2020ADC02 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The **NH Alcohol and Drug Abuse Counselors Association** (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Alexandra Hamel, Board President

Signature: Alexandra Hamel, Board President

Date: 4-8-2020

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

Exhibit F

with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

Exhibit F

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

all 11 8-7 1997

Exhibit F

- (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
- (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; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Alexandra Hamel, Board President

Name and Title of Head of Agency

Alexandra Hamel

Signature

4-8-2020

Date

New Hampshire Alcohol and Drug Abuse Counselors Association

Name and Address of Agency

130 Pembroke Road, Suite 100
Concord, NH 03301

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 NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 26, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 89242

Certificate Number: 0004885821



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Sara Cleveland do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of New Hampshire Alcohol and Drug Abuse Counselors Association.
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on January 23, 2020.
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Justice, for the provision of education and training services.

RESOLVED: That the President is hereby authorized on behalf of this Corporation to enter
(Title of Contract Signatory)
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 8 day of April, 2020.
(Date Contract Signed)

4. Alexandra Hamel is the duly elected President of the Corporation.
(Name of Contract Signatory) (Title of Contract Signatory)

[Signature]
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 8 day of April, 2020.

by Sara Cleveland.
(Name of Clerk of Corporation)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires February 7, 2023

JOHN F. CONNOLLY, Notary Public
State of New Hampshire
My Commission Expires February 7, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2020

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

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

PRODUCER Byse Insurance - Laconia 208 Union Avenue Laconia NH 03246		CONTACT NAME: Loretta Snell PHONE (A/C, No, Ext): (800) 639-2973 E-MAIL ADDRESS: Loretta@hpminsurance.com FAX (A/C, No): (603) 524-0748	
INSURED NH Alcohol & Drug Abuse Counselors Assoc. 130 Pembroke Road, Suite 100 Concord NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: Market INSURER B: Travelers Property Casualty Co of America (A/R) INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2011528904 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL ISBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HUP2058-03	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Equip Brkdn Cnts \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6JUB0413N908	05/03/2019	05/03/2020

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

Work performed during policy period. States for which statutory Workers Compensation is provided: NH

CERTIFICATE HOLDER**CANCELLATION**

NH Dept. of Justice 33 Capitol St. Concord NH 03301-6397	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Loretta Snell</i>
--	---

Additional Named Insureds

Other Named Insureds

DBA NHTIAD

Doing Business As

ADDITIONAL COVERAGES

Ref #	Description Professional Liability	Coverage Code PROF	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 200,000	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description VTAF	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$1.00				
Ref #	Description TERRORISM	Coverage Code TERR	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$32.00				
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$160.00				
Ref #	Description Sched Cr Modification	Coverage Code SCM	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium -\$11.00				
Ref #	Description Catastrophe	Coverage Code CATAS	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$32.00				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

SEP 09 2014

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION
25 COUNTRY CLUB RD STE 604
GILFORD, NH 03249

Employer Identification Number:
52-1508299
DLN:
17053350308003
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
December 11, 2013
Contribution Deductibility:
Yes
Addendum Applies:
Yes

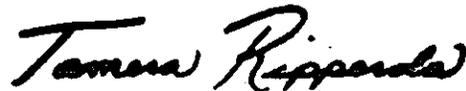
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

NEW HAMPSHIRE ALCOHOL AND DRUG

ADDENDUM

Based on the information submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is retroactive to the date of revocation.

STATE OF NEW HAMPSHIRE



**DEPARTMENT OF JUSTICE
CHARITABLE TRUSTS DIVISION**

CERTIFICATE OF REGISTRATION

***NH ALCOHOL & DRUG ABUSE
COUNSELORS ASSOCIATION***

CONCORD, NH

is registered as a charitable trust with the Department of the Attorney General, Division of Charitable Trusts pursuant to Chapter 7 Section 19 of the Revised Statutes Annotated of the State of New Hampshire.

Date of Issuance: ***December 16, 2014***

Joseph A. Foster
Attorney General

Registration number: ***17440***

A handwritten signature in cursive script, appearing to read "Terry M. Knowles".

Terry M. Knowles
Assistant Director of Charitable Trusts

NOTE: THIS CERTIFICATE OF REGISTRATION IS ISSUED TO CHARITABLE TRUSTS IN COMPLIANCE WITH RSA 7:19 RELATIVE TO REGISTRATION REQUIREMENTS. CHARITABLE TRUSTS MUST ALSO COMPLY WITH PERIODIC REPORTING REQUIREMENTS AND OTHER LAWS. CURRENT INFORMATION MAY BE OBTAINED FROM THE REGISTER.

JOB DESCRIPTION
Executive Director, NH Alcohol & Drug Abuse Counselors Association

The Executive Director is the Chief Executive Officer of New Hampshire Alcohol and Drug Abuse Counselors Association. The Executive Director reports to the Board of Directors, and is responsible for the organization's consistent achievement of its mission and financial objectives. This position provides leadership and direction in the development and delivery of all activities.

Goals & Objectives:

The overall goals of the Executive Director are to:

- Ensure the organizational operations and activities are provided in the highest quality manner within the fiscal and human resource limitations of the organization.
- Ensure the fiscal integrity and stability of the organization.
- Staff the day-to-day operations of the organization.
- Provide leadership to staff and volunteers to effectively carry out their assigned responsibilities.
- Serve as a spokesperson for the organization in public settings, consistent with the mission, policies, and activities of the organization.

Specific Duties:

The following responsibilities are the principal ways the Executive Director acts to assist NHADACA in executing its mission. The Executive Director shall:

- Implement and manage the strategic vision of the organization.
- Be accountable to the Board of Directors for the financial operation of the organization; prepare and manage an annual budget for the Board's acceptance and approval; and be responsible for securing and managing adequate funding to support organizational operations through diverse sources such as contracts, grants, and donations.
- Staff and provide guidance and needed leadership to the Board of Directors and its committees in the development of the policies and activities in accordance with the mission and strategic vision of the organization.
- Be responsible for administering and managing all grants, contracts, and agreements and informing the Board of Directors of these and other commitments that involve the utilization of agency operational and financial resources and/or staff and volunteer time.
- Promote good public relationships ensuring that the organization's mission, goals and objectives are understood by key stakeholders and partners.
- Establish and maintain positive working relationships with foundations, businesses, government officials, and other non-profits.
- Establish a system for evaluating staff job performance and ensure that it is implemented and maintained
- Be accountable to the Board of Directors for assuring that membership of the organization is encouraged and supported.
- Assure that appropriate and efficient organizational policies and procedures in all operational domains are developed, implemented and maintained.

- Administer and manage the day-to-day operations of the organization.
- Other duties as necessary to assure the success of the organization.

Qualifications:

- Masters degree in addictions counseling, social work, psychology, nonprofit administration, or related field.
- Demonstrated experience in working effectively with a nonprofit Board of Directors.
- Minimum of 5 years of experience in nonprofit and/or program administration including supervision of personnel.
- Ability to establish and maintain effective working relationships with others, to express ideas clearly and concisely in written and oral form.
- Experience in the development and coordination of grants, contracts and fundraising.
- Demonstrated experience in budget development and management.
- Identified leadership, interest, and passion for supporting the addictions profession.

Last Updated May 2012

DIANNE PEPIN CASTRUCCI, MEd., MLADC

LICENSURE

Master Licensed Alcohol and Drug Counselor

EDUCATION

Master of Education Degree, May 1993

Concentration: Counselor Education: Human Services

Bachelor of Science Degree, May 1989

Major: Elementary Education Minors: Psychology and Human Services
Plymouth State College, Plymouth, N.H.

EXPERIENCE

Executive Director, NH Alcohol & Drug Abuse Counselors Association, Concord, N.H. — June 2012 – Present

Promoted to Executive Director in June 2012, the Chief Executive Officer of NHADACA reports to the Board of Directors, provides leadership and direction in the development and delivery of all activities and is responsible for the organization's consistent achievement of its mission and financial objectives.

- ensures the organizational operations and activities are provided in the highest quality manner within the fiscal and human resource limitations of the organization.
- administers and manages all grants, contracts, and agreements and informs the Board of Directors of these and other commitments that involve the utilization of agency operational and financial resources and/or staff and volunteer time.
- ensures the fiscal integrity and stability of the organization.
- staffs the day-to-day operations of the organization providing leadership to staff and volunteers to effectively carry out their assigned responsibilities.
- serves as a spokesperson for the organization in public settings, consistent with the mission, policies, and activities of the organization.

Training Institute Director, NH Alcohol & Drug Abuse Counselors Association/ NH Training Institute on Addictive Disorders, Gilford, N.H. — February 2004 – June 2012

Coordinates logistics of workforce development opportunities for substance abuse prevention, intervention and treatment professionals throughout New Hampshire.

- consults with treatment and prevention professionals to identify specific training topic needs and local or regional trainers with expertise on that topic.
- collaborates with co-sponsors for various events.
- contacts trainers, contracts their services and coordinates travel arrangements
- markets and advertises events by creating electronic/email flyers and printed brochures and submits events for inclusion in training publications.
- maintains participant database including attendance, tuition and CEU information.
- coordinates functions associated with presenting major conference and training workshops of various sizes, and at various locations, statewide.

Administrator to the Board, NH Board of Licensing for Alcohol & Other Drug Use Professionals, Concord, N.H. — September 2011 – March 2012

Write Board correspondence, create agenda for and keep minutes at Board meetings, organize professional packets for review, maintain databases, arrange and order testing, database auditing, other administrative functions as assigned by the chairperson of the board.

Masters Licensed Alcohol & Drug Abuse Outpatient Counselor, Horizons Counseling Center, Gilford, N.H. — January 2006 – May 2013

Provide substance abuse services related to evaluation and group treatment to individuals in an outpatient setting and facilitate various psycho-educational groups including Project ADAPT to be held at, and in coordination, with the Belknap County Department of Corrections.

Exit Counselor, Community Alcohol Information Program, Inc., Boscawen, Nashua and Laconia, N.H. — July 2003 – November 2005

Conduct exit interviews for clients at the completion of the CAIP, Impaired Driver Intervention Program for DWI first offenders. Attended PRI training October 2003.

- diagnosed, and referred as appropriate, DWI first offenders for alcohol dependence and/or alcohol abuse upon file review and structured exit interview.

Licensed Alcohol & Drug Abuse Outpatient Counselor, James Foster & Associates, Manchester, N.H. — October 2003 – July 2004

Provide substance abuse services related to evaluation and brief treatment of individuals in an outpatient setting.

Corrections Counselor/Case Manager, NH Department of Corrections, Lakes Region Facility, Laconia, N.H. — December 1998 – February 2004

Providing clinical services of inmates participating in a modified therapeutic community treatment program (Summit House/Level 3 Substance Abuse Services).

- chaired and participated on, professional development committees to determine staff training needs and involvement, VOITIS grant fund use, as well as planning and coordination of multiple substance abuse training events for DOC staff.
- supervised inmates in lectures, clinical groups, community meetings, clinical staffing, individual counseling sessions and other clinical group activities.
- prepared/maintained clinical charts including evaluations, discharge summaries, treatment transfer information for parole and aftercare recommendations.
- impacted the direction/implementation and planning of treatment services available to inmates incarcerated at the Lakes Region Facility.

Antioch New England Adjunct Faculty, Summit House Program, Lakes Region Facility, Laconia, N.H. — May 2000 – May 2002

Field supervise and train graduate interns from the Antioch Graduate School of New England in methods and practice of substance abuse counseling.

- interview, accept or deny, teach/train and supervise master's level interns.
- communicate with professional seminar leaders.

Substance Abuse Counselor, N.H. Bureau of Substance Abuse Services, Multiple Offender Program, Laconia, N.H. — December 1993 – December 1998
Working as a clinical team member providing assessment, education and intervention services to individuals convicted of multiple DWIs.

- conducted intake/orientation, education, individual and group counseling, evaluation and assessment services relevant to client's substance use, medical, psychological, legal and social history.
- represented the program at official hearings of the Dept. of Motor Vehicles.

Independent Contractor/Counselor, NH Department of Corrections, First Step Program, Lakes Region Facility, Laconia, N.H. — July 1997 - September 1997
Facilitated the substance abuse/psycho-educational group component to NH State Prison inmates participating in the First Step Program. The course involved providing 25-28 male inmates intervention services, 3 hours per week for 8 weeks.

- created curriculum including lesson outlines and client handouts.
- facilitated psycho-educational course on substance abuse related issues with difficult offender population.

Shelter Manager, Task Force Against Domestic and Sexual Violence, Plymouth, N.H. — February 1992 - December 1993
Completed 40 hour crisis training for Task Force volunteer crisis-line and was hired as the Shelter Manager four months later.

- communicated with DCYS/DCYF on crisis-related issues.
- supported women in crisis at Plymouth Area Court sessions.
- coordinated/managed building functions, including monitoring clients, intakes, general maintenance, food pantry and emergency supplies.
- presented training workshops on shelter regulations and procedures.

Editorial Assistant, Office of News Services, Plymouth State College, Plymouth, N.H. — August 1989 - November 1993
Associated with this office for four years starting as Administrative Secretary then promoted to Editorial Assistant.

- produced internal and external desktop publications.
- created weekly and monthly events calendars to market college events.
- wrote and distributed news releases concerning student success.
- hired and supervised student office assistants.
- created purchasing documents for supplies and services.
- utilized and maintained extensive computer databases.
- submitted listings of college events to newspapers for publication.

Other Activities

NH Governor's Commission Treatment Task Force 2018-Present
Legislative Commission on Primary Care Workforce Issues 2018-Present
NH LADC Board Peer Review Committee April 2013- March 2019
Associate Member of the Elearning Guild October 2012-2014
Member of National Association of Forensics Counselors 2002-2012

JOB DESCRIPTION
Training Director, NH Alcohol & Drug Abuse Counselors Association

Requirements

- Masters degree in business/marketing or human services field preferred.
- Minimum of 5 years experience in training implementation and/or the substance use profession.
- Conversant in the areas of substance use prevention, treatment and recovery.
- Ability to read and understand basic subcontract/contract agreements with funders
- Demonstrated leadership skills and ability to work independently.
- Supervisory skills including the ability to assign work, evaluate work and discuss work performance with supervisees.
- Strong administrative, facilitation and organizational skills.
- Computer skills sufficient to assist with website maintenance, oversee/conduct webinars using Adobe Connect, data entry/Access database and event/membership management systems.
- Ability to establish and maintain effective working relationships with other staff, funders, other agencies and the general public.
- Ability to meet light to medium physical demands of training set-up to include moving chairs and tables, light cleaning, taking out garbage and carrying training equipment and materials.
- Driver's license and personal vehicle to implement trainings happening outside of Concord, NH

Full-time position for Training Director of substance use and ancillary professionals. The coordinator works with the Executive Director, other training staff and funders/stakeholders to identify training needs for the profession/community of ancillary professionals and set up and implement series of training events for various contracts and grants.

Duties

- Support the general functions of the NH Alcohol & Drug Abuse Counselors Association (NHADACA) as a whole and the specific functions of the NH Training Institute on Addictive Disorders (NHTIAD)
- Set up and implement training events within contract budget guidelines
- Contract reporting and representing the agency in relation to training activities.
- Along with Executive Director, supervise, evaluate, and assign work to training staff in support of training implementation – assisting when needed to complete the tasks:
 - Perform training related activities processing registrations and payments, preparing CE applications, and maintaining databases
 - Contact, contract with and arrange for trainers for planned training events.
 - Disseminate electronic information and published flyers regarding training events.
 - Assist in the maintenance of a web site.
- Administrative and other duties as assigned by the Executive Director and the Board of Directors of NHADACA

Last Updated February 2020

Feb 2020

JOB DESCRIPTION

Training Associate, NH Alcohol & Drug Abuse Counselors Association

Fulltime position for training associate with a training institute for addictions professionals. The associate works with the Training Director, Training Coordinator, Training Assistants, Executive Director and other NHTIAD staff at the NH Alcohol & Drug Abuse Counselors Association to assist in registration, maintaining databases and the implementation of a series of training events.

Requirements

- Bachelor's degree in a human services or business management-related field preferred.
- Minimum of 3 years experience in varied experience in training implementation.
- Ability to work independently.
- Strong communication skills.
- Computer skills sufficient to assist with maintenance of webinar platforms, meeting management software, MS Access and MS Excel databases and as well as to provide technical support at training events. Familiarity with Zoom and Adobe Connect helpful.
- Ability to establish and maintain effective working relationships with other agencies and the general public.
- Organizational skills sufficient to assist in the coordination of annual conferences such as the NH Behavioral Health Summit
- Flexibility to travel to support regional conferences such as the AdCare Educational Institute of New England
- Ability to meet light to medium physical demands of training set-up to include moving chairs and tables, light cleaning/trash removal and carrying training equipment and materials.

Duties

- Support the general functions of the Training Institute as a whole
- Perform training related activities such as data entry, preparing and sending invoices and accounts receivable.
- Assist with pre & post event activities as requested such as registration and payment entry, certificate process management, evaluation summary preparation.
- Support functions needed to implement regularly scheduled training events such as preparing participant materials, assisting with participant registration, equipment and room set-up and presenter support.
- Coordinate use of conference rooms when rented by other entities
- Planning & Coordination activities for Behavioral Health Summit
- Travel to regional conferences to provide logistical support to the AdCare Educational Institute of New England
- Review and reply to correspondence and perform public relations duties, such as attendance and representation at exhibit tables for various workforce development events
- Miscellaneous tasks with other staff that may include cleaning, answering phones, opening mail and answering emails
- Other duties as assigned by the Executive Director, Training Director, Training Coordinator and the Board of Directors of NHADACA

Salary Range

- \$16-\$18 per hour commensurate with experience

July 2019

Alyssa M. Demers

EDUCATION:

NHTI- Concord, NH 2007-2008

Information technology- completed several courses

Lakes Region Community College- Laconia, NH 2011-2017

Associates in Human Services and an Associate's degree in Automotive Technology.

Southern New Hampshire University- Manchester, NH 2017-2019

Bachelor's degree in Psychology with a concentration in Addiction Counseling. March 2019.

PROFESSIONAL EXPERIENCE:

New Hampshire Alcohol and Drug Abuse Counselors Association, Concord, NH

Training Associate 1/2019-Current

- Completed work of a training coordinator from 1/2019-3/2019
- Enter participants into Access database.
- Contract with trainers to conduct webinars.
- Maintain the agency website.
- Prepare CE applications for webinars.

Training Assistant 12/2016-12/2018

- Enter participants into Access database.
- Contract with trainers to conduct webinars.
- Maintain the agency website.
- Prepare CE applications for webinars.

Student Office Assistant 9/2015-12/2016

- Enter participants into Access database.
- Assist clients by answering the phone.
- Receive payments for trainings by cash, check, credit card, vouchers, or automatic debits.

Walmart, Concord, NH

Cashier 9/2013- 10/2017

- Processed merchandise returns and exchanges.
- Maintained a clean store.
- Received payments by cash, check, credit card, vouchers, or automatic debits
- Provided excellent customer service

JOB DESCRIPTION

Administrative Assistant, NH Alcohol & Drug Abuse Counselors Association (NHADACA)

Part-time position for administrative assistant at a membership association for addictions professionals. The assistant works with the Executive Director, other NHADACA staff and NHADACA board of directors to provide accurate reports/accounting of NHADACA finances, reporting of meeting minutes and circulating information to association membership.

Requirements

- Bachelors degree in a human services or business management-related field preferred.
- Minimum of 3 years experience in varied office work including experience in Quickbooks and general accounting.
- Ability to work independently.
- Strong communication skills.
- Computer skills sufficient to use MS Office applications, Quickbooks*, Constant Contact, Survey Monkey, and Zoom.
- Ability to establish and maintain effective working relationships with other agencies and the general public.
- Ability to meet light to medium physical demands of occasional training set-up to include moving chairs and tables, light cleaning/trash removal and carrying training equipment and materials.

Duties

- Manage/Assist with membership related communication (letters/mailings, membership lists, tracking of expiration dates, and related emails).
- Assist with updating policies, manuals, succession plan, and other reports that may impact NHADACA policy.
- Support the general functions of the Executive Director and NHADACA as a whole
- Perform administrative related activities such as answering phones, Paypal reconciliation, memos, invoices and similar accounts payable & receivable functions, writing and maintaining meeting minutes, general correspondence, tracking regional membership, maintaining databases and some financial reporting.
- Occasional support functions needed to implement regularly scheduled training events such as assisting with participant registration, cleaning, equipment and room set-up and clean-up.
- Complete contract compliance reports as well as assist Executive Director with various reports for auditing purposes.
- Assist in the maintenance of websites, calendars and updating website documentation.
- Other duties as assigned by the Executive Director and the Board of Directors of NHADACA

* There may some minor accounting with Quickbooks, however at this time most Quickbooks and accounts payable/receivable functions are being done by the Executive Director with a subcontractor.

Stephanie L. Bean

SUMMARY: Seeking a team-based environment that can utilize my skill set to contribute to the goals of the organization.

EDUCATION: New Hampshire Community Technical College
Liberal Arts; Business

May 2008

EXPERIENCE:

New Hampshire Alcohol & Drug Abuse Counselors Association, Concord, NH
Administrative Assistant

January 2020- Current

- Keeps track of all money coming to the organization and bank deposits
- Organizes and tracks all of the scholarships
- Reconciles the PayPal account each month
- Answers phones and assigns emails to appropriate staff
- Trainer outreach and sending evaluation summaries

AutoServ of Tilton, Tilton, NH
Business Development Center Representative

March 2017- July 2019

- Answers all internet and phone inquiries for the dealership.
- Sends email responses and photos.
- Set appointments for customers to test drive.
- Works on a team

Brewster Academy, Wolfeboro, NH
Assistant to the CFO

October 2016 - March 2017

- Assisted in all administrative duties for the business office including tuition and student debit accounts.

Servpro of Concord, Concord, NH
Office Manager

June 2012 - June 2016

- Used a range of office software, including email, QuickBooks, spreadsheets and databases.
- Process and manages payroll for the company weekly.
- Manage jobs files from initial phone to final billing.
- Develop and implemented new processes for inter office communication.
- Manage and audit all files for specific insurance company protocols.
- Maintain the overall condition of the office and organized meetings with staff.
- Oversee the recruitment of new staff, including training and induction
- Ensure adequate staff levels to cover for absences and peaks in workload, often by using third party agencies.

- Delegate work to staff and managed their workload and output levels.
- Promote continuing staff development and training.
- Respond to customer enquiries and complaints.

Servpro of the Seacoast, Dover, NH
Assistant Project Manager

April 2008 - May 2012

- Provided excellent organizational and time management skills.
- Excelled in flexibility and adaptability to changing workloads.
- Able to prioritize tasks and work under pressure.
- Used to liaise well with others and delegate tasks.
- Used strong oral and written communication with clients and coworkers.
- Gave much attention to detail.
- Maintained problem-solving skills and project management assists.

TECHNICAL SKILLS: Proficient in Microsoft Word, Excel, PowerPoint and QuickBooks

KEY ADMINISTRATIVE PERSONNEL

NH Department of Justice

Contractor Name: NH Alcohol & Drug Abuse Counselors Association

Name of Program: Drug Court Assessment, Training and Technical Assistance Program (DCATT)

BUDGET PERIOD: SFY 2021				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Dianne Castrucci	Executive Director	\$84,968	8.75%	\$7,435
Alyssa Demers	Training Associate	\$38,938	9.50%	\$3,699
Stephanie Bean	Administrative Assistant	\$41,600	7.00%	\$2,912
Alexandra Hamel	President	\$0	0.00%	\$0
Linda Brewer	President Elect	\$0	0.00%	\$0
TOTAL SALARIES				\$14,046

BUDGET PERIOD: SFY 2022				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Dianne Castrucci	Executive Director	\$87,517	5.50%	\$4,813
vacant	Training Director	\$64,000	6.25%	\$4,000
Alyssa Demers	Training Associate	\$39,720	9.50%	\$3,773
Stephanie Bean	Administrative Assistant	\$41,600	4.00%	\$1,664
Linda Brewer	President	\$0	0.00%	\$0
TOTAL SALARIES				\$14,251

NHADACA Board List January 2020

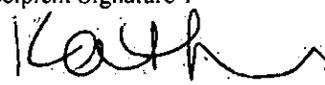
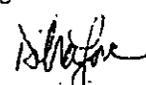
Member	Board Position	Business Address	Business Phone
Linda Brewer	President Elect	State of NH EAP 129 Pleasant Street, Concord, NH 03301	603-271-8947 603-393-6292
Christopher Foster	At Large Representative	Corporate Office Amatus Health 10019 Reisterstown Rd #301, Owings Mills, MD 21117	(410) 469-8889
Diana Gibbs	At Large Representative	North Country Health Consortium 262 Cottage St, Ste 230 Littleton, NH 03561	603-259-4871 603-259-3700 x222
Christine McKenna	Seacoast Representative	133 Epling Road, Unit B Exeter, NH 03833	603-828-7783
Alexandra Hamel	President	Keystone Hall 615 Amherst St, Nashua, NH 03063	603-816-3105
Doreen Boutin	Southern Representative	Farnum Center 140 Queen City Ave Manchester, NH 03103	603-263-3610
Angela Jones	North Country Representative	PO Box 445 Franconia, NH 03580	603-616-2019
William Keating	At Large Representative	Seacoast Mental Health Ctr 1145 Sagamore Avenue Portsmouth, NH 03801	603-828-7783
Meredith Senter	Central Representative	Catholic Medical Center 8100 McGregor St. Manchester, NH 03102	603-663-8072
vacant	Connecticut Valley Representative		
Kelly Luedtke	Immediate Past President	NHTI Concord's Community College 31 College Dr. Concord, NH 03301	603-271-6484 ext. 4174
Lindsey Ducharme	Treasurer	Horizons Counseling Center 25 Country Club Rd, Ste 705 Gilford, NH 03249	603-524-8005
Diane Fontneau	Student Representative	Seacoast Mental Health Ctr 1145 Sagamore Avenue Portsmouth, NH 03801	603-957-5825
Suzanne Thistle	Lakes Region Representative	PO Box 251 Bristol, NH. 03222	603-630-3852
Sara Cleveland	Secretary	NH Bureau of Drug & Alcohol Services 105 Pleasant Street Concord, NH 03301	603-271-6738

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name JSI Research and Training Institute, Inc.		1.4. Subrecipient Address 44 Farnsworth St., Boston, MA 02210	
1.5 Subrecipient Phone # 603-573-3300	1.6. Account Number 1067-072-500575	1.7. Completion Date 9/30/2022	1.8. Grant Limitation \$ 393,440
1.9. Grant Officer for State Agency Kathleen B. Carr Thomas Keenple		1.10. State Agency Telephone Number 603-271-1234	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Katherine Robert, Regional Director	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack, on 4/10/20, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she 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 & Title of Notary Public or Justice of the Peace Debra L. Love, Notary Public, Commission ends on September 5, 2023			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Keenple, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Takmina Rakhmatova Assistant Attorney General, On: 4/13/2020			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____/____/____			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Subrecipient notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient 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 Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

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- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.
19. **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 first above given.
20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **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.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



EXHIBIT A

-SCOPE OF SERVICES-

1. The JSI Research and Training Institute, Inc. as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for support in providing assessment, training and technical assistance to further enhance the NH Drug Court Program.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in the Grant Agreement, Sections 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$393,440 of the total Grant Limitation upon Governor and Executive Council approval to 9/30/2022, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason, the Subrecipient may request an extension of the grant period to 9/30/2023. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ and the Bureau of the Justice Assistance in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Executive Council approval, nor after 9/30/2022, or 9/30/23 if extension is granted.

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipient shall also be compliant at all times with the terms, conditions and specifications detailed in the Adult Drug Court Discretionary Grant Rules and Special Conditions as Exhibit C, which is subject to annual review.

ADULT DRUG COURT DISCRETIONARY GRANT
SPECIAL CONDITIONS
Grant # 2019-DC-BX-0017

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized subrecipient official.

Failure to comply with any one or more of these award requirements whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the subrecipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP or the NH Dept. of Justice ("NHDOJ") also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements

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apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact the NHDOJ Grants Management Unit promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes

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references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise the NHDOJ Grants Management Unit in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NHDOJ Grant Management Unit in writing of the potential duplication, and, if so requested by the NHDOJ, must seek a budget-modification or change-of-project-scope.

7. Requirements related to System for Award Management and Universal Identifier Requirements

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Employment eligibility verification for hiring under the award

1. *The recipient (and any subrecipient at any tier) must*

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) This award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a (a) (1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. *Monitoring*

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. *Allowable costs*

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. *Rules of construction*

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a (a) (1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov. Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S. Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 p.m. EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The Grants Management Unit Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the Grants Management Unit, the subrecipient shall call the NHDOJ main number, (603)271-3658, and request to speak to the Grants Management Unit and report the breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that for purposes of federal grants administrative requirements OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that for purposes of federal grants administrative requirements OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000), and are incorporated by reference here.

12. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. *No discrimination, in procurement transactions, against associates of the federal government*

Consistent with the (DOJ) Part 200 Uniform Requirements including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. *Monitoring*

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. *Allowable costs*

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. *Rules of construction*

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

13. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

14. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

16. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

18. Effect of failure to address audit issues

The subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) or NHDOJ may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency or NHDOJ) the subrecipient does not satisfactorily

and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

19. Potential imposition of additional requirements

The recipient and subrecipient at any tier agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

23. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance, and may not proceed without the express prior written approval of NHDOJ.

24. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance, and may not proceed without the express prior written approval of the NHDOJ.

25. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient,

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contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

26. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. *In accepting this award, the recipient*

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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2. *If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both*

a. it represents that

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

28. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients

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("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

29. Requirement to disclose whether subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, if the subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to the NHDOJ Grants Management Unit by email at Thomas.Kaempfer@doj.nh.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

30. The subrecipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-DC-BX-0017 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

31. Cooperating with OJP Monitoring

The subrecipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subrecipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks,

including documentation related to any subawards at any tier made under this award. Further, the subrecipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subrecipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32. The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

33. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the NHDOJ Grants Management Unit prior to obligation or expenditure of such funds.

34. Recipient understands and agrees that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

35. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subrecipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

36. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES)

Exhibit C

at an agency with a Certified SES Performance Appraisal System for that year. (An award subrecipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

37. The subrecipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a "violent offender" means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct— (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.
38. Subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse reduction.
39. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. §§ 801-904.

Exhibit C

Katherine Robert, Regional Director

Name and Title of Authorized Representative



April 10, 2020

Signature

Date

JSI Research & Training Institute, Inc. d/b/a Community Health Institute
501 South Street, 2nd Floor, Bow, NH 03304

Name and Address of Agency

Exhibit D

EEOP Reporting

I, N/A [responsible official], certify that

N/A [recipient] has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_eop.htm on N/A [Date]

And that N/A [responsible official] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: N/A [date]

I further certify that: JSI Research & Training Institute, Inc. d/b/a Community Health Institute [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: 

Date: April 10, 2020

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: JSI Research & Training Institute, Inc. d/b/a Community Health Institute	
Address: 501 South Street, 2nd Floor, Bow, NH 03304	
Is agency a: <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DUNS Number: 04-2679824	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Rachel Kohn	
Telephone Number: (603) 573-3321	E-Mail Address: rachel_kohn@jsi.com

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|--|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input checked="" type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, Katie Robert [responsible official], certify that JSI Research & Training Institute, Inc. d/b/a Community Health Institute [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that JSI Research & Training Institute, Inc. d/b/a Community Health Institute [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Katie Robert, Regional Director



4/10/20

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency subawards a single award of \$500,000 or more then the granting agency should provide a list, including, name, address and DUNS # of each such sub-recipient.

Sub-Recipient Agency Name/Address	Sub-Recipient DUNS Number
N/A	

If additional space in necessary, please duplicate this page.

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

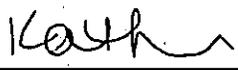
Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

JSI Research & Training Institute, Inc. d/b/a
The Community Health Institute (Applicant) certifies that any funds awarded through grant number 2020ADC01 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

JSI Research & Training Institute, Inc. d/b/a
The Community Health Institute (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Katherine Robert, Regional Director

Signature: 

Date: 4/10/20

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

Exhibit F

with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

Exhibit F

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

Exhibit F

(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

(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; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Katherine Robert, Regional Director

Name and Title of Head of Agency



April 10, 2020

Signature

Date

JSI Research & Training Institute, Inc. d/b/a Community Health Institute
501 South Street, 2nd Floor, Bow, NH 03304

Name and Address of Agency

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 739507

Certificate Number: 0004883368



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

State of New Hampshire

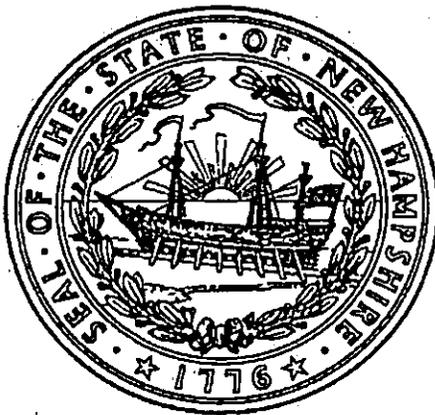
Department of State

CERTIFICATE

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

Business ID: 742096

Certificate Number: 0004883373



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

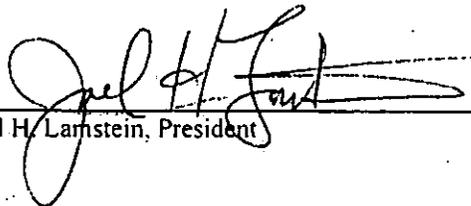
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

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

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

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 10, 2020

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute this 10th day of April 2020.



Joel H. Lamstein, President

STATE OF New Hampshire
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 10th day of April, 2020 by Joel H. Lamstein.

Notary Public/Justice of the Peace
My Commission Expires: _____



JOHNSNO-01

DMEANEY

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 1/21/2020

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

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

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

INSURED

JSI d/b/a Community Health Institute
 44 Farnsworth Street
 Boston, MA 02210-1206

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Combined Agg \$10M			35873320	9/9/2019	9/9/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73546634	9/9/2019	9/9/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			79861066	9/9/2019	9/9/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71733182	9/9/2019	9/9/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O/CYBER			G46887694	11/30/2019	11/30/2020	GENERAL AGGREGATE \$ 5,000,000
B	Directors & Officers			81595534	11/30/2019	11/30/2020	EACH OCC/GEN AGG \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 With respect General Liability, certificate holder is included as an additional insured if the Insured specifically agrees in a written contract or agreement. The insurance afforded to an additional insured under this provision applies on a primary and non-contributory basis subject to the complete terms and limitations of policy form 80-02-2367

CERTIFICATE HOLDER New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Internal Revenue Service

Department of the Treasury

District
Director

10 MetroTech Center
625 Fulton Street
Brooklyn, NY 11201

Date JUL 10 1997

JSI Research & Training
Institute, Inc.
44 Farnsworth Street
Boston, MA 02210-1209

Person to Contact
Patricia Holub
Contact Telephone Number:
(718) 488-2333
EIN: 04-2679824

Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of JSI Research & Training Institute, Inc.

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code remains in effect until the tax exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below

Sincerely yours,

(Patricia Holub)

Patricia Holub
Manager, Customer
Service Unit

Name of Organization: JSI Research & Training Institute, Inc.

Date of Exemption Letter: June 1982

Exemption granted pursuant to section 501(c)(3) of the Internal Revenue Code.

Foundation Classification (if applicable): Not a private foundation as you are an organization described in sections 509(a)(1) and 170(b)(1)(a)(vi) of the Internal Revenue Code.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Justice

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

Name of Contract: BJA Discretionary Drug Court Grant

BUDGET PERIOD: 6/1/2020 -9/30/2022				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Rachel Kohn	Project Director	\$108,000	30%	\$64,800
Debbie Love	Project Data Manager	\$66,150	40%	\$53,000
Lori Walter	Logistics Manager	\$68,000	15%	\$20,400
TOTAL SALARIES				\$138,200.00

Note: The percent of salary is based upon annual salary and the amount paid from this contract is for 2 years, the percent paid from this contract is based upon an annual percent

RACHEL S. KOHN, MSW, MPH

JSI Research & Training Institute, Inc., 501 South Street, 2nd Floor
Bow, New Hampshire 03304, 603-573-3300

Rachel_kohn@jsi.com

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

JSI Research & Training Institute, Inc., Boston, Massachusetts and Bow, New Hampshire
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, management and analysis; grant writing, and report writing and dissemination. Content expertise includes evidence-based 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 interpretation, presentation, and visualization of data results.

Current Data & Evaluation Projects:

Signature Healthcare Office-Based Addiction Treatment

Evaluation subcontract in support of Signature Health Care - Brockton Hospital's SAMHSA-funded Targeted Capacity Expansion: Medication Assisted Treatment - Prescription Drug (MAT PDOA) Opioid Addiction Office-Based Addiction Treatment Program (SOBAT). Design and oversee a utilization-focused evaluation plan, data collection tools, integration with electronic medical records systems, develop and disseminate evaluation reports and comply with Federal reporting requirements.

Harbor Homes Grants for the Benefit of Homeless Individuals

Evaluator for the 5-year SAMHSA-funded Grants for the Benefit of Homeless Individuals (GBHI). Design and oversee a utilization-focused evaluation plan, data collection tools, integration with electronic medical records systems, develop and disseminate evaluation reports and comply with Federal reporting requirements. Provide oversight and technical assistance with on-going quality improvement strategies through the use of monitoring, participant feedback and process evaluation.

NH Center for Excellence Addressing Alcohol and other Drugs

Data and evaluation consultant for this state-wide technical assistance and resource center for the implementation of evidence-based interventions in alcohol and other drug prevention, intervention, treatment and recovery services. Provide technical assistance to the DHHS Bureau of Drug and Alcohol Services, their grantees and other state and local stakeholders to support data-informed decision making at the community and state level; logistical support for the biennial implementation of the YRBS in coordination with state partners; and facilitate additional evaluation and analysis to support Partnership for Success program monitoring and evaluation.

New Hampshire Juvenile Court Diversion Network

Project Director - with funding from New Hampshire Department of Children, Youth & Families, lead the development of a Juvenile Court Diversion Center for Excellence to educate policymakers and stakeholders on the core elements and best practices of diversion programs; research 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. Conduct research on the recidivism rates of court diversion participants and provide on-going technical assistance on expansion and integration of evidence-based practices.



Hillsborough County Adult Treatment Drug Court

Evaluator – Design and oversee a utilization-focused evaluation plan for the SAMHSA Center for Substance Abuse Treatment-funded Hillsborough County Drug Court (HCDC). 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.

Community-Based Coalition Evaluation

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

Manchester Calculating Adequate Systems Tool

Project Director - Support the Mayor in the City of Manchester to identify service capacity and gaps; establish priority strategies and develop a plan for improving the delivery of substance use disorder services in Manchester. Facilitate a highly collaborative process in concert with the Mayor's office, the Manchester Health Department, and Makin' It Happen Coalition for Resilient Youth, Inc. (MIH), to quantify the current capacity and need for additional services, utilize the Calculating Adequate Systems Tool (CAST) developed by SAMHSA, or a similar, to quantify the service gaps and needs for the City.

Recent Graphic Design/Data Visualization/Branding Projects

Fenway Health

Artistic director and lead designer for graphical design of 11 toolkits for the Evidence-Informed Interventions Coordinating Center for Technical Assistance (E2i CCTA) through its funding from The Health Resources and Services Administration.

Voices of New Hampshire's Youth: A Rapid Assessment of Young Adults in New Hampshire

Tools from the Field: Participant-Centered Techniques for Effective Training

Graphic designer responsible for design, layout, type-setting, and print production oversight of 130 page manual and CD for World Education, Inc.

Creating Positive Change Coalition (CPC)

Evaluation and graphic design work for community-based coalition targeting substance use among area youth. Compiled and analyzed local Youth Risk Behavior Survey data, wrote the Summary of Findings: Youth Risk Behavior Survey 2005 report. Responsible for design and layout of report narrative, tables and charts.

Legacy Foundation Tobacco Education Training Manuals

Graphic designer responsible for design, layout, type-setting, and print production oversight of three tobacco education training curriculum manuals.

Northern Strafford County Health and Safety Council

Graphic designer of logo for regional collaborative addressing public health issues and of the Community Health Profile for the Strafford County Region: Findings report. Responsible for design and layout of report narrative, tables and charts.

ASSOCIATIONS | BOARDS

National Association of Drug Court Professionals; American Evaluation Association; American Institute of Graphic Arts

COMPUTER SKILLS

Adobe Creative Cloud: Illustrator, Photoshop, InDesign, MS Office Suite: Word, Excel, PowerPoint, Publisher, SPSS; Social Network Applications.



DEBRA L. LOVE

JSI Research & Training Institute, Inc.,
501 South Street, 2nd Floor, Bow, New Hampshire 03304 (603) 573-3310

Debbie_love@jsi.com

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, 2008 to Present

EXPERIENCE

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

Project Manager, 2019 to present

Office Manager, 2016-2019

Project Coordinator, 2001-2016

Hillsborough County Drug Court (HCDC)

Provide support in the program evaluation of the HCDC program to expand the substance use disorder treatment capacity in their Superior Court through the development of the HCDC. 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.

NH Center for Excellence

Provide fiscal, logistical, administrative, website 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 Immunization Marketing

Provide project support with social marketing content management to develop a creative health marketing campaign, for the NH Immunization Program that identifies priority audiences, best-practice outreach strategies, and partner communication channels, effective educational outreach materials to advance the understanding of the health benefits of vaccines and immunizations and increase NH immunization rates.

Harbor Homes Grants for the Benefit of Homeless Individuals

Project support for the five-year SAMHSA-funded Grants for the Benefit of Homeless Individuals (GBHI). Design and oversee a utilization-focused evaluation plan, data collection tools, integration with electronic medical records systems, develop and disseminate evaluation reports and comply with Federal reporting requirements.

Oral Health Promotional Partner

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

Chronic Disease Conditions

Provide project management for improving access to and participation in American Diabetes Association/American Association of Diabetes Educators accredited Diabetes Self-Management Education and Support programs in underserved areas; increasing engagement of pharmacists in the provision of medication therapy management; assisting health care organizations in implementing systems to identify people with prediabetes and referring them to National

Diabetes Prevention Programs for type two (2) diabetes prevention; promoting adoption of evidence-based quality measurement at the provider level; facilitating the use of self-measured blood pressure monitoring tied with clinical support among adults with hypertension; and implementing systems to facilitate systematic referral of adults with hypertension and/or high blood cholesterol to community programs and resources approved by the CDC.

New Hampshire SBIRT Initiative

Provided training to healthcare providers and systems implementing SBIRT (Screening, Brief Intervention, and Referral to Treatment) as a strategy to integrate behavioral health and primary care to identify patients at risk of substance misuse. Developed and implemented a variety of learning opportunities such as webinars, meetings, and onsite trainings and shared learning to help providers address all facets of their workflow. The training builds knowledge and skills utilizing motivational interviewing techniques with patients identified at greater risk.

Injury Prevention Professional Trainings

Supported the Injury Prevention Program, Division of Public Health Services and the Injury Prevention Community Planning Group by providing 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.

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

Provided 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.

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.

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.

LORI WALTER, CMP

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Bow, New Hampshire 03301 (603) 573-3306

lori_walter@jsi.com

EDUCATION

ASHWORTH UNIVERSITY, NORCROSS, GEORGIA
A.S., Business Management

CONVENTION INDUSTRY COUNCIL, WASHINGTON, D.C.
Certified Meeting Professional (CMP) designation 2005

PROFESSIONAL CAREER DEVELOPMENT INSTITUTE, ASHWORTH UNIVERSITY, NORCROSS, GEORGIA
Certified in Bridal Consulting, 2003
Certified in Travel & Tourism, 1998

NEW HAMPSHIRE TECHNICAL INSTITUTE, CONCORD, NEW HAMPSHIRE
Coursework in hospitality sales & management, hotel management, and convention planning, 1999-2001

EXPERIENCE

JSI Research & Training Institute, Inc. d/b/a Community Health Institute, Bow, NH
Training & Event Manager, July 2007 to present

Continuing Nursing Education Coordinator January 2012 to present

Provides ongoing support and administration of JSI's continuing nursing education (CNE) accreditation through the Northeast Multi-State Division of Continuing Education. Works with JSI staff to develop programs that adhere to the strict NEMSD and American Nursing Association guidelines for CNE approval. In addition, works with JSI staff on researching and developing programs that adhere to other accreditation guidelines such as continuing medical education, social worker education, licensed drug and alcohol counselors, prevention specialists, etc.

NH HIV Planning Group (HPG) July 2017 - Present

Project director for the NH HPG through a contract with the NH Department of Health and Human Services, Bureau of Infectious Disease. Project management, budgeting, client relations, and overseeing the project and the project team. Provides logistical support for committee meetings, trainings, and special events including a biennial conference, World Aids Day activities, training to health and community professionals on issues such as HIV, and transgender health.

NH Race & Equity Logistical Coordinator May 2018 to present

Project director for the NH Race and Equity project funded by the Endowment for Health. Works closely with the Endowment's program director to establish processes, and manage logistics for six workgroups. The workgroups bring together community members and professionals from various sectors to help develop action plans to address racial inequities in NH. JSI staff are also managing the logistics of the Endowment's second NH Race & Equity Symposium being held in April 2019.

Public Health Emergency Preparedness Training and Technical Assistance July 2007 to present

Provides conference and training logistics management for the Public Health Emergency Preparedness Technical Assistance and Training projects funded by the NH DHHS and NH Homeland Security and Emergency Management (HSEM) to provide training and technical assistance to public health emergency planning partners in New Hampshire's Public Health Regions. As part of the Technical Assistance and Training project, provides training logistics for contracted training, workshops and events as well as conference management for the one-day NH Emergency Preparedness Conference held annually for over 900 attendees, speakers and vendors. In addition, manages logistics for the NH Integrated Emergency Volunteer Training Conference held annually for 200 emergency volunteers. Also provided conference logistics for the 2010 Functional Needs Conference for 150 participants.

Marketing the Immunization Message in NH July 2010 to present

Provides project support and conference logistics for the NH DHHS Immunization Program's annual NH Immunization Conference. The conference team provides promotion, registration, fiscal management, exhibitor solicitation, planning committee management, speaker coordination, CEU/CME management, set-up and day-of onsite management. The goal of the conference is to educate healthcare providers on immunization specific topics.



NH Center for Excellence *January 2009 to present*

Provides logistical and administrative support 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.

Healthy Homes and Lead Poisoning Prevention Program *July 2014 - present*

Primary responsibilities include working with the New England Lead Coordinating Committee to coordinate the biennial New England Lead Conference, as well working with the HHLPPP to coordinate regional dinners and other events to promote the program initiatives. In 2018, work also included event management for the NH Healthy Homes Conference.

Vermont Immunization & Infectious Disease Conference and Diversion Workshop Logistics *September 2016 to September 2018*

Project director overseeing and managing event logistics for the Vermont Department of Health's biennial Immunization & Infectious Disease Conference, and the 2018 Vermont Drug Diversion Workshop.

NH Governor's Summit on Substance Misuse *November 2015 - July 2016*

Provided conference management for the one-day NH Governor's Summit on Substance Misuse held in May 2016 for 800+ attendees, speakers and vendors. Services included promotion, registration, fiscal management, exhibitor solicitation, planning committee management, speaker coordination, CEU management, set-up and day-of onsite management.

Weight of the Nation Community Screenings & Events *December 2012 to January 2014*

Provided project management and logistical coordination. The project, funded by HNH Foundation, was to provide logistical support and coordination to community partners for 12 community screenings of the Weight of the Nation film *four Challenges*. The objective of the screening project was to raise awareness of the social costs and implication of obesity and to begin to build local and regional action to create access to healthy food and enhance recreational opportunities.

Uniform Data System for the Bureau of Primary Care *September 2008 to 2014*

Serves as a training logistics coordinator for a major initiative to collect 'Uniform Data System' (UDS) information from all BPHC funded sites across the country. Responsibilities include coordinating training logistics with the training coordinator, host primary care associations (PCAs) and trainers, compilation and distribution of training materials to the host PCAs, and compiling and summarizing training evaluations.

Uniform Data System for the Indian Health Services Urban Indian Health Program *September 2008 to 2014*

Serves as a training coordinator for a major initiative to collect 'Uniform Data System' (UDS) information. The UDS is a standardized reporting system that provides consistent information about the administrative, financial and clinical performance of 34 UIHP funded grantees nationwide. Responsibilities includes coordinating several annual one or two day trainings around the United States, informing grantees of training in their area, registering grantees, trainer travel arrangements, facility site selection and logistical management, compilation and distribution of training materials, and compiling and summarizing training evaluations.

New England Meat Conference *September 2012 to July 2013*

Provided project management and event logistics and management for the first ever New England Meat Conference and New England Meat Ball in March 2013 which over the course of two-days, attracted over 350 participants. The goal of the conference was to enhance the production, processing, and marketing of sustainable, nutritious, humanely-raised, and delicious meat from New England farms by providing education and networking opportunities for meat producers, processors, government officials, and consumers.

Prescription Drug Strategy Summit *August - November 2011*

Provided project management and event logistics management for the October 2011 Prescription Drug Abuse Strategy Summit which brought together 165 stakeholders to address NH's prescription drug abuse epidemic. The goal of the summit was to gather stakeholder input for the Prescription Drug Abuse Plan which goes before the Governor in December 2011.

Child & Family Services Adolescent Substance Abuse Treatment Program *October 2007 to August 2011*

Provided administrative support and data management services for Child and Family Services (CFS) for the CSAT funded Assertive Adolescent and Family Treatment (AAFT-2 and AAFT-3) projects. Data management activities include: Acts as the liaison between Chestnut Health Systems, CSAT and CFS data systems, provides ongoing technical assistance and support in setting up and maintaining the ABS/GAIN data collection systems, compile and report on client satisfaction survey upon discharge from ASAT program, ongoing data monitoring and technical assistance, conduct process and outcome evaluation activities, evaluation tool development, data collection training and support for CFS staff as needed to maintain quality data, SPSS and Access database development, creating client tracking systems, web based GPRA data entry, data cleaning and analysis, and report writing.

Social Distancing Law Project *March-July 2010*

Provided logistics for the NH DHHS and NH AG's office Social Distancing legal assessment meeting which followed a tabletop format and was conducted with state and local public health leaders and other key stakeholders to determine the sufficiency and identify potential gaps in current state law regarding implementation of social distancing measures.

NH Teen Foster Conference *July 2007 to September 2009*

Provided administration support coordination and conference management for the third, fourth and fifth annual NH Teen Foster Conferences. The CHI team worked closely with the DCYF staff and Youth Advisory Board, to develop workshops and materials that are most interesting and helpful to the youth and meet their mission and goals. CHI provided conference management services including developing and managing a confidential registration system and day-of, onsite logistical support.

Healthy Eating Active Living (HEAL) *August-November 2007*

Provided administrative support and conference management for the state wide HEAL conference in 2007. The HEAL objectives were to develop a statewide plan for promoting health eating and active living. The ultimate goal of the project is to promote personal wellness through active living and healthy eating. CHI facilitated a process lead by a statewide Steering Committee composed of representatives from schools, business, communities, and government. Five work groups were established to identify priority policy, educational and programmatic interventions to promote individual wellness including: schools, health care industry, worksites, food and recreational industry, community, and built and natural environment. The project includes a statewide conference to present the plan to stakeholders and technical assistance to community-based collaborative to develop active plans for implementing the statewide plan.

Youth Vision *December 2007 to March 2008*

Provided administrative support and focus group coordination for assessment project for NH Employment Services and the NH Departments of Education and Health and Human Services to gather quantitative and qualitative data on the well being of youth exiting the foster care and residential care system in Manchester.

NH HIV Logistics and Capacity Building *July 2007 to June 2008*

Provide administrative support for the NH HIV Logistics and Capacity Building Project funded by the NHDHHS and the Division of Public Health Services STD/HIV Prevention Section. This project provides logistical and capacity building support for the NH HIV community planning process and for funded HIV Prevention Services agencies.



JSI Research & Training Institute, Inc.
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Philadelphia, PA

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

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

September 30, 2018

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

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INDEPENDENT AUDITOR'S REPORT

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

Report on the Consolidated Financial Statements

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

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

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

Opinion

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

Other Matters

Other Information

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

Report on Summarized Comparative Information

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

Other Reporting Required by *Government Auditing Standards*

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

A handwritten signature in black ink, reading "Matthew J. Fugere CPA". The signature is written in a cursive style with a large initial "M".

Duxbury, Massachusetts
May 1, 2019

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

NOTE 1 - ORGANIZATION AND NATURE OF ACTIVITIES

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

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

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

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

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

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

Basis of Accounting

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Use of Estimates

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

Fair Value

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

Cash and Cash Equivalents

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

Investments

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

Property and Equipment

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

Revenue Recognition

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Revenue Recognition - continued

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

Contributions

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

Donated Materials and Services

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

Income Taxes

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

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

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

Functional Allocation of Expenses

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Financial Statement Presentation

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

Prior Year Comparative Totals

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

Reclassification

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

NOTE 3 – CONCENTRATION OF CREDIT RISK

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

NOTE 4 – INVESTMENTS

Fair Value

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

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

NOTE 4 – INVESTMENTS – continued

Fair Value - continued

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

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

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

Current assets:

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

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

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

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

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

NOTE 5 – RECEIVABLES FOR PROGRAM WORK

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

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

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

NOTE 6 – LOANS RECEIVABLE – RELATED PARTY

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

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

NOTE 7 – PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

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

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

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

NOTE 8 – OTHER ASSETS

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

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

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

NOTE 9 – ACCRUED VACATION

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

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

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

NOTE 10 – ADVANCES FOR PROGRAM WORK

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

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

NOTE 11 – LOANS PAYABLE – RELATED PARTY

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

NOTE 12 – NOTES PAYABLE

Citizens Bank

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

John Snow, Inc.

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

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

NOTE 13 – CONTINGENCIES

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

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

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

NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS

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

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

NOTE 15 – SURPLUS REVENUE RETENTION

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

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

NOTE 15 – SURPLUS REVENUE RETENTION - continued

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

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

NOTE 16 – COMMONWEALTH OF MASSACHUSETTS

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

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

NOTE 17 – RELATED PARTY TRANSACTIONS

John Snow, Inc.

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

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

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

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

NOTE 17 – RELATED PARTY TRANSACTIONS – continued

John Snow, Inc. - continued

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

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

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

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

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

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

Partnership for Supply Chain Management, Inc.

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

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

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

NOTE 17 – RELATED PARTY TRANSACTIONS – continued

Partnership for Supply Chain Management, Inc. – continued

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

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

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

Other

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

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

NOTE 18 – RETIREMENT PLANS

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

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

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

NOTE 19 – COMMITMENTS

Operating Leases

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

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

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

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

NOTE 20 – CONCENTRATION OF FUNDING

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

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

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

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

NOTE 21 – IN KIND PROJECT CONTRIBUTIONS

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

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

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

NOTE 22 – SUBSEQUENT EVENTS

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

Supplementary Information

JSI Research and Training Institute, Inc.
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Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT:				
Direct Grants:				
36521 - Uganda HIV/AIDS/TB	617-A-00-09-00007-00	98.001	\$ -	\$ 151
36697 - SPRING	AID-OAA-A-11-00031	98.001	-	10,076,548
36702 - Nepal CHX Cord Care	AID-OAA-A-11-00073	98.001	-	235,961
36800 - Advancing Partners	AID-OAA-A-12-00047	98.001	22,766,072	46,458,820
36845 - Pakistan HSSP	AID-391-A-13-00002	98.001	(437)	1,973,985
36895 - Mozambique M-SIP	AID-656-A-13-00006	98.001	-	1,584,313
36991 - AIDSFREE	AID-OAA-A-14-00046	98.001	36,748,664	62,188,777
37024 - Tanzania CHSS	AID-621-A-14-00004	98.001	650,551	5,755,790
37129 - Zambia Discover Health	AID-611-A-16-00004	98.001	1,569,350	22,602,341
37134 - Timor Leste RBHS	AID-472-A-16-00001	98.001	-	1,432,785
37162 - Ghana HIV/AIDS	AID-641-A-16-00007	98.001	1,234,077	3,756,222
37186 - Madagascar CCH	AID-687-A-16-00001	98.001	348,946	6,506,222
37356 - Building Healthy Cities	AID-OAA-A-17-00028	98.001	181,987	651,121
37360 - Pakistan IHSS - SD	AID-391-A-17-00002	98.001	1,007,706	3,094,096
37437 - OFDA CB	720FDA18GR00039	98.001	-	44,792
37462 - USAID Advancing Nutrition	7200AA18C00070	98.001	-	156,413
Total Direct Grants - CFDA #98.001			64,506,916	166,518,337
Pass-through Grants:				
Passed through Partnership for Supply Chain Management, Inc. (PSCM):				
36519/36524/37034/37053/37150 - Supply Chain Management System	GPO-I-00-05-00032-00	98.001	-	4,424,112
Passed through Johns Hopkins University:				
37099 - Ethiopia SBCC	AID-663-A-15-000011	98.001	-	(6,382)
Passed through Pathfinder International:				
37265 - Ethiopia TRANSFORM	AID663A1700002	98.001	-	7,423,425
Passed through Program for Appropriate Technology in Health:				
37301 - Open LMIS - Phase I	AID.2134-01555716-CR	98.001	-	698
37434 - GOFR Connect	AID0AA-A-16-00084	98.001	-	17,020
Passed through The National Cooperative Business Association:				
37375 - Senegal FTF Cult Nt	72068518CA00001	98.001	-	281,712

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U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT:				
Pass-through Grants (continued):				
Passed through Baylor College of Medicine:				
37408 - Baylor SZ MIS	AID-674-A-116-0003	98.001	-	134,703
Passed through United Nations Foundation:				
37464 - DIAL Open CMIS	AID-OAA-A-14-00067	98.001	-	204
Total Pass-through Grants - CFDA #98.001				12,275,492
Total - CFDA #98.001 - USAID Foreign Assistance for Programs Overseas			64,506,916	178,793,829
TOTAL - U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT			\$ 64,506,916	\$ 178,793,829
 U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:				
Direct Grant:				
37087 - Adolescent HIV/AIDS Prevention	MA1AH000001	93.057	\$ -	\$ 283,156
Total CFDA #93.057 - National Resource Center for HIV Prevention Among Adolescents				283,156
Pass-through Grants:				
Passed through Connecticut Dept. of Public Health:				
37160 - CT QI Asthma Program	Log# 2016-0099	93.070	-	25,827
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.070	-	27,836
Passed through Rhode Island Dept. of Health:				
37344 - Tick Free RI Branding	N/A	93.070	-	10,826
Passed through New Hampshire Dept. of HHS:				
37429 - NH Consulting	Agreement @ 6/13/18	93.070	-	2,497
Total CFDA #93.070 - Environmental Public Health and Emergency Response				66,986

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U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Pass-through Grants:				
Passed through State of New Hampshire:				
37407 - NCW - HERC	Agreement @ 2/20/18	93.074	-	5,059
Total CFDA #93.074 - Hospital Preparedness Program				5,059
Direct Grant:				
36967 - Healthy Start	UFSMG26845-05-00	93.110	-	136,940
Total CFDA #93.110 - Maternal and Child Health Federal Consolidated Programs				136,940
Direct Grants:				
37103 - HITEQ	U30CS29366	93.129	-	949,607
37363 - CHCACT UDS 2017	N/A	93.129	-	3,158
Total CFDA #93.129 - Technical and Non-Financial Assistance to Health Centers				952,765
Pass-through Grant:				
Passed through State of Maine:				
37376 - ME DHHS HPSA	CDO-18-2215	93.130	-	47,755
Total CFDA #93.130 - Cooperative Agreements to States/Territories for the Coordination and Devel. Of Primary Care Offices				47,755
Pass-through Grant:				
Passed through Boston Medical Center:				
37397 - Project RECOVER Evaluation	N/A	93.137	-	31,047
Total CFDA #93.137 - Community Programs to Improve Minority Health Grant Program				31,047
Pass-through Grant:				
Passed through Dartmouth Toxic Metals:				
37297 - Dartmouth Arsenic Site	APW/DTMSR/P4.17.17	93.143	-	10,083
Total CFDA #93.143 - NIEHS Superfund Hazardous Substances-Basic Research and Education				10,083
Pass-through Grant:				
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.184	-	3,803
Total CFDA #93.184 - Disabilities Prevention				3,803

See notes to Schedule of Expenditures of Federal Awards.

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Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Pass-through Grants:				
37163 - FamPlan Data Systems FY16	Agreement @ 3/1/16	93.217	-	7,166
37255 - UMASS Data Extract	N/A	93.217	-	489
37281 - FamPlan Data Systems	N/A	93.217	-	83,374
37313 - ABCD FP System FY18	APW/ABCD/5.31.17	93.217	-	47,904
37387 - NYS FP Training	DOH01-C3322966-34500	93.217	-	102,544
37390 - NH FP Data Systems FY18	05-95-90-902010-5530	93.217	-	7,485
37420 - FamPlan Data Systems	Agreement @ 3/1/18	93.217	-	68,704
37450 - RI FP Data Systems FY19	Agreement @ 5.1.18	93.217	-	12,778
Total CFDA #93.217 - Family Planning Services				330,444
Pass-through Grants:				
Passed through Community Health Institute and Harbor Homes, Inc.:				
37042 - Harbor Homes Inc.		93.243	-	3,085
Passed through State of Rhode Island:				
37107 - PFS-II	3426881	93.243	-	74,803
Passed through State of New Hampshire:				
37133 - HCDC Evaluation	Agreement @ 10/01/15	93.243	-	32,898
37151 - NH DMH Client Survey	Agreement @ 01/13/16	93.243	-	74,712
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.243	-	22,224
Passed through Savannah State University:				
37286 - HS Atlanta Consulting	Email 7/28/17	93.243	-	1,057
Passed through Substance Abuse Center:				
37300 - RI Healthy Trans		93.243	-	34
37463 - NHIS - @MCHC Launch	Agreement @ 9/5/18	93.243	-	965
Total CFDA #93.243 - Substance Abuse and Mental Health Services Projects of Regional and National Significance				209,778
Direct Grant:				
37223 - Family Planning National Training Center for Service Delivery Improvement	FPTPA006028	93.260	1,085,862	4,350,177
Total CFDA #93.260 - Family Planning - Personnel Training				4,350,177

See notes to Schedule of Expenditures of Federal Awards.

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Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Direct Grant:				
37321 - HRSA, RRHO	UH5HA30789	93.266	-	673,717
Total CFDA #93.266 - Health Systems Strengthening and HIV/AIDS Prevention, Care and Treatment under the President's Emergency Plan for AIDS Relief				673,717
Pass-through Grants:				
Passed through Narragansett Prevention Partnership:				
37148 - NPP Evaluation	Agreement @ 1-01-16	93.276	-	11,919
Passed through City of Franklin, NH:				
37290 - FMDTF DFC Eval	APW/COP/1.5.17	93.276	-	2,500
37419 - FMDTF Eval 17-18	Agreement @ 1/31/18	93.276	-	5,399
37429 - NH Consulting	Agreement @ 8.21.18	93.276	-	1,089
Passed through Mary Hitchcock Memorial Hospital:				
37324 - Upper Valley DFC Eval	Agreement @ 3-29-17	93.276	-	9,460
Total CFDA #93.276 - Drug-free Communities Support Program Grants				30,367
Pass-through Grants:				
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.283	-	4,821
37229 - VTOHC Support	32307	93.283	-	12,236
Total - CFDA #93.283 - Centers for Disease Control and Prevention - Investigations and Technical Assistance				17,057
Direct Grant:				
36891 - PPHF 2013 - OSTLTS Partnerships	1U38OT000188	93.292	-	77,068
Total - CFDA #93.292 - National Public Health Improvement Initiative				77,068

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

See notes to Schedule of Expenditures of Federal Awards.

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U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Pass-through Grants:				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement @ 6.21.17	93.870	-	224,636
37452 - PHPS19	Agreement @ 6.21.17	93.870	-	65,883
Total - CFDA #93.870 - Maternal, Infant and Early Childhood Home Visiting Grant Program				290,519
Pass-through Grants:				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement @ 6.21.17	93.889	-	58,771
37452 - PHPS19	Agreement @ 6.21.17	93.889	-	4,589
Total - CFDA #93.889 - National Bioterrorism Hospital Preparedness Program				63,360
Pass-through Grants:				
Passed through Vermont Department of Health:				
37212 - VT HPDP Evaluation	Contract #31786	93.898	-	32,154
Passed through New Hampshire Department of Health and Human Services:				
37440 - NH CCC Stat Ping	Agreement @ 4.20.18	93.898	-	577
Passed through Massachusetts Dept. of Public Health:				
37460 - DPH Pall Care	CAPACITYLYBLD500824M04	93.898	-	4,831
Total - CFDA #93.898 - Cancer Prevention and Control Programs for State, Territorial and Tribal Organization				37,562
Pass-through Grant:				
Passed through State of New Hampshire:				
37068 - Technical Assistance Network for Rural Health Clinics	N/A	93.913	-	24,106
Total - CFDA #93.913 - Grants to States for Operation of Offices of Rural Health				24,106

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U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED				
Direct Grants:				
37191 - HIV Integrated Planning	U69HA30144	93.914	-	546,598
37194 - RWHAP ACE Health Training	U69HA30143	93.914	-	385,489
37327 - CHATT Planning TA	U69HA30795	93.914	144,592	524,848
Pass-through Grants:				
Passed through Boston Public Health Commission:				
37170 - Quality Assurance	Agreement @ 3-01-16	93.914	399	112,762
Passed through Fenway Community Health:				
37444 - Fenway E2I Toolkits	Agreement @ 6.14.18	93.914	-	26,945
Total - CFDA #93.914 - HIV Emergency Relief Project Grants			144,991	1,596,642
Direct Grant:				
36967 - Healthy Start Performance Project	UF5MC26845	93.926	140,435	2,315,907
Total - CFDA #93.926 - Healthy Start Initiative			140,435	2,315,907
Direct Grant:				
36945 - CDC CBA FY15 - FY19	U65PS004406	93.939	-	930,854
Total - CFDA #93.939 - HIV Prevention Activities - NGO Based			-	930,854
Pass-through Grant:				
Passed through State of Massachusetts:				
37153 - CoRECT Study	PRF61	93.943	-	53,585
Total - CFDA #93.943 - Epidemiologic Research Studies of Acquired Immunodeficiency System (AIDS) and Human Immunodeficiency Virus (HIV) Infection in Selected Groups			-	53,585
Pass-through Grant:				
Passed through South County Hospital Healthcare System:				
37091 - South County Health Equity Zone	Agreement @ 5-1-15	93.945	-	19,809
Total - CFDA #93.945 - Assistance Programs for Chronic Disease Prevention and Control			-	19,809

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

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U.S. DEPARTMENT OF HOMELAND SECURITY:				
Direct Grants:				
United States Coast Guard -				
37302 - Nat'l. Estimate of Life Jacket Wear Rate	3317FAN170210	97.012	\$ 3,714	\$ 57,965
37427 - Nat'l. Estimate of Life Jacket Wear Rate	3317FAN170210	97.012	-	111,826
Total CFDA #97.012 - Boating Safety Financial Assistance			<u>3,714</u>	<u>169,791</u>
TOTAL - U.S. DEPARTMENT OF HOMELAND SECURITY			<u>\$ 3,714</u>	<u>\$ 169,791</u>
 U.S. DEPARTMENT OF JUSTICE:				
Pass-through Grants:				
Passed through State of New Hampshire:				
37250 - Juvenile Diversion Evaluation		16.540	\$ -	\$ 25,121
Total - CFDA #16.540 - Juvenile Justice and Delinquency Prevention - Allocation to States			<u>-</u>	<u>25,121</u>
TOTAL U.S. DEPARTMENT OF JUSTICE			<u>\$ -</u>	<u>\$ 25,121</u>
 ENVIRONMENTAL PROTECTION AGENCY:				
Pass-through Grants:				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement @ 6.21.17	66.707	\$ 75,530	\$ 31,255
37452 - PHPS19	Agreement @ 6.21.17	66.707	-	13,598
Total - CFDA #66.707 - TSCA Title IV State Lead Grants Certification of Lead Based Paint Professionals			<u>75,530</u>	<u>44,853</u>
TOTAL ENVIRONMENTAL PROTECTION AGENCY			<u>\$ 75,530</u>	<u>\$ 44,853</u>

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

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

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

NOTE 1 – BASIS OF PRESENTATION

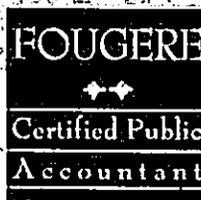
The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of JSI Research and Training Institute, Inc. under programs of the federal government for the year ended September 30, 2018. The information in this Schedule is presented in accordance with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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 – INDIRECT COST RATE

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



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

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

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

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

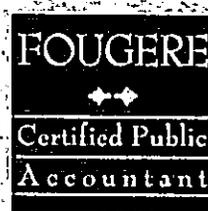
As part of obtaining reasonable assurance about whether JSI Research and Training Institute, Inc. and Affiliate's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements,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

Purpose of this Report

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



Duxbury, Massachusetts
May 1, 2019



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

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

Report on Compliance for Each Major Federal Program

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

Management's Responsibility

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

Auditor's Responsibility

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

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

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

Opinion on Each Major Federal Program

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

Report on Internal Control Over Compliance

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

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

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

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

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

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

Duxbury, Massachusetts
May 1, 2019

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

SECTION I - Summary of Auditors' Results:

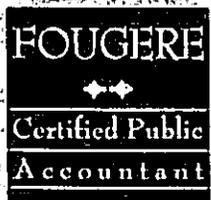
Financial Statements

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

Federal Awards

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

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STATUS OF PRIOR YEAR'S FINDINGS AND QUESTIONED COSTS

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