



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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603-271-4612 1-800-852-3345 Ext. 4612
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February 8, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **retroactively** exercise a renewal option to an existing **sole source** agreement with JSI Research & Training Institute, Inc. (Vendor #161611-B001) 44 Farnsworth Street, Boston, MA 02210, for the provision of the operation and maintenance of the Family Planning Data System, by increasing the price limitation by \$7,500 from \$40,162 to \$47,662 and extending the contract completion date from February 28, 2017 to August 31, 2017, upon Governor and Executive Council approval. Governor and Executive Council approved the original agreement on September 3, 2014 (Item #18) and a subsequent amendment on February 10, 2016 (Item #19). 100% Federal Funding

Funds to support this request are anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

Fiscal Year	Class/ Object	Class Title	Job Number	Current Amount	Increase	Modified Budget
2015	102-500731	Contracts for Program Svc	90080004	\$15,097	\$0	\$15,097
2016	102-500731	Contracts for Program Svc	90080004	\$10,065	\$0	\$10,065
2017	102-500731	Contracts for Program Svc	90080004	\$15,000	\$0	\$15,000
2018	102-500731	Contracts for Program Svc	90080004	\$0	\$7,500	\$7,500
			Total:	\$40,162	\$7,500	\$47,662

EXPLANATION

This is a **sole source** amendment because JSI Research and Training Institute, Inc. developed a Family Planning Data System customized to meet the specific federal Title X data requirements. DoIT is aware of this amendment. There has been no change to any IT components of the base contract as a result of this amendment.

This agreement is retroactive to February 28, 2017 because the contract amendment was not able to be completed prior to the submission date for the last Governor & Executive Council meeting.

The purpose of this amendment is to renew contract services for the provision of the operation and maintenance of the Family Planning Data System which has been utilized and funded directly by the US Department of Health and Human Services, Office of Population Affairs for Region I Grantees for the past 14 years. In 2013, the Office of Population Affairs shifted the financial responsibility for the data collection directly to the grantee states, requiring all grantees to plan for this cost in their budgets. Grantees in the New England states collectively fund JSI Research & Training Institute in order to maintain the most cost effective and efficient means to continue to meet federal requirements.

JSI Research & Training Institute, Inc. provides project management, system maintenance, technical support, data analysis, system operations, customer service, and report generation. The reports generated are essential to monitoring of the Family Planning Contract utilization and used to create a federally required Title X Family Planning Annual Report. The Office of Population Affairs uses this report to inform future federal funding allocations.

The original contract contained the option to renew for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Department had already exercised one year of the two years of renewal. The Department is satisfied with the services provided by JSI Research & Training Institute, Inc.

The Department is exercising the option to renew for six (6) months in order to post a Request for Proposals for the continuation of these services.

Should the Governor and Executive Council not approve this request, the New Hampshire Family Planning Program will not be in compliance with the Department of Health and Human Services' Office of Population Affairs, Title X Family Planning Program, which may affect future federal funding.

Area Served: Statewide

Source of Funds: 100% Federal Funds US Department of Health and Human Services, Office of Population Affairs, Title X Family Planning.

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

Respectfully submitted,



Lori A. Shibinette
Deputy Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Data System**

This 2nd Amendment to the Family Planning Data System contract (hereinafter referred to as "Amendment #2") dated this, fifth day of January, 2017 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and JSI Research & Training Institute, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 44 Farnsworth Street, Boston, Massachusetts 02210.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 3, 2014 (item #18), and a subsequent amendment on February 10, 2016 (Item #19) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to extend the Contract for six months and increase the price limitation; 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 as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:
August 31, 2017
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$47,662
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:
Jonathan V. Gallo, Esq.
4. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:
(603) 271-9246
5. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:
The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached Budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.
6. Add Exhibit B-3 Amendment #2, Budget



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/8/2017
Date

Lori Shubette
NAME
TITLE Deputy Commissioner

JSI Research & Training Institute, Inc.

1/25/2017
Date

Stewart Landers
NAME STEWART LANDERS
TITLE DIRECTOR, BOSTON HEALTH SERVICES

Acknowledgement:

State of Massachusetts, County of Suffolk on January 25, 2017 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

ANDREW O'Keefe Notary Public
Name and Title of Notary or Justice of the Peace

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



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

OFFICE OF THE ATTORNEY GENERAL

Date 2/8/17

Name: _____
Title: 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: _____

Exhibit B-3, Amendment #2

Budget

New Hampshire Department of Health and Human Services

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

Budget Request for: Family Planning Data System

(Name of RFP)

Budget Period: 3/1/17 - 8/31/2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 4,072.78		\$ 4,072.78	
2. Employee Benefits	\$ 1,547.66		\$ 1,547.66	
3. Consultants			\$ -	
4. Equipment:	\$ -		\$ -	
Rental			\$ -	
Repair and Maintenance	\$ -		\$ -	
Purchase/Depreciation	\$ -		\$ -	
5. Supplies:	\$ -		\$ -	
Educational	\$ -		\$ -	
Lab	\$ -		\$ -	
Pharmacy	\$ -		\$ -	
Medical	\$ -		\$ -	
Office	\$ 285.09		\$ 285.09	
6. Travel			\$ -	
7. Occupancy	\$ 529.46		\$ 529.46	
8. Current Expenses	\$ -		\$ -	
Telephone	\$ 162.91		\$ 162.91	
Postage	\$ 162.91		\$ 162.91	
Subscriptions			\$ -	
Audit and Legal			\$ -	
Insurance			\$ -	
Board Expenses			\$ -	
9. Software			\$ -	
10. Marketing/Communications			\$ -	
11. Staff Education and Training			\$ -	
12. Subcontracts/Agreements			\$ -	
13. Other (specific details mandatory):			\$ -	
Information Systems (indirect)		\$ 236.63	\$ 236.63	Indirect costs: Information systems (3.5% of total direct budget); human resources (2.2% of total direct budget); general administration (2.2% of total direct budget); payroll & accounting (3% of total direct budget)
Human Resources (indirect)		\$ 148.74	\$ 148.74	
General Administration (indirect)		\$ 148.74	\$ 148.74	
Payroll & Accounting (indirect)		\$ 202.82	\$ 202.82	
TOTAL	\$ 6,760.81	\$ 736.93	\$ 7,497.74	

Indirect As A Percent of Direct

10.9%

Contractor Initials: SL

Date: 1/25/17

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., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on February 17, 2016. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April, A.D. 2016

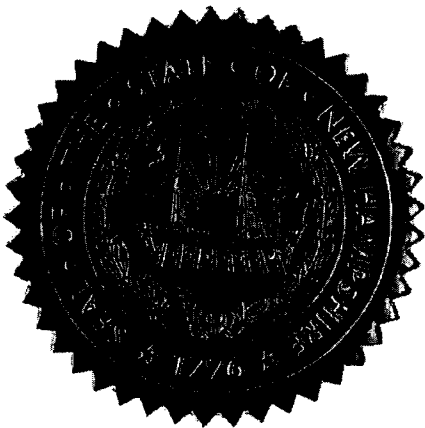
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire Department of State

CERTIFICATE

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



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

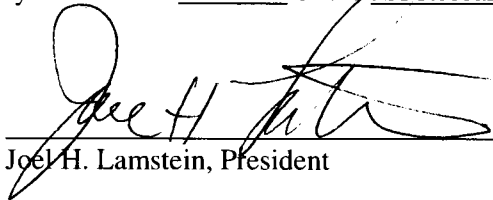
I, Joel H. Lamstein of the JSI Research & Training Institute, Inc., do hereby certify that:

1. I am the duly elected President of the JSI Research & Training Institute, Inc.;
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., duly dated October 24, 2008:

RESOLVED: Appointment of Stewart Landers as Director of Health Services, Boston Office, 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 January 25, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., this 25th day of January, 2017.

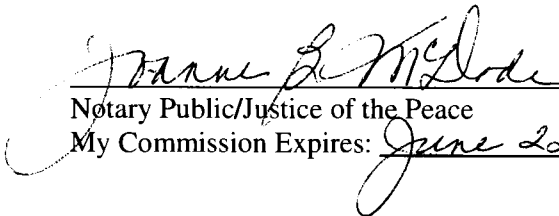


Joel H. Lamstein, President

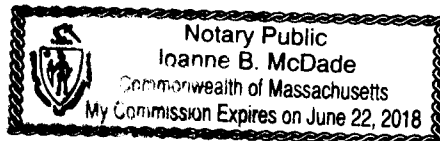
STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this 25th day of January, 2017 by Joanne McDade.



Notary Public/Justice of the Peace
My Commission Expires: June 22, 2018





JOHNSNO-01

DMEANEY

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
01/24/2017

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

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Combined Agg \$10M			35873320	09/09/2016	09/09/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73546634	09/09/2016	09/09/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79861066	09/09/2016	09/09/2017	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			71733182	09/09/2016	09/09/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers			81595534	11/09/2016	11/09/2017	EACH OCC/GEN AGG \$ 3,000,000
B	ERRORS & OMISSIONS			82120859	11/09/2016	11/09/2017	EACH OCC/GEN AGG \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
It is understood and agreed that Department of Health and Human Services is included as an additional insured as respects general liability as required by written contract per the terms and conditions of Chubb form 80-02-2367 (5-07). All forms available for your review upon request.

CERTIFICATE HOLDER**CANCELLATION**

Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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JSI Key Messages

JSI MISSION STATEMENT

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

JSI KEY MESSAGES

- JSI is dedicated to improving and promoting public health in the United States and across the globe.

JSI works across a full range of public and community health areas, strengthening health systems to improve services—and ultimately, people’s health.

- We partner with our clients to develop flexible, innovative approaches that solve complex public health problems.
- Strong management systems make JSI’s programs more effective, sustainable, and cost-effective.

Secondary Message

- JSI people are passionate about the work they do—and JSI is consistently rated a top place to work.

NEW STAFF ORIENTATION

Key messages are supported by facts about the organization and projects

- John Snow, Inc. was founded in 1978.
- JSI Research & Training Institute, Inc. was founded in 1979.
- JSI has worked in 106 countries.
- JSI is currently* working in 70 countries (and delivering logistics to an additional 4).
- JSI currently* has 8 offices in the United States and in 53 countries (and we provide consulting technical assistance in an additional 13 countries, for a total of 66 countries with JSI offices).
- At any given time, JSI implements about 200 projects in the US and about 150 internationally.
- JSI has implemented more than 5,500 projects in 35 years.
- There are approximately 2,500 staff employed by JSI—about 150 of whom work on U.S. health issues, 2,350 on international public health.*

* January 2015. Please note these numbers change regularly. Consult jsi.com or Communications for the latest tally.

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

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

September 30, 2015

**JSI Research and Training Institute, Inc. and Affiliate
September 30, 2015**

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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, 2015, 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, 2015, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

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

Report on Summarized Comparative Information

We have previously audited the JSI Research and Training Institute, Inc. and Affiliate consolidated financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated February 12, 2015. In our opinion, the summarized consolidated comparative information presented herein as of and for the year ended September 30, 2014 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated February 10, 2016, on our consideration of JSI Research and Training Institute, Inc. and its affiliate's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering JSI Research and Training Institute, Inc. and its affiliate's internal control over financial reporting and compliance.

A handwritten signature in black ink, appearing to read "Norman R. Fung" followed by "RCP" in a smaller font.

Duxbury, Massachusetts
February 10, 2016

JSI Research and Training Institute, Inc. and Affiliate
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
September 30, 2015
(With Comparative Totals for 2014)

	2015	2014
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 32,723,562	\$ 29,466,831
Receivables for program work	18,380,102	12,193,072
Loans receivable - related party	130,870	425,470
Field advances - program	3,831,076	2,612,580
Employee advances	268,427	221,271
Prepaid expenses	3,700	3,700
Total Current Assets	55,337,737	44,922,924
Property and Equipment:		
Furniture and equipment	625,913	625,913
Leasehold improvements	30,355	30,355
	656,268	656,268
Less: Accumulated depreciation	(619,202)	(603,262)
Net Property and Equipment	37,066	53,006
Other Assets	83,336	83,336
TOTAL ASSETS	\$ 55,458,139	\$ 45,059,266
 LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable and payroll withholdings	\$ 6,171,223	\$ 5,026,325
Accrued vacation	1,581,896	1,563,950
Advances for program work	17,530,808	14,217,480
Loans payable - related party	-	-
Notes payable	-	-
Contingencies	-	-
Total Current Liabilities	25,283,927	20,807,755
Net Assets:		
Unrestricted	30,169,212	24,246,511
Temporarily restricted	5,000	5,000
Total Net Assets	30,174,212	24,251,511
TOTAL LIABILITIES AND NET ASSETS	\$ 55,458,139	\$ 45,059,266

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate
CONSOLIDATED STATEMENT OF ACTIVITIES
Year Ended September 30, 2015
(With Comparative Totals for 2014)

	2015	2014
UNRESTRICTED NET ASSETS:		
Public Support and Revenue		
Public Support:		
Government grants and contracts:		
U.S. Government	\$ 210,063,095	\$ 173,962,790
Commonwealth of Massachusetts	4,161,101	4,947,642
Other grants and contracts	50,876,520	45,345,787
Program income	405,334	95,478
Contributions	3,117,911	2,061,708
In-kind project contributions	2,010,273	7,244,720
Interest income	11,440	12,236
Total Unrestricted Support and Revenue	270,645,674	233,670,361
Expenses		
Program Services:		
International programs	224,104,084	190,033,358
Domestic programs	14,498,901	14,255,597
Total Program Services	238,602,985	204,288,955
Supporting Services:		
Management and General	25,808,825	24,224,914
Fundraising	311,163	225,386
Total Supporting Services	26,119,988	24,450,300
Total Expenses	264,722,973	228,739,255
Increase (Decrease) in Unrestricted Net Assets	5,922,701	4,931,106
TEMPORARILY RESTRICTED NET ASSETS		
Net assets released from restriction	-	-
Increase (decrease) in temporarily restricted net assets	-	-
Increase (decrease) in net assets	5,922,701	4,931,106
Net Assets at Beginning of Year	24,251,511	19,320,405
Net Assets at End of Year	\$ 30,174,212	\$ 24,251,511

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
Year Ended September 30, 2015
(With Comparative Totals for 2014)

	PROGRAM SERVICES			SUPPORTING SERVICES			TOTAL EXPENSES	
	International Programs	Domestic Programs	Total	Management And General	Fundraising	Total	2015	2014
Salaries	\$ 22,267,515	\$ 6,385,750	\$ 28,653,265	\$ 6,262,396	\$ 180,937	\$ 6,443,333	\$ 35,096,598	\$ 32,921,664
Consultants	13,763,894	4,177,488	17,941,382	718,091	67,200	785,291	18,726,673	16,278,038
Cooperating National								
Salaries	33,345,783	-	33,345,783	516,111	-	516,111	33,861,894	29,843,742
Travel	16,017,306	643,405	16,660,711	528,599	128	528,727	17,189,438	12,987,744
Allowance & Training	8,777,124	5,961	8,783,085	309,204	-	309,204	9,092,289	7,796,812
Sub-contracts	73,066,441	1,806,467	74,872,908	-	-	-	74,872,908	49,664,409
Equipment, Material and								
Supplies	5,598,616	54,609	5,653,225	287,927	138	288,065	5,941,290	5,677,390
Other Costs	49,257,132	1,425,221	50,682,353	17,170,557	62,760	17,233,317	67,915,670	66,306,724
In-kind project expenses	2,010,273	-	2,010,273	-	-	-	2,010,273	7,244,720
Depreciation	-	-	-	15,940	-	15,940	15,940	18,012
TOTAL EXPENSE	\$ 224,104,084	\$ 14,498,901	\$ 238,602,985	\$ 25,808,825	\$ 311,163	\$ 26,119,988	\$ 264,722,973	\$ 228,739,255

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate
CONSOLIDATED STATEMENT OF CASH FLOWS
Year Ended September 30, 2015
(With Comparative Totals for 2014)

	2015	2014
Cash Flows From Operating Activities:		
Increase (Decrease) in net assets	\$ 5,922,701	\$ 4,931,106
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	15,940	18,012
(Increase) Decrease in receivables for program work	(6,187,030)	(6,662,821)
(Increase) Decrease in field advances - program	(1,218,496)	243,209
(Increase) Decrease in employee advances	(47,156)	(39,417)
(Increase) Decrease in prepaid expenses	-	164
(Increase) Decrease in other assets	-	(3,138)
Increase (Decrease) in accounts payable and payroll withholdings	1,144,898	1,012,582
Increase (Decrease) in accrued vacation	17,946	107,337
Increase (Decrease) in advances for program work	3,313,328	(10,535,890)
Net Cash Provided (Used) By Operating Activities	2,962,131	(10,928,856)
 Cash Flows From Investing Activities:		
Loans made	(36,111)	(454,957)
Loans repaid	330,711	360,198
Acquisition of property and equipment	-	(811)
Net Cash Provided (Used) By Investing Activities	294,600	(95,570)
 Net Increase (Decrease) in Cash and Cash Equivalents	3,256,731	(11,024,426)
 Cash and Cash Equivalents at Beginning of Year	29,466,831	40,491,257
 Cash and Cash Equivalents at End of Year	\$ 32,723,562	\$ 29,466,831

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
September 30, 2015

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, 2015

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Use of Estimates

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

Fair Value

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

Cash and Cash Equivalents

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

Investments

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

Property and Equipment

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

Revenue Recognition

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, 2015

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 2012, 2013, 2014 and 2015, 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, 2015

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, 2015 there was no activity in temporarily restricted or 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, 2014, from which the summarized information was derived.

Reclassification

Certain amounts for 2014 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, 2015

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, 2015:

Current assets:	
Cash and cash equivalents (invested)	<u>\$ 16,161,589</u>
	<u>\$ 16,161,589</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, 2015:

	<u>Unrestricted</u>
Interest income	<u>\$ 11,440</u>
Total investment return	<u>\$ 11,440</u>

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2015

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, 2015 was \$0.

Receivables for program work consist of the following at September 30, 2015:

U.S. Agency for International Development	\$ 11,173,185
U.S. Department of Health and Human Services	646,017
U.S. Department of State	139,794
U.S. Department of Labor	51,349
Commonwealth of Massachusetts	316,750
Other - non-governmental	<u>6,053,007</u>
	<u>\$ 18,380,102</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, 2015 is \$130,870.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2015

NOTE 7 – PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

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

	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net</u>
Furniture and equipment	\$ 625,913	\$ (588,847)	\$ 37,066
Leasehold improvements	<u>30,355</u>	<u>(30,355)</u>	<u>-</u>
	<u>\$ 656,268</u>	<u>\$ (619,202)</u>	<u>\$ 37,066</u>

Depreciation expense was \$15,940 for the year ended September 30, 2015.

NOTE 8 – OTHER ASSETS

Other assets consist of the following at September 30, 2015:

Deposits	\$ 46,391
Artwork - donated	<u>36,945</u>
	<u>\$ 83,336</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, 2015 as follows:

JSI Research and Training Institute, Inc.	\$ 1,301,257
World Education, Inc. (Affiliate)	<u>280,639</u>
	<u>\$ 1,581,896</u>

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2015

NOTE 10 – ADVANCES FOR PROGRAM WORK

Advances for program work consist of the following at September 30, 2015:

Other - non-governmental	
Partnership for Supply Chain Management, Inc. (related party)	\$ 6,135,820
Bill & Melinda Gates Foundation	5,407,688
UNICEF	1,026,850
Other	<u>4,960,450</u>
	<u>\$ 17,530,808</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, 2015 is \$0.

NOTE 12 – NOTES PAYABLE

Citizens Bank

World Education, Inc. (Affiliate) has a revolving line of credit established February 3, 2004 with Citizens Bank of Massachusetts with a borrowing limit of up to \$500,000. The revolving line of credit was renewed on August 12, 2015. 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 February 28, 2016 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, 2015, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended September 30, 2015.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2015

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, 2013. Interest is charged by utilizing a fluctuating rate based on the current prime rate plus 0.25%. The loan is payable on demand and, in any event, on or prior to June 30, 2016. The loan is not collateralized. No funds were borrowed during the year and as a result, as of September 30, 2015, the outstanding balance is \$0. No interest was incurred on this loan during the year ended September 30, 2015. (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, 2015. 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, 2015, 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, 2014. Based on favorable past experience, management believes the effects of changes to the overhead rates, if any, would not be material to the financial statements.

NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS

At September 30, 2015, the Welthy Fisher Fund of World Education, Inc. is the beneficiary of an irrevocable life income trust agreement. Under the terms of the agreement, the donor will receive either a fixed percentage of the initial fair market value of the gift or the actual income earned by the trust. Upon the death of the donor, the funds are released to World Education, Inc. for its unrestricted use.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2015

NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS - continued

No assets were released from donor restriction by occurrence of events specified by the donor during the year ended September 30, 2015. The temporarily restricted net assets balance at September 30, 2015 is \$5,000.

NOTE 15 – SURPLUS REVENUE RETENTION

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

The following summarizes the Company’s calculation of the surplus for fiscal year 2015 and on a cumulative basis:

	Commonwealth Surplus Retention Net Assets	Other Net Assets	Total Net Assets
Beginning of Year	\$ 854,932	\$ 23,396,579	\$ 24,251,511
Current Year	<u>104,335</u>	<u>5,818,366</u>	<u>5,922,701</u>
End of Year	<u><u>\$ 959,267</u></u>	<u><u>\$ 29,214,945</u></u>	<u><u>\$ 30,174,212</u></u>

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2015

NOTE 16 – COMMONWEALTH OF MASSACHUSETTS

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

Receivables from program work at October 1, 2014	\$ 295,121
Receipts	(4,139,472)
Disbursements/expenditures	<u>4,161,101</u>
Receivables from program work at September 30, 2015	<u>\$ 316,750</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, 2015, John Snow, Inc. billed JSI Research and Training Institute, Inc. \$26,822,283 for consulting services (technical support). This amount is reflected under the program services-consulting line item (\$13,735,463) and program services – other costs line item (\$13,086,820) on the statement of functional expenses. In addition, JSI Research and Training Institute, Inc. performed consulting services (technical support) for John Snow, Inc. totaling \$9,290,945.

The two companies also share facilities and pool various overhead expenses. For the year ended September 30, 2015, JSI Research and Training Institute, Inc. incurred \$19,671,337 of overhead expenses (supporting services), of which \$5,713,097 was its share of John Snow, Inc. incurred costs.

JSI Research and Training Institute, Inc. is a co-borrower with John Snow, Inc. on a commercial demand loan-revolving line of credit with an expiration date of February 28, 2016, 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, 2015 was 2.199%. At September 30, 2015, 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, 2015

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, 2015, the loan receivable balance is \$130,870 and the loan payable balance is \$0.

World Education, Inc. (Affiliate) has an agreement with John Snow, Inc. whereby John Snow, Inc. will provide administrative and technical support as deemed necessary by World Education, Inc.'s Board of Trustees. Transactions with John Snow, Inc. for the year ended September 30, 2015 are summarized as follows:

Administrative and technical support	\$ 411,365
Other direct charges (including rent of \$703,496)	<u>1,138,912</u>
	<u>\$ 1,550,277</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, 2015 totaling \$273,102 and was recorded as revenue in the consolidated statement of activities.

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

Partnership for Supply Chain Management, Inc.

Partnership for Supply Chain Management, Inc. (PSCM) (an exempt organization) was incorporated on February 14, 2005 by JSI Research and Training Institute, Inc. and Management Sciences for Health, Inc. 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, 2015

NOTE 17 – RELATED PARTY TRANSACTIONS - continued

Partnership for Supply Chain Management, Inc. - continued

During the year ended September 30, 2015, JSI Research and Training Institute, Inc. billed PSCM \$61,492,925 for services performed with a cost of \$58,643,920 and a fee of \$2,849,005. At September 30, 2015, PSCM advanced the Organization \$6,135,820 for program work.

During the year ended September 30, 2015, PSCM made an unrestricted contribution of \$3,000,000 to the Company.

Other

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

The Manoff Group, Inc. (a non-exempt corporation; 40% owned by John Snow, Inc.)	<u>\$ 1,569,479</u>
	<u>\$ 1,569,479</u>

NOTE 18 – RETIREMENT PLANS

JSI Research and Training Institute, Inc. has a defined contribution profit sharing/401(K) plan covering substantially all its employees. Employee contributions are voluntary. Employer contributions are based on a percentage (10% - 15% depending on length of service) of salary. The Plan was effective April 11, 1979. Pension expense was \$2,851,621 for the year ended September 30, 2015.

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 \$340,016 in the year ended September 30, 2015.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2015

NOTE 19 – COMMITMENTS

Operating Leases

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

During the year ended September 30, 2015, rentals under long-term lease obligations were \$508,041. Future obligations over the primary terms of the Company’s long-term leases as of September 30, 2015 are:

<u>Year Ended</u> <u>September 30,</u>	
2016	\$ 384,243
2017	258,901
2018	170,468
Thereafter	<u>-</u>
	<u>\$ 813,612</u>

World Education, Inc. (Affiliate) leases space for general offices on a year-to-year basis. Rent expense for the year ended September 30, 2015 was \$703,496.

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, 2015:

	<u>Income</u> <u>Received</u>	<u>% of</u> <u>Total Income</u>
U.S. Agency for International Development	\$ 137,079,156	50.65%
Partnership for Supply Chain Management, Inc. - (Related Party)	<u>61,492,925</u>	<u>22.72%</u>
	<u>\$ 198,572,081</u>	<u>73.37%</u>

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2015

NOTE 21 – IN KIND PROJECT CONTRIBUTIONS

The Organization receives donated materials and services consisting of commodities, facilities and equipment, and services for use in its programs from overseas collaborative private voluntary organizations and from foundations providing grants directly to a project. Donated materials and services totaled \$2,010,273 for the year ended September 30, 2015, and are reflected as In Kind Project Contributions on the Consolidated Statement of Activities and In Kind Project Expenses on the Consolidated Statement of Functional Expenses.

These contributions satisfy part of the matching requirements needed to obtain full funding on certain U.S. Agency for International Development grants. During the year ended September 30, 2015, the following donated materials and services received by the Organization have been used to fulfill matching requirements on active grants:

36521	Uganda STAR-EC	\$ 90
36662	Madagascar CBIHP	(460,936)
36697	SPRING	2,030,719
36895	Mozambique M-SIP	9,371
36991	AIDS Free	37,712
63101	Senegal/Journalism	14,749
63114	Uganda	23,295
64024	Tanzania	282,513
64026	Uganda	35
64057	Zimbabwe	72,725
		<u>2,010,273</u>
		<u>\$ 2,010,273</u>

NOTE 22 – SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through February 10, 2016, 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, 2015

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT			
Direct Grants:			
36030 - Georgia HWG	114-A-00-03-00157-00	98.001	\$ (5,816)
36100 - CAPACITY	176-A-00-04-00014-00	98.001	(7,262)
36514 - Liberia RBHS	669-A-00-09-00001-00	98.001	2,199,222
36521 - Uganda HIV/AIDS/TB	617-A-00-09-00007-00	98.001	6,433,323
36528 - Nigeria TSHIP	620-A-00-09-00014-00	98.001	12,930,136
36532 - Turkmenistan YC	120-A-00-09-00029-00	98.001	440,960
36662 - Madagascar CBIHP	687-A-00-11-00013-00	98.001	7,857,160
36697 - SPRING	AID-OAA-A-11-00031	98.001	23,596,255
36702 - Nepal CHX Cord Care	AID-OAA-A-11-00073	98.001	562,174
36747 - Ukraine HWUP	AID-121-A-11-00003	98.001	1,230,053
36800 - Advancing Partners	AID-OAA-A-12-00047	98.001	36,686,327
36807 - Live Learn & Play	AID-OAA-L-12-00003	98.001	120,606
36845 - Pakistan HSSP	AID-391-A-13-00002	98.001	6,230,528
36895 - Mozambique M-SIP	AID-656-A-13-00006	98.001	954,639
36932 - Senegal LLP	AID-685-A-14-00001	98.001	288,744
36991 - AIDSFREE	AID-OAA-A-14-00046	98.001	13,900,950
37024 - Tanzania CHSS	AID-621-A-14-00004	98.001	2,189,596
Total Direct Grants			<u>115,607,595</u>
Pass-through Grants:			
Passed through Partnership for Supply Chain Management, Inc. (PSCM):			
36344/36524 - Supply Chain Management System	GPO-I-00-05-00032-00	98.001	58,643,920
Passed through World Education:			
36591 - Tanzania OVC	621-A-00-10-00024-00	98.001	68,989
36840 - Zimbabwe - Vanc. Bantwana	AID-6133-A-13-00002	98.001	64,298
Passed through Family Health International (FHI):			
36620 - Africa FHI Neglected Tropical Disease	AID-OAA-A-10-00050	98.001	439,968
Passed through International Business Initiatives, Corporation (IBI):			
36826 - Liberia Governance and Economic Management Support Program	669-C-00-11-00050-00	98.001	107,318
Passed through Johns Hopkins University:			
37099 - Ethiopia SBCC	AID-663-A-15-000011	98.001	9,887
Total Pass-through Grants			<u>59,334,380</u>
Total - CFDA #98.001 - USAID Foreign Assistance for Programs Overseas			<u>174,941,975</u>

See notes to Schedule of Expenditures of Federal Awards.

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2015

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT - CONTINUED			
Direct Grant:			
36098 - Pakistan MNH Prog. Paiman	391-A-00-05-01037-00	98.004	(96,571)
Total - CFDA #98.004 - Non-Governmental Organization Strengthening (NGO)			<u>(96,571)</u>
TOTAL - U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT			\$ <u>174,845,404</u>
 U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Pass-through Grants:			
Passed through NACCHO:			
36595 - NH MRC Conferences	2010-051013	93.008	\$ 176
36689 - NH MRC Conferences	2011-041218	93.008	<u>165</u>
Total CFDA #93.008 - Medical Reserve Corps Small Grant Programs			<u>341</u>
Direct Grant:			
37087 - Adolescent HIV/AIDS Prevention	MAIAH000001	93.057	<u>62,171</u>
Total CFDA #93.057 - National Resource Center for HIV Prevention Among Adolescents			<u>62,171</u>
Direct Grant:			
36901 - CDC - Strategic Assessments for Strategic Action in India	1U2GGH001132-01	93.067	<u>528,620</u>
Total CFDA #93.067 - Global AIDS			<u>528,620</u>
Pass-through Grants:			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.069	(765)
36880 - Public Health Program Services Support	PO# 1031592	93.069	114,248
37090 - Public Health Program Services Support	PO# 1031592	93.069	<u>51,424</u>
Total CFDA #93.069 - Public Health Emergency Preparedness			<u>164,907</u>

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2015

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED			
Pass-through Grants:			
Passed through State of Vermont:			
36847 - Asthma Control Program	23940	93.070	39,568
37096 - Asthma Control Program	29370	93.070	198
Passed through State of New Hampshire:			
36880 - Public Health Program Services Support	PO# 1031592	93.070	45,170
37090 - Public Health Program Services Support	PO# 1031592	93.070	40
Total CFDA #93.070 - Environmental Public Health and Emergency Response			<u>84,976</u>
Pass-through Grant:			
Passed through Puerto Rico Academy of Medical Directors, Inc.:			
37031 - Cuidate and Cuidalos Training of Trainers	2015-DS0758	93.092	21,225
Total CFDA #93.092 - Affordable Care Act Personal Responsibility Education Program			<u>21,225</u>
Pass-through Grants:			
Passed through State of New Hampshire:			
36880 - Public Health Program Services Support	PO# 1031592	93.110	37,244
37090 - Public Health Program Services Support	PO# 1031592	93.110	2,482
Passed through State of New Hampshire Family Voices:			
37081 - Epilepsy Needs Assessment	Agreement @ 6-30-15	93.110	8,525
Total CFDA #93.110 - Maternal and Child Health Federal Consolidated Programs			<u>48,251</u>
Direct Grant:			
37103 - HITEQ	U30CS29366	93.129	7,203
Total CFDA #93.129 - Technical and Non-Financial Assistance to Health Centers			<u>7,203</u>
Pass-through Grant:			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.130	6,143
Total CFDA #93.130 - Cooperative Agreements to States/ Territories for the Coordination and Development of Primary Care Offices			<u>6,143</u>

See notes to Schedule of Expenditures of Federal Awards.

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2015

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED			
Pass-through Grant:			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.136	33,397
Total CFDA #93.136 - Injury Prevention and Control Research and State and Community Based Programs			33,397
Pass-through Grants:			
Passed through Health Research, Inc.:			
36989 - National Quality Center Evaluation Consultation Services	4538-03	93.145	90,930
37089 - NQC Evaluation Project	Agreement @ 7-01-15	93.145	16,492
Direct Grant:			
36904 - Ryan White ACE	UF2HA26520	93.145	1,414,531
Total CFDA #93.145 - AIDS Education and Training Centers			1,521,953
Pass-through Grants:			
Passed through Action for Boston Community Development, Inc.:			
36935 - FamPlan Data Systems		93.217	18,447
37047 - FamPlan Data Systems		93.217	26,722
Passed through State of New Hampshire:			
36935 - FamPlan Data Systems	PO# 1039867	93.217	11,632
Passed through State of Rhode Island:			
36935 - FamPlan Data Systems	PO# 3307663	93.217	16,473
Passed through Planned Parenthood of Southern New England:			
36935 - FamPlan Data Systems		93.217	19,905
37047 - FamPlan Data Systems		93.217	11,759
Passed through Planned Parenthood of Northern New England:			
36935 - FamPlan Data Systems		93.217	9,078
37047 - FamPlan Data Systems		93.217	34,934
Passed through Health Imperatives, Inc.:			
36935 - FamPlan Data Systems		93.217	6,428
37047 - FamPlan Data Systems		93.217	11,282
Passed through Planned Parenthood League of Massachusetts:			
36935 - FamPlan Data Systems		93.217	2,361
37047 - FamPlan Data Systems		93.217	4,144

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, 2015

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED			
Pass-through Grants - continued:			
Passed through Health Quarters, Inc.:			
36935 - FamPlan Data Systems		93.217	4,578
37047 - FamPlan Data Systems		93.217	8,034
Passed through Tapestry Health Systems:			
36935 - FamPlan Data Systems		93.217	4,634
Passed through Family Planning Association of Maine:			
36935 - FamPlan Data Systems		93.217	12,149
37047 - FamPlan Data Systems		93.217	21,323
Passed through Massachusetts Department of Public Health:			
37047 - FamPlan Data Systems		93.217	9,489
Passed through Vermont Department of Health:			
37047 - FamPlan Data Systems		93.217	4,173
Total CFDA #93.217 - Family Planning Services			<u>237,545</u>
Pass-through Grant:			
Passed through First Nations Community Healthsource:			
37000 - NCQA PCMH Recognition Technical Assistance	Agreement @ 6-13-14	93.224	2,033
Total CFDA #93.224 - Consolidated Health Centers			<u>2,033</u>
Pass-through Grant:			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160925	93.236	1,812
Total CFDA #93.236 - Grants to States to Support Oral Health Workforce Activities			<u>1,812</u>
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	55,059
Passed through State of New Hampshire:			
36875 - NH Center for Excellence - Drug and Alcohol	1025785	93.243	445,563
Passed through County of Cheshire, New Hampshire:			
36889 - Drug Court Program	Agreement @ 8-19-13	93.243	39,828
Passed through Action for Boston Community Development, Inc.:			
36903 - Entre Nosotras FY14	Agreement @ 10-19-13	93.243	16,647

See notes to Schedule of Expenditures of Federal Awards.

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
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Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED			
Pass-through Grants - continued:			
Passed through State of Rhode Island:			
37023 - PFS Training and Technical Assistance Services	3426881	93.243	33,337
Passed through Goodwin Community Health:			
37054 - GCH MS YRBS Evaluation Services	Agreement @ 4-19-15	93.243	<u>1,307</u>
Total CFDA #93.243 - Substance Abuse and Mental Health Services Projects of Regional and National Significance			<u>591,741</u>
Direct Grants:			
36777 - National Training Center - Quality Assurance, Quality Improvement, Evaluation	FPTPA006025	93.260	1,068,933
36787 - Reproductive Health Prevention Training and Technical Assistance	FPTPA006015	93.260	191,616
36792 - National Training Center for Management and Systems Improvement	FPTPA006023	93.260	1,115,176
36794 - Region VIII Sexual Health	FPTPA006016	93.260	<u>163,076</u>
Total - CFDA #93.260 - Family Planning - Personnel Training			<u>2,538,801</u>
Pass-through Grants:			
Passed through State of New Hampshire:			
36880 - Public Health Program Services Support	PO# 1031592	93.268	99,442
37090 - Public Health Program Services Support	PO# 1031592	93.268	<u>6,348</u>
Total CFDA #93.268 - Immunization Cooperative Agreements			<u>105,790</u>
Pass-through Grants:			
Passed through United Way of Greater Nashua:			
36937 - Nashua DFC Evaluation	Agreement @ 3-5-14	93.276	3,445
Passed through Center for Social Innovation:			
36980 - BRSS TACS	HHSS280201100002C	93.276	36,905
Passed through Sullivan County, New Hampshire:			
37026 - MS YRBS Evaluation Services	150952	93.276	6,744
Passed through Mary Hitchcock Memorial Hospital:			
37036 - Upper Valley Drug Free Communities Grant Evaluation	Agreement @ 1-29-15	93.276	8,243
Passed through Narragansett Prevention Partnership:			
37037 - NPP Evaluation	Agreement @ 1-25-15	93.276	8,374

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2015

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED			
Pass-through Grants - continued:			
Passed through Center for Social Innovation:			
37058 - BRSS TACSII	HHSS280201100002C	93.276	30,887
37062 - BRSS TACS	HHSS280201100002C	93.276	486
Passed through SoROCK:			
37072 - Evaluation Support Services	Agreement @ 5-20-15	93.276	5,401
Total CFDA #93.276 - Drug-free Communities Support Program Grants			100,485
Pass-through Grants:			
Passed through State of New Hampshire:			
36843 - Tobacco Helpline	1028499	93.283	218,445
36880 - Public Health Program Services Support	PO# 1031592	93.283	14,996
36906 - NH Top QL Partnership	Agreement @ 9-4-13	93.283	2,717
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.283	3,922
36849 - Smoker's Helpline - Quitline Tobacco Cessation	3320510	93.283	49,229
Passed through Commonwealth of Massachusetts Department of Public Health:			
HIV/AIDS Research, Training and Support	INTF-2915M04900315005	93.283	248,405
Passed through State of Vermont:			
37041 - Vermont Tobacco Control Program	28405	93.283	10,399
Total - CFDA #93.283 - Centers for Disease Control and Prevention - Investigations and Technical Assistance			548,113
Direct Grant:			
36891 - PPHF 2013 - OSTI/ITS Partnerships	1U38OT000188	93.292	99,574
Pass-through Grant:			
Passed through Yale University:			
37070 - CT QI Project	SNP6247797	93.292	11,683
Total - CFDA #93.292 - National Public Health Improvement Initiative			111,257

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2015

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED			
Pass-through Grants:			
Passed through Black Ministerial Alliance of Greater Boston, Inc.:			
36664 - Healthy Futures	Agreement @ 6-1-11	93.297	138,167
36750 - Healthy Futures Health Education	Agreement @ 4-20-12	93.297	300
36848 - Teen Pregnancy Prevention Initiative	Agreement @ 5-1-13	93.297	10,879
Passed through Massachusetts Alliance on Teen Pregnancy:			
37079 - MATP Consulting	Agreement @ 6-8-15	93.297	24,480
Total - CFDA #93.297 - Teenage Pregnancy Prevention Program			173,826
Pass-through Grant:			
Passed through University of Southern Maine:			
37093 - Maine Food Security	Agreement @ 8-1-15	93.331	2,472
Total - CFDA #93.331 - Partnerships to Improve Community Health			2,472
Pass-through Grants:			
Passed through State of Vermont:			
36853 - Maternal, Infant, and Early Childhood Home Visitation Program	24086	93.505	11,155
Passed through State of New Hampshire:			
37090 - Public Health Program Services Support	PO# 1031592	93.505	4,754
Total - CFDA #93.505 - Affordable Care Act Maternal, Infant, and Early Childhood Home Visiting Program			15,909
Pass-through Grants:			
Passed through Town of Hudson, Massachusetts:			
36754 - MetroWest Moves	Agreement @ 5-9-12	93.531	48,539
Passed through State of Vermont:			
36930 - Vermont Oral Health Coalition	25965	93.531	31
Total - CFDA #93.531 - PPHF 2012 - Community Transition Grants			48,570
Pass-through Grant:			
Passed through State of New Hampshire:			
36880 - Public Health Program Services Support	PO# 1031592	93.538	29,090
Total - CFDA #93.538 - Affordable Care Act - Nat'l. Environmental Public Health Tracking Program			29,090

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, 2015

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED			
Pass-through Grant:			
Passed through State of New Hampshire:			
36843 - Tobacco Helpline	1028499	93.735	5,375
Direct Grant:			
37015 - Tobacco Use Prevention	U58DP005338	93.735	64,123
Total - CFDA #93.735 - State Public Health Approaches for Ensuring Quitline Capacity			<u>69,498</u>
Pass-through Grants:			
Passed through Ozarks Regional YMCA:			
36835 - Transformation Engagement Project	Agreement @ 2-28-13	93.737	108,198
36929 - Ozarks Regional Food Policy Council	Agreement @ 1-12-14	93.737	4,041
Total - CFDA #93.737 - Community Transformation Grants			<u>112,239</u>
Pass-through Grant:			
Passed through Granite United Way:			
37074 - CHIP Process in the Capital Area	Agreement @ 5-28-15	93.749	2,580
Total - CFDA #93.749 - PPHF - Public Health Laboratory Infrastructure			<u>2,580</u>
Pass-through Grant:			
Passed through State of New Hampshire:			
37090 - Public Health Program Services Support	PO# 1031592	93.753	1,331
Total - CFDA #93.753 - Child Lead Poisoning Surveillance (PPHF)			<u>1,331</u>
Pass-through Grants:			
Passed through State of New Hampshire:			
37048 - National Diabetes Prevention Program	161611-B001	93.757	119,099
37068 - Technical Assistance Network for Rural Health Clinics	1043188	93.757	79,895
Total - CFDA #93.757 - State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke (PPHF)			<u>198,994</u>
Pass-through Grants:			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.758	13,869
Passed through Commonwealth of Massachusetts Dept. of Public Health:			
Preventive Health and Health Services	INTF-4300-M04500824048	93.758	100,000

See notes to Schedule of Expenditures of Federal Awards.

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
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Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED			
Pass-through Grants - continued:			
Passed through United Way of the Greater Seacoast:			
37073 - Community Health Improvement Planning	Agreement @ 5-28-15	93.758	590
Passed through State of New Hampshire:			
37090 - Public Health Program Services Support	PO# 1031592	93.758	11,954
Total - CFDA #93.758 - Preventive Health and Health Services Block Grant Funded Solely with Prevention and Public Health Funds (PPHF)			126,413
Pass-through Grant:			
Passed through State of Colorado:			
37080 - Hospital Quality Incentive Payment	PO UHAA 20160000000000000820	93.778	7,334
Total - CFDA #93.778 - Medical Assistance Program			7,334
Pass-through Grants:			
Passed through State of New Hampshire:			
36880 - Public Health Program Services Support	PO# 1031592	93.889	41,363
37090 - Public Health Program Services Support	PO# 1031592	93.889	22,480
Total - CFDA #93.889 - National Bioterrorism Hospital Preparedness Program			63,843
Pass-through Grant:			
Passed through Massachusetts Alliance on Teen Pregnancy:			
37046 - Young Men Matter, Too	YEPMP140092	93.910	19,750
Total - CFDA #93.910 - Family and Community Violence Prevention Program			19,750
Pass-through Grant:			
Passed through Mid-State Health Center:			
36953 - PATT Evaluation	MS1415-1	93.912	11,280
Total - CFDA #93.912 - Rural Health Care Services Outreach			11,280
Pass-through Grants:			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.913	1,961

JSI Research and Training Institute, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
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Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED			
Pass-through Grants - continued:			
Passed through State of New Hampshire:			
36880 - Public Health Program Services Support	PO# 1031592	93.913	23,546
36988 - Rural Health and Primary Care	PO# 1038916	93.913	10,293
37068 - Technical Assistance Network for Rural Health Clinics	1043188	93.913	<u>27,228</u>
Total - CFDA #93.913 - Grants to States for Operation of Offices of Rural Health			<u>63,028</u>
Pass-through Grant:			
Passed through Boston Public Health Commission:			
36453 - BPHC Quality Management	6307A	93.914	<u>191,224</u>
Total - CFDA #93.914 - HIV Emergency Relief Project Grants			<u>191,224</u>
Pass-through Grants:			
Passed through State of New Hampshire:			
36880 - Public Health Program Services Support	PO# 1031592	93.917	63,551
37090 - Public Health Program Services Support	PO# 1031592	93.917	608
Passed through Commonwealth of Massachusetts Department of Public Health:			
HIV Care	INTF-4971-M045008224092	93.917	<u>377,667</u>
Total - CFDA #93.917 - HIV Care Formula Grants			<u>441,826</u>
Direct Grant:			
36967 - Healthy Start Performance Project	UF5MC26845	93.926	<u>1,536,877</u>
Total - CFDA #93.926 - Healthy Start Initiative			<u>1,536,877</u>
Direct Grant:			
36945 - CDC CBA FY15 - FY19	U65PS004406	93.939	<u>826,403</u>
Total - CFDA #93.939 - HIV Prevention Activities - NGO Based			<u>826,403</u>
Pass-through Grants:			
Passed through State of New Hampshire:			
36880 - Public Health Program Services Support	PO# 1031592	93.940	42,368
Passed through State of Connecticut Department of Public Health:			
37028 - HIV Prevention	2014-0186	93.940	<u>82,644</u>
Total - CFDA #93.940 - HIV Prevention Activities - Health Department Based			<u>125,012</u>

JSI Research and Training Institute, Inc.
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Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED			
Pass-through Grant:			
Passed through Commonwealth of Massachusetts Department of Public Health:			
HIV/AIDS Surveillance	INTF-4971-M04500824092	93.944	32,258
Total - CFDA #93.944 - HIV/AIDS Surveillance			32,258
Pass-through Grant:			
Passed through South County Hospital Healthcare System:			
37091 - South County Health Equity Zone	Agreement @ 5-1-15	93.945	2,398
Total - CFDA #93.945 - Assistance Programs for Chronic Disease Prevention and Control			2,398
Direct Grant:			
36615 - CDC Teen Pregnancy	U58DP002906	93.946	330,469
Total - CFDA #93.946 - Cooperative Agreements to Support State-Based Safe Motherhood and Infant Initiative Programs			330,469
Pass-through Grants:			
Passed through State of Rhode Island:			
36801 - Prevention Resource Center	3316844	93.959	173,399
Passed through United Way of the Greater Seacoast:			
37073 - Community Health Improvement Planning	Agreement @ 5-28-15	93.959	885
Total - CFDA #93.959 - Block Grants for Prevention and Treatment of Substance Abuse			174,284
Pass-through Grants:			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.994	38,511
Passed through State of New Hampshire:			
36880 - Public Health Program Services Support	PO# 1031592	93.994	2,203
Passed through State of Vermont:			
37067 - Title V and Title X Needs Assessment	28817	93.994	28,711
Total - CFDA #93.994 - Maternal & Child Health Services Block Grant to the States			69,425
TOTAL - U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			\$ 11,393,097

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, 2015

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF HOMELAND SECURITY			
Direct Grants:			
United States Coast Guard -			
36857 - Nat'l. Estimate of Life Jacket Wear Rate	3313FAN1302.15	97.012	\$ 2,965
36969 - Nat'l. Estimate of Life Jacket Wear Rate	3314FAN1402.09	97.012	86,372
37076 - Nat'l. Life Jacket Wear Rate	3315FAN1502.05	97.012	132,058
Pass-through Grant:			
Passed through the State of Washington:			
36958 - WA Parks Lifejackets	315-126	97.012	524
Total CFDA #97.012 - Boating Safety Financial Assistance			221,919
TOTAL - U.S. DEPARTMENT OF HOMELAND SECURITY			\$ 221,919
U.S. ENVIRONMENTAL PROTECTION AGENCY			
Direct Grant:			
36789 - Reducing Asthma Disparities Through Adult Basic Education	96161301	66.034	\$ 13,279
Total CFDA #66.034 - Surveys Studies Research Investigations, Demonstrations and Special Purpose Activities Relating to the Clean Air Act			13,279
Pass-through Grant:			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	66.472	1,037
Total CFDA #66.472 - Beach Monitoring and Notification Program Implementation Grants			1,037
Pass-through Grants:			
Passed through State of New Hampshire:			
36880 - Public Health Program Services Support	PO# 1031592	66.707	53,668
37090 - Public Health Program Services Support	PO# 1031592	66.707	1,122
Total CFDA #66.707 - TSCA Title IV State Lead Grants Certification of Lead-Based Paint Professional			54,790
TOTAL - U.S. ENVIRONMENTAL PROTECTION AGENCY			\$ 69,106

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, 2015

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF JUSTICE - CONTINUED			
Pass-through Grants:			
Passed through State of New Hampshire:			
36931 - Court Diversion	PO# 1035374	16.540	\$ <u>28,345</u>
Total - CFDA #16.540 - Juvenile Justice and Delinquency Prevention - Allocation to States			<u>28,345</u>
Pass-through Grants:			
Passed through County of Cheshire, New Hampshire:			
36902 - Cheshire County Drug Court	Agreement @ 9-20-13	16.585	13,423
Passed through State of New Hampshire Admin. Office of the Courts:			
37043 - Rockingham County Adult Drug Court	Agreement @ 1-16-15	16.585	<u>2,730</u>
Total - CFDA #16.858 - Department of Justice, Bureau of Justice Assistance Grant			<u>16,153</u>
TOTAL U.S. DEPARTMENT OF JUSTICE			<u>\$ 44,498</u>
TOTAL FEDERAL AWARDS			<u>\$ 186,574,024</u>

See notes to Schedule of Expenditures of Federal Awards.

JSI Research and Training Institute, Inc.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
September 30, 2015

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, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of JSI Research and Training Institute, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of JSI Research and Training Institute, Inc.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- (1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- (2) Catalog of Federal Domestic Assistance (CFDA) numbers are presented when available.

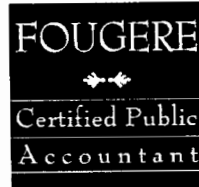
JSI Research and Training Institute, Inc.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
September 30, 2015

NOTE 3 – SUBRECIPIENTS

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

<u>Program</u>	<u>CFDA Number</u>	<u>Amount Provided to Subrecipients</u>
Juvenile Justice and Delinquency Prevention	16.540	\$ 8,387
Clean Air Act	66.340	2,000
National Resources Center for HIV Prevention Among Adolescents	93.057	41,596
Public Health Emergency Preparedness	93.069	90,337
Cooperative Agreements to Promote Adolescent Health through School-Based HIV/STD Prevention and School-Based Surveillance	93.079	1,797
Injury Prevention and Control Research and State and Community Based Programs	93.136	53
AIDS Education and Training Centers	93.145	220,975
Family Planning Services	93.217	36,443
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243	12,830
Family Planning - Personnel Training	93.260	270,000
Centers for Disease Control and Prevention - Investigations and Technical Assistance	93.283/93.735	230,210
Building Capacity of the Public Health System to Improve Population Health	93.424	53,083
Capacity Building Assistance to Strengthen Public Health Immunization	93.539/93.268	1,322
ACA - State Innovation Models: Funding for Model Design and Model Testing Assistance	93.624	97,363
State and Local Public Health Actions to Prevent Obesity, Diabetes, etc.	93.757	20,400
Grants to States for Operation of Offices of Rural Health	93.913/93.757	27,566
HIV Care Formula Grants	93.917	71,778
Healthy Start Initiative	93.926	45,499
HIV Prevention Activities - Health Department Based	93.940	658
HIV Demonstration, Research, Public and Professional Education Projects	93.941	150
RI Prevent Resource Center	93.959	695
USAID Foreign Assistance for Program Overseas	98.001	<u>57,144,191</u>
Total Federal Awards Provided to Subrecipients		\$ 58,377,332
Non-Federal Awards Provided to Subrecipients		<u>1,644,775</u>
		<u>\$ 60,022,107</u>

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



**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, 2015, and the related consolidated statements of activities, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated February 10, 2016.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

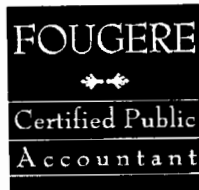
As part of obtaining reasonable assurance about whether JSI Research and Training Institute, Inc. and its affiliate's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements,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

Purpose of this Report

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

A handwritten signature in black ink, appearing to read "Norman Joyce RCPA". The signature is fluid and cursive, with the letters "RCPA" written in a slightly larger, more distinct font at the end.

Duxbury, Massachusetts
February 10, 2016



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

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

Report on Compliance for Each Major Federal Program

We have audited JSI Research and Training Institute, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of JSI Research and Training Institute, Inc.'s major federal programs for the year ended September 30, 2015. JSI Research and Training Institute, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of JSI Research and Training Institute, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about JSI Research and Training Institute, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

Opinion on Each Major Federal Program

In our opinion, JSI Research and Training Institute, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2015.

Report on Internal Control Over Compliance

Management of JSI Research and Training Institute, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered JSI Research and Training Institute, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of JSI Research and Training Institute, Inc.'s internal control over compliance.

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

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

World Education, Inc. (Affiliate) maintains a different fiscal year (June 30) and has its own stand alone audit performed in accordance with the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. However, the

consolidated financial statements contain the combined activity of JSI Research and Training, Institute and World Education, Inc.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "Norman J. Ziegler CPA". The signature is written in a cursive style with a large initial "N".

Duxbury, Massachusetts
February 10, 2016

JSI Research and Training Institute, Inc. and Affiliate
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
September 30, 2015

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 Section 510(a) of OMB Circular A-133: No

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

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

Auditee qualified as low risk auditee under Section 530 of OMB Circular A-133 Yes

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



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

STATUS OF PRIOR YEAR'S FINDINGS AND QUESTIONED COSTS

There were no reportable findings or questioned costs for the year ended September 30, 2014.

CONFIDENTIAL



JSI Research & Training Institute, Inc.

Officers

<u>Name</u>	<u>Title</u>	<u>Address & Telephone #</u>
Joel H. Lamstein	President	
Joel H. Lamstein	Treasurer	
Patricia Fairchild	Secretary	
Joanne McDade	Assistant Secretary	

Board of Directors

<u>Name</u>	<u>Title</u>
Joel H. Lamstein	Director
Alexander K. Baker	Director
Patricia Fairchild	Director

MICHAEL STELMACH

EDUCATION

CLARK UNIVERSITY, WORCESTER, MASSACHUSETTS
MBA, Focus in Operations Management, 1994

WORCESTER STATE COLLEGE, WORCESTER, MASSACHUSETTS
B.S., Major in Business Administration and Computer Science, 1989

EXPERIENCE

JSI, Boston, Massachusetts

Health Information Technology Projects Director, October 2001 to present

Provide health IT consulting services to public and private health sector organizations specifically focused on implementing interoperable clinical data systems and health information exchange networks in order to improve quality of care, patient safety, the cost effectiveness of care delivery, as well as the general availability and accessibility of health and social services to clients.

Maine Diabetes Prevention Recognition Program

June 2015 - present

Transitioned the Maine Diabetes Prevention Recognition Program from a paper-based data collection and reporting system to a web-enabled open source platform to support the ongoing data collection and reporting requirements for this state-wide program. The system provides data capture through a web-based portal, data analysis and reporting, and data export to CDC for program-based reporting.

Missouri Health Schools Healthy Communities Monitoring System

April 2015 - present

Transitioned the Missouri Healthy Schools Healthy Communities Program from a legacy Microsoft Access database application to a web-enabled open source platform to support ongoing data collection, analysis and reporting obligations for participating schools. The system provides data capture through school-based surveys, data reporting, calendar, learning forum, document management and announcement features to support ongoing program operations.

Title X Region I Family Planning Data System

October 2001 to present

Technical analyst and project manager responsible for the development, implementation and ongoing management of the Region I Title X Family Planning Data System. The internet-based health information exchange and program registry data warehouse provides client intake, data collection, analysis and reporting capabilities in support of the Title X program for over 250 Family Planning sites across New England. Responsibilities include system management, vendor management, bi-monthly reviews with Executive Committee, and operational, customer service and technical support for the data system on an ongoing basis.

Health Insurance Portability and Accountability Act

October 2001 to present

Serve as corporate resource for HIPAA consulting services. Provide on site consulting for HIPAA compliance efforts and training sessions as required to meet client needs.

OPA FPAR 2.0 Data System Preparation Assistance Project

Sept 2013 - Sept 2015

Provide technical support and leadership for the evaluation of the level of preparedness of the Title X Family Planning Network of grantees to transition from the current aggregate reporting system to an encounter-level reporting system. Technical work included an assessment of a representative group of nine grantees and their EMR systems as well as a review of the seven most widely used EMR systems across the Title X Network.

Illinois Unified System Planning Project

May 2012 to April 2014

Provide project management and technical analysis for the planning and technical design of The Unified System. This system will serve as a data warehouse, data analysis and reporting tool for the 20+ systems that currently support the Illinois Early Childhood agencies and programs. Project deliverables included interviews and focus groups, technical

system reviews, governance and collaborative business models, and technical architecture/system design.

Try to Stop QuitLine eReferrals Project

March 2010 to Sept 2014

Provide technical support for the development and implementation of an eReferral data exchange network. The internet-based system provides data capture, translation, routing and quality control for processing eReferrals between healthcare providers and the centralized QuitLine system. Responsibilities include data analysis, system configuration, system operations and quality control.

West Virginia Early Childhood Data System Planning Project

June 2013 to August 2013

will

Provided technical analysis for the planning and technical design of the Early Childhood Data System. This system serve as a data warehouse, data analysis and reporting tool for the 11+ systems that currently support West Virginia Early Childhood agencies and programs. Project deliverables included key stakeholder interviews, technical system reviews, and technical architecture/system design.

AHRQ Health IT Project Monitoring and Reporting

March–May 2010

Serve as a technical resource for monitoring and reporting of the Agency for Healthcare Research and Quality's (AHRQ) Health IT grantees. The project aims to promote and enable information sharing and synergy across projects, disseminate information about the projects themselves (e.g. project focus, types of health IT applications used, challenges and innovations). Findings, tools and other inputs (e.g. publications, surveys) with the health IT community at enable the annual evaluation of the effectiveness of the AHRQ Health IT portfolio's activities.

Connecticut State Health Information Technology Plan

June 2008 to June 2009

Serve as project director for the development of a statewide strategic plan supporting the creation of a statewide regional health information organization (RHIO) and the development of a statewide health information exchange network. The project involves stakeholder interviews, focus groups, legislative engagement, RHIO formation and the development of plans for 2-4 health information technology pilot projects.

Rhode Island DPH Ryan White HAP Client Level Data Collection System

March 2008 to June 2009

Serve as technical consultant for the development of a data collection and reporting system supporting Ryan White HIV/AIDS Program service providers across the State. The project involves review of guidance from the HIV/AIDS Bureau (HAB), engagement with service providers to review their organizational and technical capacity to meet project requirements, ongoing project meetings with RI DPH leadership, and the development of business and functional requirements of the system. The project also involves the design, development, and implementation of a data exchange utility to support the sharing of personal health information between participating service providers and the Rhode Island Department of Health.

Delaware Health Information Network

September 2006 to June 2009

Serve as quality assurance technical analyst for the system development and implementation of the Delaware Health Information Network (DHIN). The project involves the design, development, and implementation of a data exchange utility to support the sharing of personal health information between participating healthcare organizations. Responsibilities include review and acceptance of all project related documentation, provision of technical assistance to member healthcare organizations, participation in all project meetings, and QA testing of software applications.

California Family Health Council, Centralized Data System

January 2005 to June 2007

Technical analyst and project manager responsible for the implementation and technical support of the Centralized Data System (CDS). The internet-based health information exchange and program registry data warehouse provides data collection, aggregation, analysis, and reporting capabilities in support of the Title X program for over 60 delegate agencies across the state. Responsibilities include organizational assessment, site surveys, requirements gathering, system development, implementation and technical support.

Wyoming Electronic Health Record Study

December 2004 to December 2005

Serve as technical analyst for the Wyoming Electronic Health Record Study. This project is reviewing electronic health record projects at national, regional, and local levels; is reviewing government perspectives on the strategy for developing a national health information network; and is reviewing perspectives of Wyoming healthcare constituents as well as current and planned health information technology (HIT) projects in the State of Wyoming. The goal of

the project is the development of a strategic plan that will enable the state to develop a statewide electronic health record.

BOWlink Technologies, Auburn, Massachusetts

Principal, October 2005 to present

BOWlink Technologies provides health information exchange and data management software tools to the healthcare marketplace. BOWlink also provides associated consulting, technical support, customer service and operations management of a hosted network providing health information exchange and data management services. Michael conceived and developed the BOWlink software applications (Exchange and Rapid Registry) and serves as principal and senior manager of BOWlink.

YMCA of Greater Boston, Boston, Massachusetts

Information Systems Consultant, May–October 2001

Project management responsibility for the design and implementation of Application Service Provider model supporting the YMCA of Greater Boston. This initiative provides membership management, program management, general ledger, and desktop services to subscriber YMCAs. Design responsibilities include organizational (operations, customer service, technical support) as well as technical areas (WAN, AS/400 system configuration and support, application upgrades).

OrderTrust, Lowell, Massachusetts

Vice President, Operations, November 1995 to December 2000

Provided executive leadership, vision, and strategy for the build out, maintenance, and enhancement of the information systems, operations, and customer service functions. OrderTrust provided supply chain management services for companies doing business over the Internet. Developed and implemented the IS strategy from the ground up, which provided fully redundant and highly-available systems, network, and database environments across a nationwide, dual-site, data processing facility. This effort provides 99.9% infrastructure availability. Recruited and organized database, systems, network, and desktop services teams evolving a team of 25+ engineers with a \$4+ million infrastructure. Built out a 2500 sq. ft. data center including multi-zoned fire detection and suppression, redundant HVAC systems, UPS battery backup with generator, and multiple power distribution units. Performed UPS/generator tests with full systems load on a monthly basis. Responsible for disaster recovery planning and training which included the build-out and support of our secondary facility as well as associated technology.

Medical Center of Central Massachusetts, Worcester, Massachusetts

Manager, Computer Services, April 1991 to November 1995

Responsible for all aspects of the development and continued operation of a dynamic, multi-site, multi-system technical services/computer operations department. Assisted in the development and implementation of an Information Systems five year strategic plan. Project coordinator for all IS related projects (Microsoft Project). Responsible for AS/400 systems administration including save/restore strategy, licensed program installation and upgrades, performance tuning, and system configuration. Coordinated the development, testing, and maintenance of the Corporate Disaster Recovery Plan.

Commerce Insurance, Webster, Massachusetts

Operations Supervisor, March 1987 to April 1991

Responsible for development, implementation, and maintenance of all operational procedures and staff performance requirements for a multi-site, multi-system data processing department. Coordinated data center expansion and hardware installation over several phases increasing from two system/150 user base to four system/400 user base. Maintained hardware, operating systems, licensed programs, and network for four IBM AS/400 systems.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name: JSI Research & Training Institute, Inc.

Name of Bureau/Section: Maternal & Child Health Section, Family Planning Program

BUDGET PERIOD:	SFY 2017	Mar 1, 2016 - Feb 28, 2017	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Michael Stelmach, Project Manager	\$185,000	4.19%	\$7,753.35
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$7,753.35

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

4V 19



Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

JAN 25 16 PM 5:47 PPS

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



December 18, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option to an existing **sole source** agreement with JSI Research & Training Institute, Inc. (Vendor #161611-B001) 44 Farnsworth Street, Boston, MA 02210, for the provision of the operation and maintenance of the Family Planning Data System, by increasing the price limitation by \$15,000 from \$25,162 to \$40,162, and extending the contract completion date from February 29, 2016 to February 28, 2017, effective March 1, 2016. Governor and Executive Council approved the original agreement on September 3, 2014 (Item #18). 100% Federal Funding.

Funds to support this request are available in the following account in State Fiscal Year 2016, and anticipated to be available in State Fiscal Year 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

Fiscal Year	Class/ Object	Class Title	Job Number	Current Amount	Increase	Modified Budget
2015	102-500731	Contracts for Program Svc	90080004	\$15,097		\$15,097
2016	102-500731	Contracts for Program Svc	90080004	\$10,065		\$10,065
2017	102-500731	Contracts for Program Svc	90080004		\$15,000	\$15,000
					Total:	\$40,162

EXPLANATION

This is a **sole source** amendment because JSI Research and Training Institute, Inc. developed a Family Planning Data System customized to meet the specific federal Title X data requirements. DoIT is aware of the amendment. There has been no change to any IT component of the base contract as a result of the amendment.

The purpose of this amendment is to renew contract services for the provision of the operation and maintenance of the Family Planning Data System which has been utilized and funded directly by the US Department of Health and Human Services, Office of Population Affairs for Region I Grantees for the past 14 years. In 2013, the Office of Population Affairs shifted the financial responsibility for the data collection directly to the grantee states, requiring all grantees to plan for this cost in their budgets.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 2 of 2

Grantees in the New England states collectively fund JSI Research & Training Institute in order to maintain the most cost effective and efficient means to continue to meet federal requirements.

JSI Research & Training Institute, Inc. provides project management, system maintenance, technical support, data analysis, system operations, customer service, and report generation. The reports generated are essential to monitoring of the Family Planning Contract utilization and used to create a federally required Title X Family Planning Annual Report. The Office of Population Affairs uses this report to inform future federal funding allocations.

The original contract contained the option to renew of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Department is satisfied with the services provided by JSI Research & Training Institute, Inc.

Should Governor and Executive Council not approve this request the New Hampshire Family Planning Program will not be in compliance with the Department of Health and Human Services' Office of Population Affairs, Title X Family Planning Program, which may affect future federal funding.

Area Served: Statewide

Source of Funds: 100% Federal Funds US Department of Health and Human Services, Office of Population Affairs, Title X Family Planning.

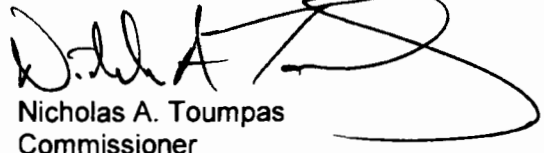
In the event that federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully Submitted,



Marcella J. Bobinsky
Acting Director

Approved by:



Nicholas A. Toumpas
Commissioner



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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 3, 2014 (item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to extend the Contract for two years and increase the price limitation; 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 as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:
February 28, 2017
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$40,162
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:
(603) 271-9558
5. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 1 Funding Sources, Sub-Paragraph a., to read:
100% federal funds from the DHHS OFFICE OF POPULATION AFFAIRS – TITLE X FAMILY PLANNING, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016063
6. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:
The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1 – SFY 2015, Exhibit B-1 SFY 2016, Exhibit B-2 SFY 2017, and Budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other



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

- costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.
7. Add Exhibit B-2 Amendment #1 SFY 2017, Budget
 8. Delete Standard Exhibit C, Special Provisions, and replace with Exhibit C Amendment #1, Special Provisions.
 9. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, 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
Family Planning Data System**



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

1/4/16
Date

State of New Hampshire
Department of Health and Human Services

[Signature]
NAME
TITLE Brook S. Dupre
Bureau Chief

JSI Research & Training Institute, Inc.

12/10/15
Date

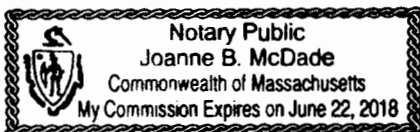
[Signature]
NAME STEWART LANGENS
TITLE DIRECTOR, HEALTH SERVICES, BOSTON OFFICE

Acknowledgement:

State of Massachusetts County of Suffolk on 12/11/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace



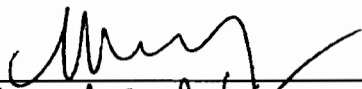
**New Hampshire Department of Health and Human Services
Family Planning Data System**



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

OFFICE OF THE ATTORNEY GENERAL

Date 1/22/14


Name: Megan A. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Exhibit B-2, Amendment #1 SFY 2017

Budget

New Hampshire Department of Health and Human Services

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

Budget Request for: Family Planning Data System

(Name of RFP)

Budget Period: 3/1/16 - 2/28/17

Line Item	Direct	Indirect	Total	Allocation Method for Indirect/Shared Costs
	Incremental	Fund		
1. Total Salary/Wages	\$ 7,755.00		\$ 7,755.00	
2. Employee Benefits	\$ 2,946.90		\$ 2,946.90	
3. Consultants			\$ -	
4. Equipment:	\$ -		\$ -	
Rental	\$ 1,398.97		\$ 1,398.97	
Repair and Maintenance	\$ -		\$ -	
Purchase/Depreciation	\$ -		\$ -	
5. Supplies:	\$ -		\$ -	
Educational	\$ -		\$ -	
Lab	\$ -		\$ -	
Pharmacy	\$ -		\$ -	
Medical	\$ -		\$ -	
Office	\$ 387.75		\$ 387.75	
6. Travel			\$ -	
7. Occupancy	\$ 775.50		\$ 775.50	
8. Current Expenses	\$ -		\$ -	
Telephone	\$ 186.12		\$ 186.12	
Postage	\$ 186.12		\$ 186.12	
Subscriptions			\$ -	
Audit and Legal			\$ -	
Insurance			\$ -	
Board Expenses			\$ -	
9. Software			\$ -	
10. Marketing/Communications			\$ -	
11. Staff Education and Training			\$ -	
12. Subcontracts/Agreements			\$ -	
13. Other (specific details mandatory):			\$ -	
Information Systems (indirect)		\$ 409.09	\$ 409.09	Indirect costs: Information systems (3% of total direct budget); human resources (2% of total direct budget); general administration (2% of total direct budget); payroll & accounting (3% of total direct budget)
Human Resources (indirect)		\$ 272.73	\$ 272.73	
General Administration (indirect)		\$ 272.73	\$ 272.73	
Payroll & Accounting (indirect)		\$ 409.09	\$ 409.09	
TOTAL	\$ 13,636.36	\$ 1,363.64	\$ 15,000.00	

Indirect As A Percent of Direct

10.0%

Contractor Initials: SL

Date: 12/10/2015



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



**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

gn

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:

12/10/15
Date

Stewart Landers
Name: STEWART LANDERS
Title: DIRECTOR, HEALTH SERVICES, BOSTON OFFICE

Exhibit G

Contractor Initials

SL

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext. 4517
Fax: 603-271-4519 TDD Access: 1-800-735-2964



July 25, 2014

G&C Approved

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

Date 9-3-14
Item # 18

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with JSI Research & Training Institute, Inc., Vendor #161611-B001, 44 Farnsworth Street, Boston, MA 02210, in an amount not to exceed \$25,162, for the provision of the operation and maintenance of the Family Planning Data System, to be effective July 1, 2014, or date of Governor and Council approval, whichever is later, through February 29, 2016.

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

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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90080004	15,097
SFY 2016	102-500731	Contracts for Prog Svc	90080004	10,065
		Total		\$25,162

EXPLANATION

The Department of Health and Human Services recommends a **sole source** agreement with JSI Research & Training Institute, Inc. because they developed a Family Planning Data System customized to meet the specific federal Title X data requirements. This Data System has been utilized and funded directly by the US Department of Health and Human Services, Office of Population Affairs for Region I Grantees for the past 13 years. In 2013, the Office of Population Affairs decided to shift the financial responsibility for the data collection directly to the grantee States, requiring all grantees to plan for this cost in their budgets. The Region I grantees decided to continue to collectively fund JSI Research & Training Institute for data collection in order to move forward with the most cost effective

and efficient means to continue to meet family planning contractual obligations. To procure a new vendor to provide a customized data system would be cost and time prohibitive.

The Data System provides ongoing operation of the Family Planning Data System that consists of project management, system availability and maintenance, technical support, data analysis, system operations, customer service, and report generation.

The Data System application provides important annual and quarterly data reports to the Family Planning Title X Program. Data collected for these reports consists of numbers of family planning users by age and gender; race and ethnicity; income levels; insurance coverage status; English proficiency; contraceptive method; cancer screening; STD/HIV screenings, and related data. On a monthly basis, Family Planning contract agencies submit family planning encounter records to JSI Research and Training Institute, Inc. for processing. These data reports are used by the federal Title X grantee to evaluate the Family Planning contract agencies utilization throughout the contract period. At the conclusion of each calendar year, JSI Research & Training Institute, Inc. initiates a process to create cumulative Family Planning Contract agency reports for all participating federal Title X grantees, as well as subset reports of the participating sites within each Family Planning contract agency region. Reports are created and validated, then distributed to federal Title X grantee report users. This data report is used to create a federally required Title X Family Planning Annual Report, which is submitted to the Office of Population Affairs. The Office of Population Affairs uses this report to inform future federal funding allocations.

Should Governor and Executive Council not authorize this request; the New Hampshire Title X Family Planning Program will be out of grant compliance with the Department of Health and Human Services' Office of Population Affairs, Title X Family Planning Program, which will put federal dollars at risk.

The Agreement has the option to extend for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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

- Assure the timely availability of Family Planning Data System application generated reports as well as their accuracy.
- Assure Family Planning Data System application technical support services will be available 7 AM to 7 PM, seven days a week to provide application and database maintenance, enhancement requests, and special requests.

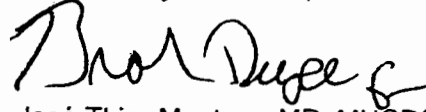
Area served: The State of New Hampshire, less the geographic areas of Cheshire and Rockingham Counties, and the towns of Lebanon and Claremont. Planned Parenthood of Northern New England is responsible to serve those areas and for submitting the data sets.

Source of Funds: 100% Federal Funds US Department of Health and Human Services, Office of Population Affairs, Title X Family Planning.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
July 25, 2014
Page 3

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by



Nicholas A. Toumpas
Commissioner



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

Peter C. Hastings
Commissioner

June 10, 2014

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with JSI Research and Training Institute, Inc. of Boston, MA as described below and referenced as DoIT No. 2014-162.

This is a request to enter into a contract for the operation and maintenance of the Division of Public Health Services, Bureau of Population and Community Services Family Planning Data System. The services consist of project management, system availability and maintenance, technical support, data analysis, system operations, customer service, and report generations. Funding for this contract shall not exceed \$25,162.00 and commences on the date of Governor and Executive Council approval and extends through February 29, 2016. The contract shall become effective upon Governor and Executive Council approval.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings
Commissioner

PCH/itm
2014-162

cc: Martha Wells, DHHS
Leslie Mason, DoIT

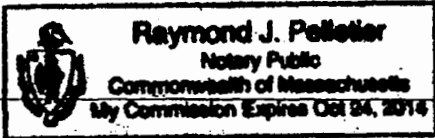
Subject: Family Planning Data System

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name JSI Research & Training Institute, Inc		1.4 Contractor Address 44 Farnsworth Street Boston, Massachusetts 02210	
1.5 Contractor Phone Number 617-385-3764	1.6 Account Number 05-95-90-902010-5530-102-500731	1.7 Completion Date 02/29/2016	1.8 Price Limitation \$25,162
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature <i>Stewart Landers</i>		1.12 Name and Title of Contractor Signatory Stewart Landers Director of Health Services	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>6/2/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Raymond J. Pelletier</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Raymond J. Pelletier Notary Public			
1.14 State Agency Signature <i>Brook Dupee</i>		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
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) By: <i>Meghan A. Yapple</i> On: <u>7/31/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: SA
Date: 6/2/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

The Department desires to continue the relationship with JSI Research & Training, Inc., (JSI), for the ongoing operation and maintenance of the Family Planning Data System (FPDS). The FPDS operation consists of ongoing operation of the Family Planning Data System that consists of project management, system availability and maintenance, technical support, system operations, customer service, and report generation. JSI uses direct staff for the majority of system operations but also uses third party consultants and subcontractors for technical support and system operations.

I. General Provisions

A. Project Management

The project manager ensures the consistent and timely management of all activities across multiple organizations and is responsible for the following activities:

1. Data Committee Meetings

The Data Committee consists of leadership from each of the ten Family Planning (10) grantees across the New England region as well as the Regional Consultant from the Title X office. The Data Committee meets once every two months or more frequently as required.

2. Vendor management

The project requires the services of a third party vendor (RackSpace, Inc.) and one consultant that provide ongoing services for the technical and operational support of the system. The project manager is responsible for managing the contracts and performance of these vendors.

3. Staff management

Four JSI staff is assigned to the project on a part-time basis ranging from .03 to .64 FTE each. The project manager is responsible for ongoing work assignments and performance reviews of these staff.

B. System Availability and Maintenance

The third party vendor, RackSpace, Inc., is responsible for the hosting and maintenance of the computer environment that provides the Family Planning Data System application. The hosted environment is available for general system usage by the user community (7AM to 7PM, seven day a week) as well as continuous availability to the project technical staff 24x7. Key features of this service include:

1. Maintain a secure data center with HVAC, redundant power and network configurations, fire detection and suppression and security.
2. Maintain web/application, database, report and test servers using Microsoft 2008 Server operating system and Microsoft SQL Server 2008 database.
3. Maintain secure firewall configuration to prevent unauthorized access to servers.
4. Ongoing daily incremental and weekly full backup of database and application.



Exhibit A

5. System monitoring ensuring uptime and general availability.
6. Software maintenance including software patches and upgrades for all system applications and operating system.
7. Contractor will certify that they meet all applicable laws that govern their data access, maintenance, use and disclosure.

C. Technical Support

A JSI technical resource will provide primary-level technical support. A third party consultant will serve as the secondary resource for technical support services associated with the FPDS application. The FPDS application is generally available 7AM to 7PM, seven days a week. Key features of technical support services provided include:

1. Application and database maintenance. The FPDS application and Microsoft SQL Server database will require review and maintenance to ensure general availability and performance.
2. Enhancement requests. As requested by the data committee and as the budget allows, occasional enhancement requests will be implemented to improve the scope and quality of services offered through the FPDS application.
3. Special requests. System users can periodically submit special requests for access to data, to modify system configurations, or to investigate anomalies in how the system provides data collection, data analysis, and reporting services. Technical staff will investigate these requests and provide feedback to the clients to meet their requirements.

D. Operations

The FPDS application will be generally available to system users from 7AM to 7PM on a daily basis. During this time, system users submit data to the system and also request data from the system in the form of ad-hoc queries, standard report and custom report requests.

1. Managing system access. JSI is responsible for managing access to the system through a grantee/project/site/user configuration that ensures secure and appropriate access to the application and associated data.
2. Internet-based data entry. On a monthly basis, family planning sites submit family planning encounter records for processing. Operations staff will ensure site availability and performance for all Internet-based data entry users.
3. PM export file processing. On a monthly basis, agencies submit family planning encounter records from a batch file extracts from their practice management and electronic medical records systems. Operation staff will ensure the timely and accurate processing of these files.
4. Managing data requests. Periodically, system users request assistance with data analysis and reporting needs that is beyond the requestor's skill level or beyond the established capabilities of the FPDS application. JSI Operation staff will process these requests and provide reports and other information on a best effort basis.



Exhibit A

E. Customer Service

JSI will maintain a customer service help desk that consists of a help line (617) 385-3993 and an email service (fpdshelpdesk@jsi.com). The help desk serves as the primary point of contact for system users. The help desk is available from 8AM to 5PM on a daily basis and provides 4-hour response to user inquiries.

F. Training

JSI provides training to system users when new sites are added to the system, as required to support system enhancements, or an "as requested" basis. User based training includes:

1. File extract creation and processing. JSI will provide training on the creation of batch file extracts of family planning encounter records from agency practice management or electronic medical record systems. The extract files are submitted to the Family Planning Data System on a monthly basis.
2. Reporting and data analysis. JSI will provide training on the availability, creation and usage of reports. Reports are available via the suite of standard, non-standard, basic ad-hoc query, and enhanced ad-hoc query data analysis and reporting tools.

G. Report Generation

The FPDS application produces a variety of reports on an ongoing basis. JSI staff ensures the timely availability of these reports as well as their accuracy. Ongoing report availability and distribution includes:

1. Quarterly report generation. At the conclusion of each calendar quarter, JSI will create reports NH DHHS grantee, as well as any subset of the participating sites in the region. Reports are created and validated then distributed via CD to report users.
2. Family Planning Annual Report. On an annual basis, JSI will initiate the process to create the annual data reports for all grantees including NH DHHS. The reports are created for submission to the Office of Family Planning. Reports are created and validated, then distributed via DC to report users. The process involves distribution of reports to ten (10) grantees in Region I of the Title X program (New England States).
3. Special Requests. Upon specific needs, JSI will receive periodic requests for data analysis and report generation in support of grantee.



Exhibit B

Method and Conditions Precedent to Payment

1) Funding Sources:

- a. \$25,162 = 100% federal funds from the DHHS OFFICE OF POPULATION AFFAIRS - TITLE X FAMILY PLANNING, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016063.

2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

a. Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

b. The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3) The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1 – SFY 2015 and SFY 2016 Budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.

4) This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.

5) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials SR



Exhibit B

- 6) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 7) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
- 8) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 (2015)

Budget

New Hampshire Department of Health and Human Services

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

Budget Request for: Family Planning Data System

(Name of RFP)

Budget Period: SFY 2015 (07/01/14 - 06/30/15)

Line Item	Direct Budgeted	Indirect Budget	Total	Allocation Method for Indirect Cost Base
1. Total Salary/Wages	\$ 7,005.53		\$ 7,005.53	
2. Employee Benefits	\$ 2,662.10		\$ 2,662.10	
3. Consultants	\$ 120.00		\$ 120.00	
4. Equipment:	\$ -		\$ -	
Rental	\$ 2,550.00		\$ 2,550.00	
Repair and Maintenance	\$ -		\$ -	
Purchase/Depreciation	\$ -		\$ -	
5. Supplies:	\$ -		\$ -	
Educational	\$ -		\$ -	
Lab	\$ -		\$ -	
Pharmacy	\$ -		\$ -	
Medical	\$ -		\$ -	
Office	\$ 350.08		\$ 350.08	
6. Travel			\$ -	
7. Occupancy	\$ 700.55		\$ 700.55	
8. Current Expenses	\$ -		\$ -	
Telephone	\$ 168.13		\$ 168.13	
Postage	\$ 168.13		\$ 168.13	
Subscriptions			\$ -	
Audit and Legal			\$ -	
Insurance			\$ -	
Board Expenses			\$ -	
9. Software			\$ -	
10. Marketing/Communications			\$ -	
11. Staff Education and Training			\$ -	
12. Subcontracts/Agreements			\$ -	
13. Other (specific details mandatory):			\$ -	
Information Systems (indirect)		\$ 411.74	\$ 411.74	Indirect costs: Information systems (3% of total direct budget); human resources (2% of total direct budget); general administration (2% of total direct budget); payroll & accounting (3% of total direct budget)
Human Resources (indirect)		\$ 274.49	\$ 274.49	
General Administration (indirect)		\$ 274.49	\$ 274.49	
Payroll & Accounting (indirect)		\$ 411.74	\$ 411.74	
TOTAL	\$ 13,724.53	\$ 1,372.47	\$ 15,097.00	

Indirect As A Percent of Direct

10.0%

Contractor Initials:

Date:

Exhibit B-1 (2016)

Budget

New Hampshire Department of Health and Human Services

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

Budget Request for: Family Planning Data System

(Name of RFP)

Budget Period: SFY 2016 (07/01/15 - 02/29/16)

Item	Amount	Indirect	Total
1. Total Salary/Wages	\$ 4,670.35		\$ 4,670.35
2. Employee Benefits	\$ 1,774.73		\$ 1,774.73
3. Consultants	\$ 80.00		\$ 80.00
4. Equipment:	\$ -		\$ -
Rental	\$ 1,700.00		\$ 1,700.00
Repair and Maintenance	\$ -		\$ -
Purchase/Depreciation	\$ -		\$ -
5. Supplies:	\$ -		\$ -
Educational	\$ -		\$ -
Lab	\$ -		\$ -
Pharmacy	\$ -		\$ -
Medical	\$ -		\$ -
Office	\$ 233.72		\$ 233.72
6. Travel			\$ -
7. Occupancy	\$ 467.04		\$ 467.04
8. Current Expenses	\$ -		\$ -
Telephone	\$ 112.09		\$ 112.09
Postage	\$ 112.09		\$ 112.09
Subscriptions			\$ -
Audit and Legal			\$ -
Insurance			\$ -
Board Expenses			\$ -
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training			\$ -
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Information Systems (indirect)		\$ 274.49	\$ 274.49
Human Resources (indirect)		\$ 183.00	\$ 183.00
General Administration (indirect)		\$ 183.00	\$ 183.00
Payroll & Accounting (indirect)		\$ 274.50	\$ 274.50
TOTAL	\$ 9,150.01	\$ 914.99	\$ 10,065.00

Indirect costs: Information systems (3% of total direct budget); human resources (2% of total direct budget); general administration (2% of total direct budget); payroll & accounting (3% of total direct budget)

Indirect As A Percent of Direct

10.0%

Contractor Initials: 82

Date: 6/2/14



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

- ~~3. Extension:~~

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

4. Insurance
Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:
 - 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence, and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

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

Contractor Name: JSI Research & Training Institute, Inc.

6/2/14
Date

Stewart Landers
Name: Stewart Landers
Title: Director of Health Services



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.

6/2/14
Date

Stewart Landers
Name: Stewart Landers
Title: Director of Health Services



**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 Order 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 (1)(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.

6/2/14
Date

Stewart Landers
Name: Stewart Landers
Title: Director of Health Services



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Name: JSI Research & Training Institute, Inc.

6/2/14
Date

Stewart Sanders
Name: Stewart Sanders
Title: Director of Health Services



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.

6/2/14
Date

Stewart Landers
Name: Stewart Landers
Title: Director of Health Services



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

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

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Svcs
The State

JSI Research & Training Institute, Inc.
Name of the Contractor

Brook Dupee
Signature of Authorized Representative

Stewart Landers
Signature of Authorized Representative

Brook Dupee
Name of Authorized Representative

Stewart Landers
Name of Authorized Representative

Bureau Chief
Title of Authorized Representative

Director of Health Services
Title of Authorized Representative

7-28-14
Date

6/2/14
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.

6/2/14
Date

Stewart Sanders
Name: Stewart Sanders
Title: Director of Health Services



FORM A

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

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

 NO X YES

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

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

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

 NO X YES

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

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

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

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