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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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www.dhhs.nh.gov

November 29, 2018

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to **retroactively** exercise a renewal option to an existing **sole source** agreement with Greater Nashua Mental Health Center at Community Council (Vendor #154112), 100 West Pearl Street, Nashua, NH 03060, for the provision of clinical substance use disorder services in support of the Hillsborough County South's Drug Court expansion effort by extending the contract completion date from September 30, 2018 to September 30, 2019 with no change to the price limitation, effective upon Governor and Executive Council approval.
2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to **retroactively** exercise a renewal option to an existing **sole source** agreement with JSI Research & Training Institute, Inc. dba Community Health Institute (Vendor #161611 – B001), 501 South Street, Bow, NH 03304, for the provision of data evaluation services in support of the Hillsborough County South's Drug Court expansion effort by increasing the price limitation by \$43,340 from \$851,622 in the aggregate to \$894,962 in the aggregate and extending the contract completion date from September 30, 2018 to September 30, 2019, effective upon Governor and Executive Council approval. 100% Federal funds.

The original agreements were approved by the Governor and Executive Council on November 18, 2015 (Late Item #A).

Funds to support these requests are available in the following account for State Fiscal Year 2019 and are anticipated to be available in State Fiscal Year 2020 upon the availability and continued appropriation of funds in the future operating budget, with ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

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

Greater Nashua Mental Health Center at Community Council - Vendor #154112 100 West Pearl Street, Nashua, NH 03060						
Fiscal Year	Class/ Object	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2016	102-500731	Contracts for Program Services	49155090	\$184,277.50	\$0	\$184,277.50
2017	102-500731	Contracts for Program Services	49155090	\$243,870	\$0	\$243,870
2018	102-500731	Contracts for Program Services	49155090	\$243,870	\$0	\$243,870
2019	102-500731	Contracts for Program Services	49155090	\$59,592.50	\$0	\$59,592.50
<i>Subtotal</i>				\$731,610	\$0	\$731,610

JSI Research & Training Institute, Inc. dba Community Health Institute - Vendor #161611 – B001 501 South Street, Bow, NH 03304						
Fiscal Year	Class/ Object	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2016	102-500731	Contracts for Program Services	49155090	\$31,383	\$0	\$31,383
2017	102-500731	Contracts for Program Services	49155090	\$40,004	\$0	\$40,004
2018	102-500731	Contracts for Program Services	49155090	\$40,004	\$0	\$40,004
2019	102-500731	Contracts for Program Services	49155090	\$8,621	\$0	\$8,621
2019	102-500731	Contracts for Program Services	92055090	\$0	\$32,505	\$32,505
2020	102-500731	Contracts for Program Services	92055090	\$0	\$10,835	\$10,835
<i>Subtotal</i>				\$120,012	\$43,340	\$163,352
Grand Total				\$851,622	\$43,340	\$894,962

EXPLANATION

These requests are **retroactive** because the Department did not receive approval of the extension request until September 20, 2018, which did not allow enough time to request approval from the Governor and Executive Council before the original contract completion date of September 30, 2018. Retroactive approval is being requested in order to continue the delivery of SUD treatment services without interruption to the individuals currently in this drug court program.

These requests are **sole source** because the Contractors are currently providing services as required by the SAMHSA grant.

The Department received a Drug Court grant from the Substance Abuse and Mental Health Services Agency (# 6H79TI026092-03M001) on behalf of the Hillsborough County South Drug Court (HCSDC) in late 2015. At the request of HCSDC, the Department assisted in obtaining a no-cost extension from SAMHSA to continue this project, based on successful results to date and ongoing need. As of 9/30/18, HCSDC had served 132 individuals since the inception of the grant.

There are two contracts under this grant. The Greater Nashua Mental Health Center provides Substance Use Disorder treatment services to individuals under the Court's jurisdiction. These services include individual and group therapy along with the use of a specially designed evidence-based curriculum. This model of treatment has been proven to improve recovery, reduce recidivism with respect to criminal activity, and reduce the need for incarceration for individuals experiencing addiction. The Community Health Institute provides data collection, reporting, performance monitoring and evaluation services to assess and ensure the continued effectiveness of the model and the success of program participants.

These requests, if approved, will allow the contractors to continue to deliver effective and successful services until September 30, 2019, providing substance use disorder services for up to twenty (20) additional participants.

Both agreements contain renewal language that grants the Department the right to renew the agreements for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance by the Contractor, and approval from the Governor and Executive Council. This request, if approved, will exercise one (1) of the three additional years for each contract.

Notwithstanding any other provision of the contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after

June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

Should the Governor and Executive Council not approve this request, the Department may not be able to continue to provide this support for the Hillsborough County South Drug Court, and additional individuals may not receive these highly effective services – leaving them to continue to struggle with addiction, and increasing the likelihood of involvement with New Hampshire's criminal justice system.

Area Served: Southern Hillsborough County

Source of Funds: 100% Federal Funds from the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, SAMHSA Treatment Drug Courts, Catalog of Federal and Domestic Assistance Number, 93.243, Federal Award Identification Number (FAIN) # T1026092. (H79T1026092).

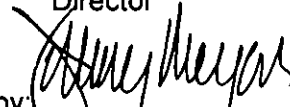
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Clinical Services-Hillsborough County Drug Court Expansion Contract**

This 1st Amendment to the Clinical Services-Hillsborough County Drug Court Expansion contract (hereinafter referred to as "Amendment #1") dated this 15th day of November 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2015 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the term of the agreement for one (1) year with no change to the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2019.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White., Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Add Exhibit B-1 Amendment #1, SFY 2019 Budget.
5. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services
Clinical Services-Hillsborough County Drug Court Expansion**

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

State of New Hampshire
Department of Health and Human Services

12/1/18
Date

[Signature]
Name: Kyla S Fox
Title: Director

Greater Nashua Mental Health Center at
Community Council

11/28/18
Date

[Signature]
Name: Craig D. Amorn.
Title: Pres. & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on Nov 28, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above

[Signature]
Signature of Notary Public or Justice of the Peace

Bettejean Neveux, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 21, 2022



CA
11/28/18



**New Hampshire Department of Health and Human Services
Clinical Services-Hillsborough County Drug Court Expansion**

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

OFFICE OF THE ATTORNEY GENERAL

12/1/2018
Date

Nancy J. Smith
Name: *Nancy J. Smith*
Title: *Senior Asst. Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

CA
11/28/18

Exhibit B-1 Amendment #1
SFY 2019 Budget

Category	Carry-over Budget	(Current year's estimated) NCE Budget	Total Costs
Personnel	\$20,000	\$0	\$20,000
Fringe	\$7,220	\$0	\$7,220
Travel	\$10,460	\$0	\$10,460
Equipment	\$0	\$0	\$0
Supplies	\$600	\$0	\$600
Other	\$2,250	\$0	\$2,250
Indirect Costs (28%)	\$11,348.40	\$0	\$11,348.00
TOTAL:	\$51,878.40	\$0	\$51,878



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



Exhibit K

DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

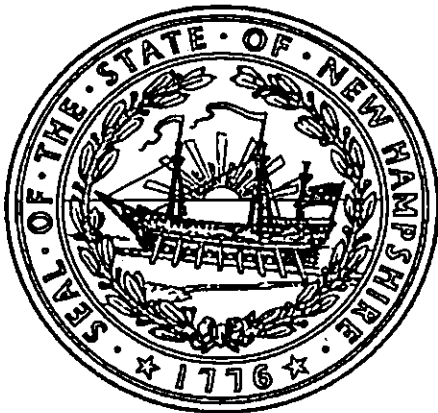
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. 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: 63050

Certificate Number: 0004194379



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of October A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Tanya L. Spomy, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 11-28-18:
(Date)

RESOLVED: That the ~~Board Chair~~ President & CEO
(Title of Contract Signatory)

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28 day of November, 20 18
(Date Contract Signed)

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

of the Agency.

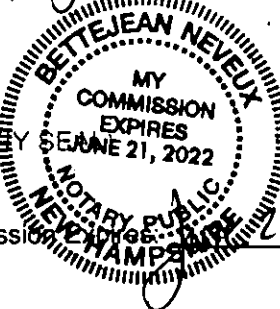
[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The foregoing instrument was acknowledged before me this 28 day of November, 20 18.

By Tanya L. Spomy
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public Justice of the Peace)

(NOTARY PUBLIC)

Commission Expires 6/21/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2018

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beauregard PHONE (A/C, No. Ext): 603-689-7229 E-MAIL ADDRESS: cbeauregard@eatonberube.com	FAX (A/C, No.): 603-886-4230
	INSURER(S) AFFORDING COVERAGE	
INSURED COMCO3 Community Council of Nashua NH Inc. dba Greater Nashua Mental Health Center at Community Council 100 West Pearl Street Nashua NH 03060	INSURER A: Scottsdale Insurance Co	
	INSURER B: Selective Insurance Group	
	INSURER C: Eastern Alliance Insurance Group	
	INSURER D:	
	INSURER E:	

COVERAGES	CERTIFICATE NUMBER: 1660414367	REVISION NUMBER:
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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	ADOL	SUBR	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:	Y	Y	OPS0068508	11/12/2018	11/12/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2291649	11/12/2018	11/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMS0028118	11/12/2018	11/12/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	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	N/A	010000113959	1/15/2018	1/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS0068508	11/12/2018	11/12/2019	\$5,000,000 \$5,000,000 Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Information: No Excluded officers; coverage for NH.

CERTIFICATE HOLDER

CANCELLATION

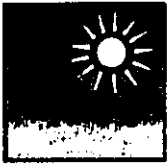
NH Dept of Health & Human Services
 Contracts & Procurement
 129 Pleasant Street
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Eric Berube

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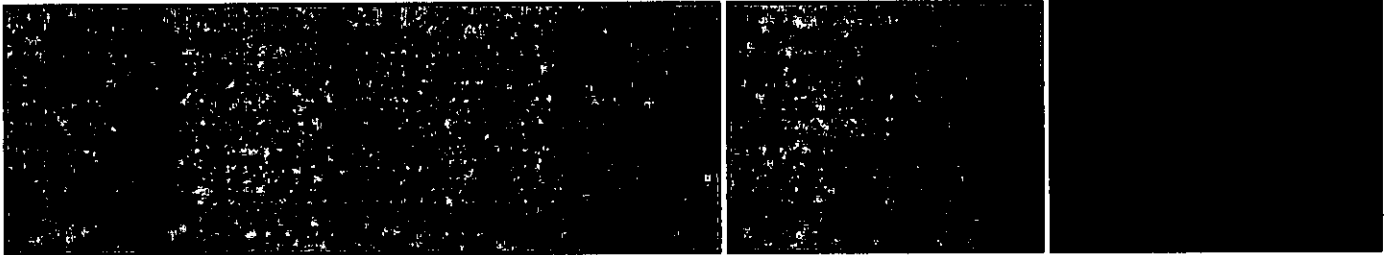


Greater Nashua Mental Health Center *at Community Council*

Mission Statement of Community Council of Nashua NH, dba Greater Nashua Mental Health Center at Community Council:

***Empowering people to lead full and satisfying lives through
effective treatment and support***





FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center (the Organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities and changes in net assets, functional revenue and expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization, as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Report on Summarized Comparative Information and Audit of the Financial Statements as of and for the Year Ended June 30, 2016

The financial statements of the Organization as of and for the year ended June 30, 2016 were audited by other auditors whose report dated January 13, 2017, expressed an unmodified opinion on those statements. The summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent in all material respects with the audited financial statements from which it has been derived.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 25, 2017

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Statement of Financial Position

**June 30, 2017
(With Comparative Totals for June 30, 2016)**

	<u>2017</u>	<u>2016</u>
ASSETS		
Cash and cash equivalents	\$ 744,554	\$ 616,569
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$1,220,072 in 2017 and \$2,470,551 in 2016	1,325,615	1,227,692
Investments	1,732,916	1,668,831
Prepaid expenses	191,365	165,761
Property and equipment, net	<u>2,830,369</u>	<u>2,945,707</u>
Total assets	<u>\$ 6,824,819</u>	<u>\$ 6,624,560</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Line of credit	\$ 248,224	\$ 1,000,000
Accounts payable and accrued expenses	104,015	94,303
Accrued payroll and related activities	361,457	313,330
Accrued vacation	315,145	323,840
Deferred revenue	-	206,580
Notes payable	1,641,114	1,728,828
Capital lease obligation	<u>37,304</u>	<u>72,386</u>
Total liabilities	<u>2,707,259</u>	<u>3,739,267</u>
Net assets		
Unrestricted	3,867,763	2,714,890
Temporarily restricted	129,553	71,810
Permanently restricted	<u>120,244</u>	<u>98,593</u>
Total net assets	<u>4,117,560</u>	<u>2,885,293</u>
Total liabilities and net assets	<u>\$ 6,824,819</u>	<u>\$ 6,624,560</u>

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Statement of Activities and Changes in Net Assets

**Year Ended June 30, 2017
(With Comparative Totals for Year Ended June 30, 2016)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017</u>	<u>2016</u>
Revenues and support					
Program service fees, net	\$ 10,917,069	\$ -	\$ -	\$ 10,917,069	\$ 10,124,641
New Hampshire Bureau of Behavioral Health	1,273,645	-	-	1,273,645	1,038,848
Federal grants	628,694	-	-	628,694	464,276
Rental income	18,347	-	-	18,347	40,494
Contribution and support	97,510	-	-	97,510	84,880
Other	<u>12,922</u>	<u>-</u>	<u>-</u>	<u>12,922</u>	<u>35,226</u>
Total revenues and support	<u>12,948,187</u>	<u>-</u>	<u>-</u>	<u>12,948,187</u>	<u>11,788,365</u>
Expenses					
Program services					
Children's services	1,598,231	-	-	1,598,231	2,005,667
Elderly services	582,887	-	-	582,887	535,282
Intake/placement services	161,959	-	-	161,959	90,594
Crisis response	183,574	-	-	183,574	204,951
Vocational services	3,151	-	-	3,151	221,745
Nonspecialized outpatient	597,290	-	-	597,290	1,062,164
Multi-service team	4,394,118	-	-	4,394,118	3,960,815
Assertive community treatment	1,262,217	-	-	1,262,217	973,342
Independent housing	215,020	-	-	215,020	871,049
Substance abuse	-	-	-	-	458,675
Other	<u>719,080</u>	<u>-</u>	<u>-</u>	<u>719,080</u>	<u>474,376</u>
Total program services	9,717,527	-	-	9,717,527	10,858,660
General and administrative	<u>2,104,472</u>	<u>-</u>	<u>-</u>	<u>2,104,472</u>	<u>1,388,975</u>
Total expenses	11,821,999	-	-	11,821,999	12,247,635
Income (loss) from operations	<u>1,126,188</u>	<u>-</u>	<u>-</u>	<u>1,126,188</u>	<u>(459,270)</u>
Other income					
Investment income, net	23,549	3,285	473	27,307	36,680
Realized and unrealized gains on investments	<u>67,933</u>	<u>9,476</u>	<u>1,363</u>	<u>78,772</u>	<u>21,008</u>
Total other income	<u>91,482</u>	<u>12,761</u>	<u>1,836</u>	<u>106,079</u>	<u>57,688</u>
Excess (deficiency) of revenues, and support and other income over expenses	1,217,670	12,761	1,836	1,232,267	(401,582)
Reclassification of net assets	<u>(64,797)</u>	<u>44,982</u>	<u>19,815</u>	<u>-</u>	<u>-</u>
Total change in net assets	1,152,873	57,743	21,651	1,232,267	(401,582)
Net assets, beginning of year	<u>2,714,890</u>	<u>71,810</u>	<u>98,593</u>	<u>2,885,293</u>	<u>3,286,875</u>
Net assets, end of year	<u>\$ 3,867,763</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$ 4,117,560</u>	<u>\$ 2,885,293</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Statement of Functional Revenues and Expenses

Year Ended June 30, 2017

	Children and Adolescents	Elderly Services	Intake	Emergency Services Assessment	Vocational Services	Non- Specialized Outpatient	Multiservice Team	Assertive Community Treatment	Independent Housing	Other	Total Programs	Total Administration	Total Agency
Program service fees, net	\$ 2,503,059	\$ 838,124	\$ 55,502	\$ 155,912	\$ -	\$ 663,518	\$ 5,221,395	\$ 1,268,575	\$ (5,744)	\$ 226,728	\$ 10,917,069	\$ -	\$ 10,917,069
New Hampshire Bureau of Behavioral Health	6,739	-	-	61,907	-	-	367,712	643,910	182,920	11,457	1,273,645	-	1,273,645
Federal grant	-	-	-	-	-	-	40,297	-	31,658	546,701	618,656	10,038	628,694
Rental income	-	-	-	-	-	-	-	-	18,347	-	18,347	-	18,347
Contribution and support	1,500	-	-	-	-	-	422	-	-	1,190	3,112	94,398	97,510
Other	-	-	-	-	2,210	-	1	-	-	7,595	9,806	109,195	119,001
	<u>2,510,298</u>	<u>838,124</u>	<u>55,502</u>	<u>217,819</u>	<u>2,210</u>	<u>663,518</u>	<u>5,629,827</u>	<u>1,912,485</u>	<u>227,181</u>	<u>793,671</u>	<u>12,840,635</u>	<u>213,631</u>	<u>13,054,266</u>
General and administrative allocation	<u>42,322</u>	<u>1,499</u>	<u>993</u>	<u>3,897</u>	<u>40</u>	<u>11,691</u>	<u>100,714</u>	<u>34,213</u>	<u>4,064</u>	<u>14,198</u>	<u>213,631</u>	<u>(213,631)</u>	<u>-</u>
Total revenue and support and other income	<u>\$ 2,552,620</u>	<u>\$ 839,623</u>	<u>\$ 56,495</u>	<u>\$ 221,716</u>	<u>\$ 2,250</u>	<u>\$ 665,209</u>	<u>\$ 6,730,541</u>	<u>\$ 1,946,698</u>	<u>\$ 231,245</u>	<u>\$ 807,869</u>	<u>\$ 13,054,266</u>	<u>\$ -</u>	<u>\$ 13,054,266</u>

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2017

	Children and Adolescents	Elderly Services	Intake	Emergency Services Assessment	Vocational Services	Non- Specialized Outpatient	Multiservice Team	Assertive Community Treatment	Independent Housing	Other	Total Programs	Total Administration	Total Agency
Total revenue and support and other income	\$ 2,552,620	\$ 839,623	\$ 56,495	\$ 221,716	\$ 2,250	\$ 665,209	\$ 5,730,641	\$ 1,946,698	\$ 231,245	\$ 807,869	\$ 13,054,266	\$ -	\$ 13,054,266
Expenses													
Salaries and wages	1,135,668	394,733	124,553	151,597	2,817	336,729	2,849,142	825,038	66,699	522,877	6,399,763	1,144,197	7,543,950
Employee benefits	130,945	42,458	13,948	1,214	-	7,808	359,473	147,480	17,681	45,931	766,938	222,609	989,447
Payroll taxes	83,072	28,908	9,470	11,450	217	25,432	206,464	60,183	3,904	39,127	468,227	81,412	549,639
Substitute staff	4,258	1,038	294	412	-	772	11,128	1,343	-	808	20,053	22,917	42,970
Accounting	8	1	-	-	-	1	13	1	-	1	26	54,495	54,620
Audit fees	4,729	1,104	375	239	-	810	12,162	1,133	-	915	21,467	8,920	30,387
Legal fees	1,429	354	92	164	-	265	5,833	1,962	-	269	10,368	10,386	20,754
Other professional fees	41,974	59,295	2,626	3,205	-	162,409	383,348	42,600	-	48,071	743,528	25,814	769,342
Journals and publications	55	13	4	4	-	10	142	15	-	10	253	69	322
Conferences	776	590	7	5	-	191	770	1,587	-	2,759	6,685	2,118	8,803
Rent	(289)	(73)	(23)	(22)	-	(54)	(797)	(104)	-	2,941	1,679	-	1,679
Heating costs	3,135	787	208	358	-	588	8,364	1,135	-	600	15,175	6,549	21,724
Other utilities	16,387	3,901	1,159	1,373	-	2,893	42,114	5,583	84	3,087	75,581	20,798	96,379
Maintenance and repairs	17,707	4,477	1,298	1,679	-	3,327	48,184	46,982	-	3,516	127,170	28,358	155,538
Other occupancy costs	4,323	1,050	302	403	-	781	11,347	1,339	-	822	20,367	11,729	32,096
Office	10,283	2,551	600	1,108	117	2,298	32,394	11,372	-	9,912	70,735	24,160	94,895
Building and household	4,879	1,234	357	464	-	917	13,280	1,770	-	4,275	27,176	6,636	33,812
Food	659	164	55	107	-	121	2,018	716	-	315	4,155	4,790	8,945
Advertising	157	21	29	(64)	-	511	364	(81)	-	37	974	1,246	2,220
Printing	644	156	33	34	-	429	3,929	418	-	555	6,208	2,026	8,234
Communication	22,997	8,162	1,382	3,310	-	3,905	74,482	23,120	723	6,609	144,690	29,353	174,043
Postage	1,689	431	137	122	-	318	4,702	614	-	349	8,362	2,263	10,625
Staff	18,978	14,384	174	467	-	971	111,048	22,014	192	8,770	176,998	9,264	186,262
Client services	6,832	32	-	-	-	-	1,171	42,140	135,837	2,781	188,793	100	188,893
Malpractice insurance	27,241	6,909	2,065	2,391	-	5,122	74,655	9,885	-	5,480	133,758	36,589	170,347
Vehicle insurance	652	165	49	59	-	123	1,785	237	-	131	3,201	882	4,083
Property and liability insurance	9,818	2,489	739	877	-	1,846	26,866	3,562	-	1,969	48,166	13,251	61,417
Interest	-	-	-	-	-	847	-	-	-	-	847	108,027	108,874
Depreciation	20,306	-	-	-	-	31,734	33,701	-	-	-	85,741	160,162	245,893
Equipment rental	6,210	1,321	393	463	-	979	14,263	1,890	-	1,046	25,565	7,909	33,474
Equipment maintenance	618	155	40	72	-	116	1,641	223	-	117	2,982	10,487	13,469
Membership dues	6,617	1,781	364	552	-	1,976	14,904	2,047	-	1,683	29,924	13,228	43,152
Other	17,474	4,196	1,229	1,531	-	3,115	45,218	6,013	-	3,307	82,083	33,828	115,911
Total program expenses	1,598,231	582,887	161,959	183,574	3,151	597,290	4,394,118	1,262,217	215,020	719,080	9,717,527	2,104,472	11,821,999
General and administrative	405,555	113,432	30,354	48,717	1	99,062	1,084,170	192,672	8,422	122,077	2,104,472	(2,104,472)	-
Total expenses	2,003,786	696,319	192,313	232,291	3,152	696,352	5,478,288	1,454,889	223,442	841,157	11,821,999	-	11,821,999
Change in net assets	\$ 548,824	\$ 143,304	\$ (135,818)	\$ (10,575)	\$ (902)	\$ (31,143)	\$ 262,253	\$ 491,809	\$ 7,803	\$ (33,288)	\$ 1,232,267	\$ -	\$ 1,232,267

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Statement of Cash Flows

**Year Ended June 30, 2017
(With Comparative Totals for Year Ended June 30, 2016)**

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 1,232,267	\$ (401,582)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation and amortization	246,740	232,086
Net realized and unrealized gains on investments	(78,772)	(21,008)
Provision for bad debt	1,106,441	601,695
Changes in operating assets and liabilities		
Accounts receivable	(1,204,364)	(965,307)
Prepaid expenses	(25,604)	(121,418)
Accounts payable and accrued expenses	9,712	159,479
Accrued payroll and related expenses and vacation	39,432	102,407
Deferred revenue	<u>(206,580)</u>	<u>206,580</u>
Net cash provided (used) by operating activities	<u>1,119,272</u>	<u>(207,068)</u>
Cash flows from investing activities		
Purchases of investments	(536,716)	(792,603)
Proceeds from the sale of investments	551,403	979,391
Purchase of property and equipment	<u>(130,555)</u>	<u>(99,066)</u>
Net cash (used) provided by investing activities	<u>(115,868)</u>	<u>87,722</u>
Cash flows from financing activities		
Net (repayment) borrowings on the line of credit	(751,776)	300,000
Principal payments on notes payable	(88,561)	(89,439)
Proceeds from long-term borrowings	-	41,467
Payments on capital lease obligations	<u>(35,082)</u>	<u>(29,325)</u>
Net cash (used) provided by financing activities	<u>(875,419)</u>	<u>222,703</u>
Net increase in cash and cash equivalents	127,985	103,357
Cash and cash equivalents, beginning of year	<u>616,569</u>	<u>513,212</u>
Cash and cash equivalents, end of year	<u>\$ 744,554</u>	<u>\$ 616,569</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

**June 30, 2017
(With Comparative Totals for June 30, 2016)**

Organization

The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health Center (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with their Community Support Services, Child and Adolescent Programs, Clinical Research and Integrated HealthCare Programs, Adult Outpatient Services, and specialty services such as Housing, Deaf Services, Substance Abuse Program, Vocational Services and Individual and Group Therapy.

1. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

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Notes to Financial Statements

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The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2016 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources.

Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in permanently restricted net assets if the terms of the gift require that they be maintained with the corpus of a permanent endowment fund;

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- Increases (decreases) in temporarily restricted net assets if the terms of the gift or state law impose restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in unrestricted net assets in all other cases.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture & Equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

Functional Allocation of Expenses

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

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2017 and 2016. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Reclassifications

Certain amounts in the 2016 financial statements have been reclassified to conform to the current year's presentation.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 25, 2017, which is the date that the financial statements were available to be issued.

**THE COMMUNITY COUNCIL OF NASHUA, NH
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2. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. Net revenues from managed care represented approximately 74% and 65% of the Organization's net program service fees for 2017 and 2016, respectively. Net revenues from the Medicaid program accounted for approximately 17% and 20% of the Organization's net program service fees for 2017 and 2016, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2017 and 2016 from those major sources is as follows:

	<u>2017</u>	<u>2016</u>
Private pay	\$ 1,070,603	\$ 874,132
Commercial insurance	322,958	290,898
Medicaid	2,546,817	2,781,132
Medicare	1,301,991	1,408,343
Other payers	438,909	393,704
Managed Care	<u>12,886,961</u>	<u>9,705,698</u>
	<u>18,568,239</u>	<u>15,453,907</u>
Less: Contractual allowances	(3,092,460)	(3,437,775)
Capitation adjustments	(3,452,269)	(1,289,796)
Provision for bad debt	<u>(1,106,441)</u>	<u>(601,695)</u>
	<u>(7,651,170)</u>	<u>(5,329,266)</u>
Program service fees, net	<u>\$ 10,917,069</u>	<u>\$ 10,124,641</u>

The increase in bad debt expense in 2017 as compared to 2016 is primarily due to collection trends.

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The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	<u>2017</u>	<u>2016</u>
Private pay	61 %	77 %
Blue Cross/Blue Shield	1	1
Medicaid	23	7
Medicare	5	4
Other	3	1
Managed care	<u>7</u>	<u>10</u>
	<u>100 %</u>	<u>100 %</u>

3. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2017</u>	<u>2016</u>
Common stocks	\$ 558,516	\$ 488,444
Mutual funds	718,546	704,816
U.S. Treasury bonds	343,841	294,900
Corporate bonds	24,062	58,122
Mortgage backed securities	<u>87,951</u>	<u>122,549</u>
	<u>\$ 1,732,916</u>	<u>\$ 1,668,831</u>

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

4. Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

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The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	<u>2017</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stock	\$ 558,516	\$ -	\$ 558,516
Mutual funds	718,546	-	718,546
U.S. Treasury bonds	343,841	-	343,841
Corporate bonds	-	24,062	24,062
Mortgage-backed securities	<u>87,951</u>	<u>-</u>	<u>87,951</u>
	<u>\$ 1,708,854</u>	<u>\$ 24,062</u>	<u>\$ 1,732,916</u>
	<u>2016</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stock	\$ 488,444	\$ -	\$ 488,444
Mutual funds	704,816	-	704,816
U.S. Treasury bonds	294,900	-	294,900
Corporate bonds	-	58,122	58,122
Mortgage-backed securities	<u>122,549</u>	<u>-</u>	<u>122,549</u>
	<u>\$ 1,610,709</u>	<u>\$ 58,122</u>	<u>\$ 1,668,831</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

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5. Property And Equipment

Property and equipment consists of the following:

	<u>2017</u>	<u>2016</u>
Land, buildings and improvements	\$ 4,983,891	\$ 4,904,730
Furniture and equipment	263,330	232,803
Computer equipment	230,567	209,699
Software	660,917	660,917
Vehicles	<u>32,766</u>	<u>32,766</u>
	6,171,471	6,040,915
Less accumulated depreciation	<u>(3,341,102)</u>	<u>(3,095,208)</u>
Property and equipment, net	<u>\$ 2,830,369</u>	<u>\$ 2,945,707</u>

6. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act), which became effective July 1, 2008, as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' real value, that excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board of Trustees for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

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In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the organization; and
- (7) The investment policies of the organization.

Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Spending Policy

Currently, the Organization does not have a written spending policy approved by its Board of Directors. Historically, the Organization has appropriated for distribution the accumulated interest and dividend income on the investment funds. The Organization considers the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

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Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2017, were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 129,553	\$ 120,244	\$ 249,797
Board-designated endowment funds	<u>1,526,011</u>	-	-	<u>1,526,011</u>
	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$ 1,775,808</u>

The changes in endowment net assets for the year ended June 30, 2017, were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2016	1,539,326	71,810	98,593	1,709,729
Investment return				
Investment income	37,416	5,219	751	43,386
Net appreciation	67,933	9,476	1,363	78,772
Investment fees	<u>(13,867)</u>	<u>(1,934)</u>	<u>(278)</u>	<u>(16,079)</u>
Total investment return	91,482	12,761	1,836	106,079
Appropriation of endowment assets for expenditure	(40,000)	-	-	(40,000)
Reclassifications of net assets	<u>(64,797)</u>	<u>44,982</u>	<u>19,815</u>	-
Endowment net assets, June 30, 2017	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$ 1,775,808</u>

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The endowment net asset composition by type of fund as of June 30, 2016, were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 71,810	\$ 98,593	\$ 170,403
Board-designated endowment funds	<u>1,539,326</u>	<u>-</u>	<u>-</u>	<u>1,539,326</u>
	<u>\$ 1,539,326</u>	<u>\$ 71,810</u>	<u>\$ 98,593</u>	<u>\$ 1,709,729</u>

The changes in endowment net assets for the year ended June 30, 2016, were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2015	1,729,847	63,610	98,593	1,892,050
Contributions	-	5,121	-	5,121
Investment return				
Investment income	45,244	2,803	-	48,047
Net appreciation	19,904	1,104	-	21,008
Investment fees	<u>(14,940)</u>	<u>(828)</u>	<u>-</u>	<u>(15,768)</u>
Total investment return	50,208	3,079	-	53,287
Appropriation of endowment assets for expenditure	<u>(240,729)</u>	<u>-</u>	<u>-</u>	<u>(240,729)</u>
Endowment net assets, June 30, 2016	<u>1,539,326</u>	<u>71,810</u>	<u>98,593</u>	<u>1,709,729</u>

In 2017, the Organization reviewed historical data relating to permanently restricted net assets and due to changes in interpretation of original gift records, reclassified net appreciation from unrestricted net assets to temporarily restricted net assets and permanently restricted net assets.

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7. Debt Obligations

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (5.25% at June 30, 2017). Interest is payable monthly. The line of credit had an outstanding balance of \$248,224 and \$1,000,000 at June 30, 2017 and 2016, respectively. The line of credit agreement has a maturity date of January 31, 2018.

Notes Payable

The Organization had the following notes payable:

	<u>2017</u>	<u>2016</u>
4.25% note payable to TD Bank in monthly principal and interest payments of \$8,133 through January 2019, at which time a balloon payment for the remaining principal is due; collateralized by mortgaged property.	\$ 946,599	\$ 997,953
Note payable to TD Bank in monthly principal and interest payments of \$6,016 through July 2020, at which time a balloon payment for the remaining principal is due. Interest rate at the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% (4.81% at June 30, 2017); collateralized by mortgaged property. The note is a participating loan with New Hampshire Higher Educational and Health Facilities Authority.	<u>697,393</u>	<u>734,600</u>
	<u>1,643,992</u>	<u>1,732,553</u>
Less: unamortized deferred issuance costs	<u>(2,878)</u>	<u>(3,725)</u>
Total notes payable	<u>\$ 1,641,114</u>	<u>\$ 1,728,828</u>

The scheduled maturities on notes payable are as follows:

2018	\$ 98,870
2019	930,243
2020	43,991
2021	570,888

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2017.

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8. Commitments and Contingencies

Contract Payables

At June 30, 2015, the Organization had accrued \$225,000 in contract payables related to a managed care contract that went into effect during fiscal year 2015. Activity under that managed care contract continued into fiscal year 2016. In 2016, the Organization settled its cumulative activity with the managed care provider and, as a result, accrued an amount due to the managed care provider of \$429,004 as of June 30, 2016. Amounts due to the managed care provider were paid in installments as outlined in the settlement agreement through December 2016 and are recorded within accounts receivable in the accompanying statement of financial position. There were no such amounts owed under the managed care contract as of June 30, 2017.

Capital and Operating Leases

The Organization rents additional housing space in Nashua, NH to be used for patient housing by the housing program. The Organization receives subsidies for reimbursement of expenses per a contract with the State of New Hampshire to offset expenses not covered by patient reimbursement for rent. These leases were fully expired as of July 1, 2016. Total rent expense under these agreements amounted to \$68,900 for the year June 30, 2016, respectively.

Rent expense \$12,079 for various equipment was incurred for both the years ended June 30, 2017 and 2016, under noncancellable operating lease agreements covering a term greater than one year.

During 2015, the Organization entered into a capital lease arrangement for computers, which calls for monthly principal and interest payments of \$1,995 through April 2018. During 2016, the Organization entered into another capital lease arrangement for computers, which calls for monthly principal and interest payments of \$1,246 through November 2018. The net carrying value of assets held under capital leases was \$35,529 and \$70,613 at June 30, 2017 and 2016, respectively.

Future minimum lease payments required under noncancellable lease agreements for the next three years ending June 30 are as follows:

	<u>Operating Leases</u>	<u>Capital Lease</u>
2018	\$ 12,079	\$ 34,898
2019	12,079	6,229
2020	<u>9,380</u>	<u>-</u>
	<u>\$ 33,538</u>	41,127
Less: amount representing interest		<u>(3,823)</u>
		<u>\$ 37,304</u>

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Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

9. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. The Organization offers a match of dollar-for-dollar up to 4% of annual salary. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In April 2014, the employer match was suspended. There was no expense associated with this plan for the years ended June 30, 2017 and 2016.



Greater Nashua Mental Health Center *at Community Council*

BOARD OF DIRECTORS 2018

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PAMELA BURNS
(Board Vice Chair)

CHRISTINE M. FURMAN

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TANYA L. SPONY, ESQUIRE
(Board Chair)

AARON TELAGE, CPA

MARIE TULE, CPA
(Board Treasurer)

DONNA UPSON

DIANE VIENNEAU



Leslie Mendenhall

Objective

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

Experience

Greater Nashua Mental Health Center

February 2015 to present

Case Manager Hillsborough County North Drug Court

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

Southern NH Services

January 2005 to March 2015

Nashua Housing Coordinator

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

Case Manager Academy Program – Nashua/Manchester

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

Pre-Placement Substance Abuse Counselor

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

IV Criteria. Diagnostic testing included SASSI, MAST and a complete bio-psych social assessment.

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

Housing Assistant Mary's House

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

State of New Hampshire

2012 to present

Adult Parole Board

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

NH State House of Representatives

1999 to 2000

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

Education

Granite State College

Bachelor of Science in Behavioral Science
Graduated Magna Cum Laude

Springfield College

Manchester NH
Master of Science in Human Services

Volunteer Services

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

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

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

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

Grant administration:

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

Liaison:

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

General administration:

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

Other:

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

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

This position is contingent on continued grant or replacement funding.

Greater Nashua Mental Health Center at Community Council
JOB DESCRIPTION

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

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

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

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

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

Greater Nashua Mental Health Center at Community Council
JOB DESCRIPTION

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

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

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

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

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Office of the Commissioner

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

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

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

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

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



-N A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
 Commissioner

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

Kathleen Dunn
 Associate
 Commissioner

Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 28, 2015

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

*Retroactive
 Sole Source.*

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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


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

Area Served: Hillsborough County – South

Source of Funds: 100% Federal Funds from the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, SAMHSA Treatment Drug Courts, Catalog of Federal and Domestic Assistance Number, 93.243, Federal Award Identification Number (FAIN) # T1026092.

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

Respectfully submitted,



Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Subject: Clinical Services - Hillsborough County Drug Court Expansion

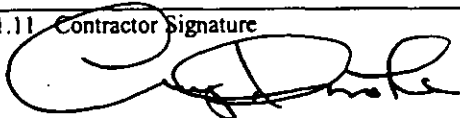
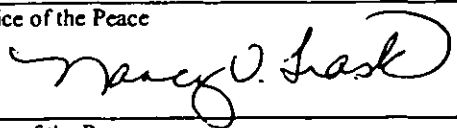
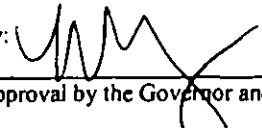
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Community Based Care Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Nashua Mental Health Center at Community Council		1.4 Contractor Address 100 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603.402.1586	1.6 Account Number 05-95-49-491510-5090	1.7 Completion Date September 30, 2019 ^{MM} 2018 ^{CA}	1.8 Price Limitation \$731,610.00
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CAROL D. AMOTH, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>Nov. 4, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		 NANCY V. TRASK, Notary Public My Commission Expires April 27, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace Nancy V. Trask HR Manager			
1.14 State Agency Signature Marilee Nihan Date: 11/9/15		1.15 Name and Title of State Agency Signatory Marilee Nihan Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. Upton - Attorney 11/16/15			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Services to be Delivered

1.1 General Services

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

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

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

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

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

1.2 Assessment and Treatment Planning Services

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

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

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



Exhibit A

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

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

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

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

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

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

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

1.3 Treatment and Recovery Services

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

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



Exhibit A

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



Exhibit A

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



Exhibit A

1.6 Data Reporting and Quality Assurance

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

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

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

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

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

1.4 Training

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

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

2. Population Served

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

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

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

3. Staffing

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

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



Exhibit A

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

4. Compliance

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



Exhibit A

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

5. Performance and Quality Improvement Measures

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



Method and Conditions Precedent to Payment

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

CFDA #: 93.243
Federal Agency: U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration
Program Title: SAMHSA Treatment Drug Courts
FAIN: T1026092

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

Donna Walker
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to the terms of the General Provisions, adjustments to amounts within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of Governor and Council. Budget adjustments will not be accepted after May 30th of each contract year.

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Contractor Name: Greater Nashua Mental Health Center

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

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

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

Indirect As A Percent of Direct

10.0%

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Greater Nashua Mental Health Center

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

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

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

Indirect As A Percent of Direct

10.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: CA

Date: 11-4-15

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Greater Nashua Mental Health Center

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

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

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

Indirect As A Percent of Direct

10.0%

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Greater Nashua Mental Health Center

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

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

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

Indirect As A Percent of Direct

10.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: CA

Page 2 of 2

Date: 11-4-15



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Agreement for up to three additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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


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

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

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

Contractor Name:

11-4-15
Date


Name: C. M. D. Amato
Title: CEO



CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name:

Name: Candice D. Smith
Title: CEO

11-4-15
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS


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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11-4-15
Date


Name: Carlos D. Amorv
Title: CEO



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

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

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

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

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

Exhibit G

Contractor Initials CA

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

Name: Carol D. Amers
Title: CEO

11-4-15
Date

Exhibit G

Contractor Initials CA

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Name: Craig D. Amaro
Title: CEO

11-4-15
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (f). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

The State

Marilee Nihan
Signature of Authorized Representative

Marilee Nihan
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

11/9/15
Date

GREATER NASSAU MENTAL HEALTH CENTRE
AT COMMUNITY COUNCIL
Name of the Contractor

[Signature]
Signature of Authorized Representative

CLAY D. AMOTH
Name of Authorized Representative

CEO
Title of Authorized Representative

11-4-15
Date



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

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

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

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

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

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

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

Contractor Name:

Name: Craig S. Amos

Title: CEO

11-4-15
Date



FORM A

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

1. The DUNS number for your entity is: 018249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



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

Amendment #1 to the Clinical Services-Hillsborough County Drug Court Expansion Contract

This 1st Amendment to the Evaluation Services-Hillsborough County Drug Court Expansion contract (hereinafter referred to as "Amendment #1") dated this 19th day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and JSI Research and Training Institute, Inc., dba Community Health Institute (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 501 South St. 2nd Floor Bow, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2015 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to increase the price limitation and extend the term of the agreement for one (1) year to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$163,352.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White., Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services
Evaluation Services-Hillsborough County Drug Court Expansion**

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

State of New Hampshire
Department of Health and Human Services

12/1/18
Date

[Signature]
Name: Kate S Fox
Title: Director

Community Health Institute

10/25/2018
Date

[Signature]
Name: Jonathan Stewart
Title: Regional Director

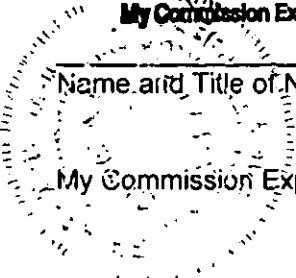
Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 10/25/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Name and Title of Notary or Justice of the Peace

My Commission Expires: 9/5/23



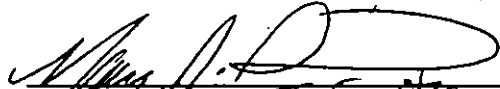


New Hampshire Department of Health and Human Services
Evaluation Services-Hillsborough County Drug Court Expansion

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

OFFICE OF THE ATTORNEY GENERAL

12/5/2018
Date


Name: Nancy J. Smith
Title: Senior A

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

A handwritten signature in black ink, appearing to be "JL", written over a horizontal line.



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

A handwritten signature in black ink, appearing to be "SL", written over a horizontal line.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

A handwritten signature in black ink, appearing to be "A. J.", written over a horizontal line.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Handwritten initials "AS" in blue ink, written over a horizontal line.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



-
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

A handwritten signature in black ink, appearing to be "JH", written over a horizontal line.

**State of New Hampshire
Department of State**

CERTIFICATE

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

Business ID: 739507

Certificate Number : 0004197337



IN TESTIMONY WHEREOF,

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

William M. Gardner
Secretary of State

State of New Hampshire

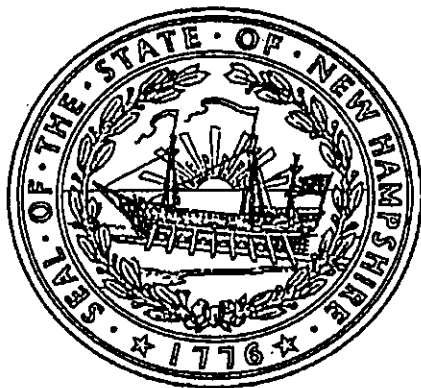
Department of State

CERTIFICATE

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

Business ID: 742096

Certificate Number : 0004197336



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

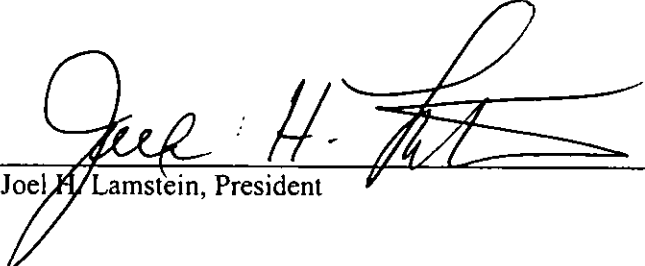
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

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

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

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of October 25, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute this 25th day of October, 2018.

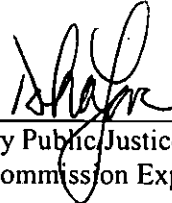


Joel H. Lamstein, President

STATE OF New Hampshire

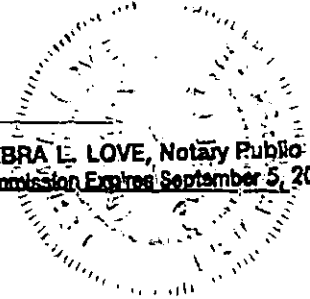
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 25th day of October, 2018 by Joel H. Lamstein.



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

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



JSI Research and Training Institute, Inc. Mission Statement

JSI Research and Training Institute was incorporated in 1987 as a 501©3 non-profit organization in the Commonwealth of Massachusetts. Our mission is to alleviate public health problems both in the United States and in developing countries around the world through applied research, technical assistance and training.

Community Health Institute Mission Statement

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

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

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

September 30, 2017

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

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



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

INDEPENDENT AUDITOR'S REPORT

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

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate (both non-profit organizations), which comprise the consolidated statement of financial position as of September 30, 2017, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of JSI Research and Training Institute, Inc. and Affiliate as of September 30, 2017, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

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

Report on Summarized Comparative Information

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

Other Reporting Required by *Government Auditing Standards*

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

A handwritten signature in black ink, reading "Thomas R. Jozga CPA". The signature is written in a cursive style with a large initial "T" and "J".

Duxbury, Massachusetts
April 23, 2018

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

NOTE 1 – ORGANIZATION AND NATURE OF ACTIVITIES

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

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

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

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

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

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

Basis of Accounting

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Use of Estimates

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

Fair Value

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

Cash and Cash Equivalents

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

Investments

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

Property and Equipment

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

Revenue Recognition

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Revenue Recognition - continued

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

Contributions

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

Donated Materials and Services

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

Income Taxes

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

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

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

Functional Allocation of Expenses

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Financial Statement Presentation

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

Prior Year Comparative Totals

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

Reclassification

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

NOTE 3 – CONCENTRATION OF CREDIT RISK

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

NOTE 4 – INVESTMENTS

Fair Value

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

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

NOTE 4 – INVESTMENTS - continued

Fair Value - continued

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

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

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

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

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

The following schedule summarizes the investment return and its classification in the Consolidated Statement of Activities for the year ended September 30, 2017:

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

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

NOTE 5 – RECEIVABLES FOR PROGRAM WORK

Receivables for program work are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectable amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for doubtful accounts at September 30, 2017 was \$0.

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

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

NOTE 6 – LOANS RECEIVABLE – RELATED PARTY

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

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

NOTE 7 – PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

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

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

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

NOTE 8 – OTHER ASSETS

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

Deposits	\$ 82,943
Artwork - donated	<u>36,945</u>
	<u>\$ 119,888</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, 2017 as follows:

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

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

NOTE 10 – ADVANCES FOR PROGRAM WORK

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

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

NOTE 11 – LOANS PAYABLE – RELATED PARTY

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

NOTE 12 – NOTES PAYABLE

Citizens Bank

World Education, Inc. (Affiliate) has a revolving line of credit established February 3, 2004 with Citizens Bank of Massachusetts with a borrowing limit of up to \$500,000. The revolving line of credit was renewed on July 11, 2017. The loan is payable on demand. Interest is charged by utilizing a fluctuating rate based on the LIBOR (Advantage) rate plus 2.50%. The line of credit remains in effect until May 31, 2018 and annually thereafter contingent upon performance. The loan is collateralized by a first priority interest in all the assets of World Education, Inc. No funds were borrowed during the year and as a result, as of September 30, 2017, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended September 30, 2017.

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

NOTE 12 – NOTES PAYABLE - continued

John Snow, Inc.

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

NOTE 13 – CONTINGENCIES

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

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

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

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

NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS

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

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

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

NOTE 15 – SURPLUS REVENUE RETENTION

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

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

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

NOTE 16 – COMMONWEALTH OF MASSACHUSETTS

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

Receivables from program work at October 1, 2016	\$ 549,882
Receipts	(5,224,368)
Disbursements/expenditures	<u>5,258,877</u>
Receivables from program work at September 30, 2017	<u>\$ 584,391</u>

NOTE 17 – RELATED PARTY TRANSACTIONS

John Snow, Inc.

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

During the year ended September 30, 2017, John Snow, Inc. billed JSI Research and Training Institute, Inc. \$24,641,616 for consulting services (technical support). This amount is reflected under the program services - consulting line item (\$16,086,359) and program services - other costs line item (\$8,555,257) on the statement of functional expenses. In addition, JSI Research and Training Institute, Inc. performed consulting services (technical support) for John Snow, Inc. totaling \$7,459,675.

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

JSI Research and Training Institute, Inc. is a co-borrower with John Snow, Inc. on a commercial demand loan-revolving line of credit with an expiration date of May 31, 2018, which allows for borrowings up to \$6,500,000. The loan is collateralized by a security agreement with a first position lien on all corporate assets of JSI Research and Training Institute, Inc. and John Snow, Inc. including assignment of promissory notes and security documents between the two companies. Interest is charged by utilizing a fluctuating rate based on LIBOR (Advantage) plus two percent (2.00%) payable monthly in arrears, which at September 30, 2017 was 3.235%. At September 30, 2017, a balance of \$0 was outstanding on the loan. Management believes the loan payable will be extended, when due, under similar terms and conditions.

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

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

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

World Education, Inc. (Affiliate) has an agreement with John Snow, Inc. whereby John Snow, Inc. will provide administrative and technical support as deemed necessary by World Education, Inc.'s Board of Trustees. Transactions with John Snow, Inc. for the year ended September 30, 2017 are summarized as follows:

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

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

World Education, Inc. provided services to John Snow, Inc. during the year ended September 30, 2017 totaling \$88,760 and was recorded as revenue in the consolidated statement of activities.

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

Partnership for Supply Chain Management, Inc.

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

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

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

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

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

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

Other

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

The Manoff Group, Inc. (a non-exempt corporation; 40% owned by John Snow, Inc.)	\$ 1,061,497
	<u>\$ 1,061,497</u>

NOTE 18 – RETIREMENT PLANS

JSI Research and Training Institute, Inc. has a defined contribution profit sharing/401(K) plan covering substantially all its employees. Employee contributions are voluntary. Employer contributions are based on a percentage (10% - 15% depending on length of service) of salary. The Plan was effective April 11, 1979. Pension expense was \$3,612,409 for the year ended September 30, 2017.

World Education, Inc. (Affiliate) provides retirement benefits to substantially all employees under a plan. World Education, Inc.'s contributions of 7 percent of employee salaries are used to purchase individual annuities. Additional voluntary contributions may be made by the employees. Participants of the plan are fully and immediately vested when contributions are made. Pension costs incurred by World Education, Inc. were \$334,310 for the year ended September 30, 2017.

NOTE 19 – COMMITMENTS

Operating Leases

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

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

NOTE 19 – COMMITMENTS – continued

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

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

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

NOTE 20 – CONCENTRATION OF FUNDING

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

The Organization received 10% or more of its revenues and support from the following sources for the year ended September 30, 2017:

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

NOTE 21 – IN KIND PROJECT CONTRIBUTIONS

The Organization receives donated materials and services consisting of commodities, facilities and equipment, and services for use in its programs from overseas collaborative private voluntary organizations and from foundations providing grants directly to a project. Donated materials and services totaled \$14,444,516 for the year ended September 30, 2017, and are reflected as In Kind Project Contributions on the Consolidated Statement of Activities and In Kind Project Expenses on the Consolidated Statement of Functional Expenses.

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

NOTE 21 – IN KIND PROJECT CONTRIBUTIONS - continued

These contributions satisfy part of the matching requirements needed to obtain full funding on certain U.S. Agency for International Development grants. During the year ended September 30, 2017, the following donated materials and services received by the Organization have been used to fulfill matching requirements on active grants:

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

NOTE 22 – SUBSEQUENT EVENTS

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

Supplementary Information

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:				
Pass-through Grant:				
Passed through NACCHO:				
36689 - NH MRC Conferences	2011-041218	93.008	\$ -	\$ 75
Total CFDA #93.008 - Medical Reserve Corps Small Grant Program			-	<u>75</u>
Direct Grant:				
37087 - Adolescent HIV/AIDS Prevention	MAIAH000001	93.057	55,510	342,523
Total CFDA #93.057 - National Resource Center for HIV Prevention Among Adolescents			<u>55,510</u>	<u>342,523</u>
Direct Grant:				
37128 - Competitive Abstinence Education	Agreement @09/30/15	93.060	-	9,391
Total CFDA #93.060 - Competitive Abstinence Education (CAE)			-	<u>9,391</u>
Direct Grant:				
36901 - CDC - Strategic Assessments for Strategic Action in India	1U2GGH001132-01	93.067	-	24,360
Total CFDA #93.067 - Global AIDS			-	<u>24,360</u>
Pass-through Grants:				
Passed through State of Vermont:				
37096 - Asthma Control Program	29370	93.070	-	4,048
37206 - VT Climate Change Eval.	31578	93.070	-	10,591
37212 - VT HPDP Evaluation	Contract #31786	93.070	-	29,867
Total CFDA #93.070 - Environmental Public Health and Emergency Response			-	<u>44,506</u>
Pass-through Grants:				
Passed through the State of New Hampshire:				
37132 - NH Ebola Readiness	Agreement @ 11/18/15	93.074	-	877
37222 - South Central CHIP	Agreement @ 04/01/16	93.074	-	1,064
Total CFDA #93.074 - Hospital Preparedness Program			-	<u>1,941</u>

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

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

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

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

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED				
Pass-through Grant:				
Passed through Arizona Family Health Partnership:				
37328 - AFHP CT Screening	17-JS11	93.977	-	826
Total - CFDA #93.977 - Sexually Transmitted Diseases (STD) Prevention and Control Grants			-	826
Pass-through Grants:				
Passed through Tri-County Health Department:				
37106 - Tri-County Health Programming	Agreement @ 9-25-15	93.994	-	40
Passed through Global Evaluation & Applied Research Solutions, Inc.:				
37236 - MCH/SMS Retreat TA	APW/GEARS/10.7.16	93.994	-	2,546
Total - CFDA #93.994 - Maternal & Child Health Services Block Grant to the States			-	2,586
TOTAL - U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			\$ -	\$ 13,688,441
 U.S. DEPARTMENT OF HOMELAND SECURITY:				
Direct Grants:				
United States Coast Guard -				
37076 - Nat'l. Life Jacket Wear Rate	3315FAN1502.05	97.012	\$ -	\$ (28,695)
37196 - Nat'l. Estimate of Life Jacket Wear Rate	3316FAN160206	97.012	8,474	104,533
37302 - Nat'l. Estimate of Life Jacket Wear Rate	3317FAN170210	97.012	8,237	161,946
Total CFDA #97.012 - Boating Safety Financial Assistance			16,711	237,784
TOTAL - U.S. DEPARTMENT OF HOMELAND SECURITY			\$ 16,711	\$ 237,784

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

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

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

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

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

NOTE 1 – BASIS OF PRESENTATION

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 – INDIRECT COST RATE

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



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

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

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

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

A handwritten signature in black ink, reading "Mamm D. Foye R CPA". The signature is written in a cursive style with a large initial "M".

Duxbury, Massachusetts
April 23, 2018



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

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

Report on Compliance for Each Major Federal Program

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

Management's Responsibility

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

Auditor's Responsibility

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

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

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

Opinion on Each Major Federal Program

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

Report on Internal Control Over Compliance

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

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

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

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

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

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

Duxbury, Massachusetts
April 23, 2018

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

SECTION I - Summary of Auditors' Results:

Financial Statements

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

Internal control over financial reporting:

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

Noncompliance material to the financial statements noted? No

Federal Awards

Internal control over major programs:

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

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

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

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

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

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

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

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99 HERITAGE LANE
DUXBURY, MA 02332-4334



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STATUS OF PRIOR YEAR'S FINDINGS AND QUESTIONED COSTS

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



JSI Research & Training Institute, Inc.
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Sloan School of Management at M.I.T.

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

RACHEL S. KOHN, MSW, MPH

JSI Research & Training Inst., Inc., 501 South Street, Bow, New Hampshire 03304, 603-573-3300

rkohn@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-base strategies to address substance abuse prevention and treatment; treatment drug courts; and prisoner reentry programs. These technical skills are complimented by extensive experience in graphic design with a focus on data presentation, visualization and health communication strategies.

Program Evaluation and Needs Assessment projects:

Current Projects:

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.

NH Center for Excellence Addressing Alcohol and other Drugs

Data and Evaluation Team Leader 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. Oversee a team of five data and evaluation specialists tasked with providing technical assistance to the DHHS Bureau of Drug and Alcohol Services; their grantees and other state and local stakeholders. Provided logistical oversight and support for the biennial implementation of the YRBS in coordination with state partners, and facilitate additional analysis that support making data-informed decisions at the community and state level.

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.

Cheshire County Adult Treatment Drug Court

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

Dover Youth to Youth – One Voice Youth Empowerment Model

Evaluator – Work with the Dover Youth to Youth, innovators of the One Voice Youth Empowerment Model, to establish evidence of program effectiveness. Evaluation enhancement efforts were funded by Center for Substance Abuse Prevention's Center for the Application of Prevention Technologies (CAPT) Service-to-Science program resulting in recognition by the NH Expert Panel as an evidence-based program.

Institute for Health and Recovery – Project RENEW

Evaluation Advisor –SAMHSA/CSAT-funded ReEntry Network for Empowering Women project (RENEW). Responsibilities include evaluation design, training of program staff in monitoring, evaluation and data reporting, and analysis and presentation of evaluation data.

Keystone Hall – Family-Based Prisoner Substance Abuse Treatment Program

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

Adolescent Substance Abuse Treatment – Seacoast Youth Services

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

NH Tobacco & Obesity Policy Project

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

Assertive Adolescent Family Treatment – Cohort 2 & 3

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

New Hampshire Strategic Prevention Framework State incentive Grant

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

CAB Health and Recovery Services, Inc.

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

Environmental Health Research Projects:

Prairie Grove Health Study

Project Director for study designed to assess current and historical health exposure and status of children diagnosed with cancer living in Prairie Grove, Arkansas. Data collected included extensive residential, occupational and health histories of the children and families involved in a legal case against local chicken feed industry. The investigation was designed to review the higher than expected rates of childhood cancers which may be linked to exposure to inorganic arsenic found in chicken litter spread on farmland surrounding the town.

NH Environmental Public Health Tracking Program

Project management for the New Hampshire DHHS Environmental Public Health Tracking program development of and implementation plan for a comprehensive tracking and surveillance system. Over seeing Advisory Council and workgroup coordination and facilitation, public health workforce assessment, environmental policy review, and one-day conference planning and facilitation.

New Hampshire Biomonitoring Planning Grant

Facilitator for the development of a plan for a human biomonitoring program for the New Hampshire Department of Health & Human Services, Office of Community and Public Health, Public Health Laboratories. Coordinated the Mercury Biomonitoring work group to develop and implement a human biomonitoring program for Mercury exposure among populations at risk in New Hampshire.

Mobile Bay Mercury Study

Project Director for study designed to determine if Mobile County residents have higher levels of mercury in their bodies and whether their exposure to mercury came from eating fish contaminated with mercury. The goals of the study are to verify previous findings of mercury contamination detected in the area and to determine if there is variation within the levels and rates of exposure to mercury across the county.

Weymouth Community Health Assessment

Project manager for Weymouth Community Needs Assessment designed to identify unmet health needs in the Town and devise a plan to decrease risk factors that are preventable for respiratory illness, mental illness, high risk behaviors, cardiovascular disease, home accidents, and potential environmental exposures from the South Weymouth Naval Air Station.

Toms River

Project Director for study designed to assess current and historical health status of children and mothers in Toms River, New Jersey by collecting extensive residential, occupational and health histories of families involved in a class action case against local industry. The investigation was designed to review the higher than expected rates of childhood cancers which were suspected of being linked to local industry and contamination of air and water sources. Findings from this study contributed to a substantial settlement awarded to the families.

Cape Cod Women's Health Study

Coordination of survey research component of environmental and behavioral implications on breast cancer and disease prevalence on Cape Cod. Established remote office location in Hyannis where the telephone interviews are conducted. Interviewer recruitment, training and management, instrument design, implementation and data management between Hyannis and Boston office.

ASSOCIATIONS | BOARDS

National Association of Drug Court Professionals; American Evaluation Association

COMPUTER SKILLS

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



DEBRA L. LOVE

JSI Research & Training Institute, Inc., d.b.a. Community Health Institute
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
*Office Manager, January 2016 to present
Project Coordinator/Manager, 2001 to 2016*

Hillsborough County Drug Court (HCDC)

Provide support in the program evaluation of the HCDC program, which is expanding 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 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

Provides project support and assists 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, partner communication channels, effective educational outreach materials to advance the understanding of the health benefits of vaccines and immunizations and increase NH immunization rates. The team will review existing state and national materials, and create new graphics and logos.

NH Tobacco Addiction Treatment Services (TATS)

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

Injury Prevention Professional Trainings

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

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

Provide logistical and administrative support to HRSA's Maternal and Child Health Bureau to assist Innovative Strategies and Promising Practices grantees to improve the system of care in medically-underserved and rural areas for children and youth with epilepsy. The purpose of the overall initiative is to explore mechanisms to spread improvement of the quality of services for children and youth with epilepsy (CYE) in the medical home and to strengthen the co-management relationship between the medical home and the specialty network. The project aims are to: 1) Create a three-session learning collaborative for grantees; 2) Analyze the results of the evaluation compiled from prior learning collaboratives and design a strategy to incorporate continuous learning improvement; and 3) Conduct a comprehensive analysis of the learning collaborative.

NH Conference on Aging

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

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

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

National Health Service Corps (NHSC)

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

New England Rural Health RoundTable (NERHRT)

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

Multistate Learning Collaborative

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

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rachel Kohn	Evaluator	102,960.00	12%	\$12,350.00
Debbie Love	Data Manager	58,500.00	18%	\$10,400.00



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

Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
 Commissioner

Kathleen Dunn
 Associate
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-6738 1-800-804-0909
 Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 28, 2015

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

*Retroactive
 Sole Source*

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

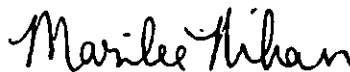
Should the Governor and Executive Council not approve this request, the Department would be not be in compliance with the Federal regulations pertaining to its grant award, and additional individuals would not receive these highly effective services – leaving them to continue their struggle with addiction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

Area Served: Hillsborough County – South

Source of Funds: 100% Federal Funds from the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, SAMHSA Treatment Drug Courts, Catalog of Federal and Domestic Assistance Number, 93.243, Federal Award Identification Number (FAIN) # T1026092.

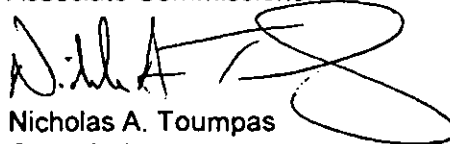
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Subject: Evaluation Services - Hillsborough County Drug Court Expansion

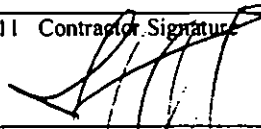
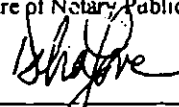

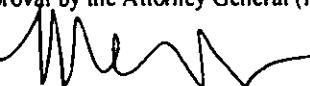
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Community Based Care Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute, Inc., dba Community Health Institute		1.4 Contractor Address 501 South Street, Second Floor Bow, NH 03301	
1.5 Contractor Phone Number 603-573-3303	1.6 Account Number 05-95-49-491510-5090	1.7 Completion Date <i>mm</i> November 30, 2018 September 30, 2018 <i>7/17</i>	1.8 Price Limitation \$120,012
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Stewart, Director	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merrimack</i> On <i>October 30, 2015</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace DEBRA L. LOVE, Notary Public My Commission Expires October 16, 2018			
1.14 State Agency Signiure  Date: <i>11/9/15</i>		1.15 Name and Title of State Agency Signatory Marilee Nihan Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: <i>11/16/15</i> Megan A. You-Atkinson			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i> By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date 10.30.15

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Services to be Delivered

1.1 General Services

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

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

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

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

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

1.2 Data Collection and Management Services

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

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



Exhibit A

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

- Client intakes;
- Treatment dosage;
- Drug test results;
- Number of group and individual sessions participated in by the client;
- Number of appearances before the judge the client makes;
- The client's peer-to-peer support group activities;
- The client's payment of program fees;
- Sobriety days;
- Percentage of compliant weeks.
- Sanctions or incentives passed down;
- In-program violations or re-arrests; and
- Client overall movement through three Drug Court phases toward graduation or discharge, and the number of weeks the client spends in each.

1.2.3 The Contractor shall collect data and monitor program performance through this database, and shall ensure access to the same is provided to the Drug Court Team Coordinator – an employee of the GNHMC. The Contractor shall ensure data collected documents client weekly activity sufficient for the Drug Court to monitor fidelity to the Drug Court Model.

1.2.4 The Contractor shall use the following data collection tools for the screening, assessment and/or outcome evaluation of Drug Court participants:

- Ohio Risk Assessment Survey (ORAS) (intake and discharge);
- Mental Health Screening Form (MHSF – III) (intake and discharge);
- Addiction Severity Index (ASI) (intake and discharge);
- GPRC Data Collection Instrument (DCI) (intake, six-month and discharge);
- Drug Court Weekly Activity Database (weekly); and
- Client Feedback Survey (annually).

1.2.5 The Contractor shall report to CSAT performance data that was collected using the DCI, and ensure that this data is accessible to program staff on an ongoing basis, in combination with the ORAS, MHSF – III and ASI data.

1.2.6 The Contractor's data manager, in combination with the Drug Court's case manager, shall use the CSAT's Common Data Platform (CDP) web system to report client-level performance data on a variety of measures, including but not limited to:

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



Exhibit A

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

Lloyd.Roberts@samhsa.hhs.gov

Helen.Zhou@samhsa.hhs.gov



2. Population Served

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

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

3. Staffing

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

4. Compliance

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

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

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



Exhibit A

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

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

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

5. Performance and Quality Improvement Measures

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

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



Exhibit A

drug use, and recidivism. The design shall support a focus on the effectiveness of the program in meeting the goals and objectives of the Drug Court.

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



Method and Conditions Precedent to Payment

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

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

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

Donna Walker
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to the terms of the General Provisions, adjustments to amounts within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of Governor and Council. Budget adjustments will not be accepted after May 30th of each contract year.

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services				
Contractor Name: <u>Community Health Institute/JSI</u>				
Budget Request for: <u>Evaluation Services - Hillsborough County Drug Court Expansion</u>				
Budget Period: <u>10/1/15 - 6/30/16</u>				
Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 16,433	\$ 1,709	\$ 18,141	
2. Employee Benefits	\$ 6,244	\$ 649	\$ 6,894	
3. Travel		\$ -	\$ -	
In-State	\$ 750	\$ 78	\$ 828	
Out-of-State Conference	\$ 5,000	\$ 520	\$ 5,520	
TOTAL	\$ 28,427	\$ 2,956	\$ 31,383	

Indirect As A Percent of Direct 10.4%

New Hampshire Department of Health and Human Services				
Bidder/Contractor Name: <u>Community Health Institute/JSI</u>				
Budget Request for: <u>Evaluation Services - Hillsborough County Drug Court Expansion</u>				
Budget Period: <u>7/1/16 - 6/30/17</u>				
Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 21,910	\$ 2,279	\$ 24,189	
2. Employee Benefits	\$ 8,326	\$ 866	\$ 9,192	
3. Travel		\$ -	\$ -	
In-State	\$ 1,000	\$ 104	\$ 1,104	
Out-of-State Conference	\$ 5,000	\$ 520	\$ 5,520	
TOTAL	\$ 36,236	\$ 3,769	\$ 40,004	

Indirect As A Percent of Direct 10.4%

New Hampshire Department of Health and Human Services				
Bidder/Contractor Name: <u>Community Health Institute/JSI</u>				
Budget Request for: <u>Evaluation Services - Hillsborough County Drug Court Expansion</u>				
Budget Period: <u>7/1/17 - 6/30/18</u>				
Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 21,910	\$ 2,279	\$ 24,189	
2. Employee Benefits	\$ 8,326	\$ 866	\$ 9,192	
3. Travel		\$ -	\$ -	
In-State	\$ 1,000	\$ 104	\$ 1,104	
Out-of-State Conference	\$ 5,000	\$ 520	\$ 5,520	
TOTAL	\$ 36,236	\$ 3,769	\$ 40,004	

Indirect As A Percent of Direct 10.4%

New Hampshire Department of Health and Human Services				
Bidder/Contractor Name: <u>Community Health Institute/JSI</u>				
Budget Request for: <u>Evaluation Services - Hillsborough County Drug Court Expansion</u>				
Budget Period: <u>7/1/18 - 9/30/18</u>				
Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 5,478	\$ 570	\$ 6,047	
2. Employee Benefits	\$ 2,081	\$ 216	\$ 2,298	
3. Travel		\$ -	\$ -	
In-State	\$ 250	\$ 26	\$ 276	
Out-of-State Conference	\$ -	\$ -	\$ -	
TOTAL	\$ 7,809	\$ 812	\$ 8,621	

Indirect As A Percent of Direct 10.4%

Contractor Initials:

Date: 10.30.15



SPECIAL PROVISIONS

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

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



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

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

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

[Handwritten Signature]
12.30.15



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

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



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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Agreement for up to three additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

[Handwritten Signature]
[Handwritten Date: 10.26.15]



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

JS
Date *6.30.15*



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

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


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

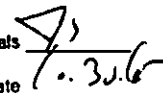
Place of Performance (street address, city, county, state, zip code) (list each location)

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

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

10.30.15
Date


Name: Joseph Stunt
Title: Director


10.30.15



CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

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

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

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

10.30.15
Date

Name: [Signature]
Title: [Signature]



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

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

10.30.15
Date

Name: *[Signature]*
Title: *Direct*



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

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

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

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

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

Exhibit G

Contractor Initials

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

5/27/14
Rev. 10/21/14

Page 1 of 2

Date

71
6.30.14

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

10.30.15
Date

Name: [Signature]
Title: Director

Exhibit G

Contractor Initials JS

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

Date 10.30.15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

10-30-15
Date

Name: [Signature]
Title: Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

SM

10.30.15



Exhibit I

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

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

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

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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

[Handwritten Signature]

Date

10.30.11



Exhibit I

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

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

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

The State

Name of the Contractor

Marilee Nihan
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Marilee Nihan
Name of Authorized Representative

Jonathan Stewart
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

Director
Title of Authorized Representative

11/9/15
Date

10.30.15
Date



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

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

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

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

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

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

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

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

10.30.15
Date

Name: [Signature]
Title: [Signature]



FORM A

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

1. The DUNS number for your entity is: 145729117
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

JS

12.3.15