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Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

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October 29, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with JSI Research and Training Institute, Inc., d/b/a Community Health Institute (Vendor #161611-B001), 501 South Street, Bow, NH 03304 to conduct a statewide primary care needs assessment in an amount not to exceed \$63,760 effective upon Governor and Executive Council approval, through June 30, 2020. 100% General Funds.

Funds are available in the following account for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budget.

**05-95-90-901010-79650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH AND PRIMARY CARE**

Fiscal Year	Class/Account	Class Title	Job Number	Amount
2019	102-500731	Contracts for Program Services	90072009	\$31,880.00
2020	102-500731	Contracts for Program Services	90072009	\$31,880.00
			<b>Total</b>	<b>\$63,760.00</b>

**EXPLANATION**

The purpose of this agreement is to complete work required by the United States Department of Health and Human Services, Health Resources and Services Administration, Bureau of Health Workforce, Division of Policy and Shortage Designation.

There are four (4) key areas of focus for this contract: 1) identifying areas in the state that meet the federal criteria for Health Professional Shortage Areas, Mental Health Professional Shortage Areas, Dental Health Professional Shortage Areas, Medically Underserved Areas/Populations and Governor's Exceptional Medically Underserved Population Areas; 2) organizing and prioritizing the designation and re-designation process and preparation of shortage designation applications for review and signature

by Department staff; 3) assisting with the development and implementation of the Health Professions Data Center, which will capture the supply and capacity of licensed healthcare providers in the state; and 4) conducting an overall primary care needs assessment annually, that will include identifying geographic areas and populations at the Regional Public Health Network and Integrated Delivery Network levels.

The identification and processing of shortage designations benefits communities, statewide, that experience barriers to accessing primary care services. Being designated as a Health Professional Shortage Area assists with determining eligibility for a number of federal and state programs designed to recruit and retain providers in underserved areas, including the National Health Service Corps and the Conrad State 30 Program. Additionally, Medicare distributes bonus payments to primary care physicians and psychiatrists who practice in designated Health Professional Shortage Areas. Health Professional Shortage Area designations may encourage health professionals to continue working in rural areas to ensure equitable access to health care to all populations, including individuals who are low income, uninsured and/or Medicaid/Medicare eligible.

The Medically Underserved Area/Population designation is used as a basis for awarding grants to Federally Qualified Health Centers.

A variety of grants and other federal and state programs with funding opportunities, including the State Loan Repayment Program, use these designations to target resources to areas of need. Collecting primary care workforce data will support an analysis of primary care capacity that could lead to shortage designations and strengthen recruitment/retention initiatives including the New Hampshire State Loan Repayment Program. Health workforce data will help target finite public resources, inform the expansion of educational programs and employment training programs, and help New Hampshire prepare for, and respond to, emergency situations. This work aligns with the Department and legislative objectives because it supports the healthcare workforce programs needed to increase workforce supply and decrease barriers to care for all residents.

JSI Research and Training Institute, Inc., d/b/a Community Health Institute was selected through a competitive bid process. A Request for Proposals was posted to The Department of Health and Human Services' Website from April 9, 2018 through May 14, 2018. The Department received three (3) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals. Bid Summary attached.

As referenced in the Request for Proposals and in the Exhibit C-1 Revisions to General Provisions of this contract; the Department reserves the right to extend the Agreement 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 following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Annual updates are performed on the statewide primary care needs assessment by the federal deadline.
- Shortage designations and re-designations are completed by the federal deadline.
- Analysis of demographic data and renewal dates determining other areas for shortage designation or re-designation are provided to the Department throughout the contract period.

- Recurrent health professional workforce surveys for the Health Professions Workforce Data Center are developed and submitted to the Department throughout the contract period.
- Accurate Health Professions Workforce Data Center data is uploaded into the Shortage Designation Management System by the federal deadline.

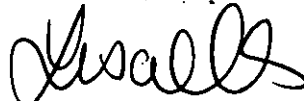
Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state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

Should the Governor and Executive Council not authorize this request, the Department may not have the ability to identify areas in the state where there are shortages of primary care providers or be able to collect information on whether the population can access primary care services, which could result in individuals not having access to necessary healthcare services.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,



Lisa Morris, MSSW  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner



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

**New Hampshire Health Workforce and  
Primary Care Access Data**

**RFP-2019-DPHS-08-PRIMA**

**RFP Name**

**RFP Number**

**Reviewer Names**

**Bidder Name**

1. FTI Consulting, Inc.
2. Germane Solutions
3. JSI Research & Training Institute, Inc.

Pass/Fail	Maximum Points	Actual Points
	175	80
	175	100
	175	164

1. Danielle Weiss, Primary Care  
Workforce Program Manager
2. Alisa Druzba, Administrator I, Hlth  
Mgt ofc, Policy & Perf
3. Alia Hayes, Rural Health Manager  
DPHS
4. Ellen Chase-Lucard, Financial  
Admin, Policy & Perf
5. Amy Berquist, Financial  
Administrator II, DPHS
6. \_\_\_\_\_

Subject: Health Workforce and Primary Care Access Data (RFP-2019-DPHS-08-PRIMA-01)


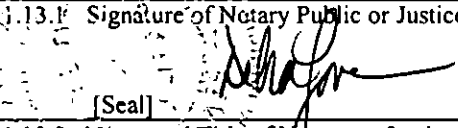
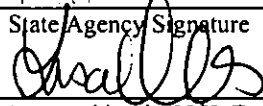
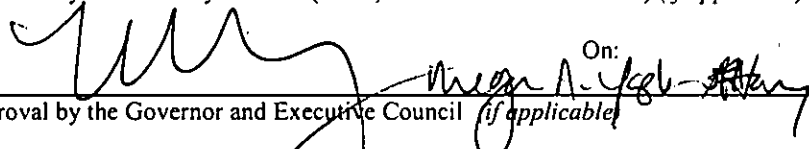
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute, Inc. d/b/a Community Health Institute		1.4 Contractor Address 501 South Street Bow, NH 03304	
1.5 Contractor Phone Number 603-573-3300	1.6 Account Number 05-95-90-901010-79650000-102-500731	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$63,760
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Stewart, Regional Director	
1.13 Acknowledgement: State of New Hampshire, County of Merrimack On October 26, 2018, 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 			
1.13.2 Name and Title of Notary or Justice of the Peace DEBRA L. LOVE, Notary Public My Commission Expires September 5, 2023			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
Date: 10/30/18			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/7/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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





## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

### 2. Scope of Work

- 2.1. The Contractor shall conduct an overall statewide primary care assessment that identifies communities with the greatest unmet health care needs, disparities, and health workforce shortages, and also identifies key barriers to access to health care in these communities. The overall needs assessment will include identifying geographic areas and populations at county and sub-county levels that:
  - 2.1.1. Lack access to preventive and primary care services;
  - 2.1.2. Experience shortages of primary care, mental health, and dental providers;
  - 2.1.3. Experience key barriers to access to health care (i.e. waiting time, travel time);
  - 2.1.4. Demonstrate the highest need for health services (using indicators of poverty, infant mortality, low-birth weight, life expectancy, percent or number unserved and underserved and designation as a MUA/MUP or HPSA).
- 2.2. The Contractor shall conduct a meeting with Department staff to discuss the specific analytic aspects of the needs assessment which shall include, but is not limited to:
  - 2.2.1. Range of available data;
  - 2.2.2. The level of geographic detail required;
  - 2.2.3. Statistical approaches to be employed; and
  - 2.2.4. Definitions to be used.
- 2.3. The Contractor shall extract Medicaid and other payer data from APCD via developed queries and data extract protocols.



- 2.4. The Contractor shall collect and analyze health data and other relevant information, as part of the needs assessment, by utilizing and merging data from electronic application systems and other surveys, including but not limited to:
  - 2.4.1. Uniform Data System (UDS)
  - 2.4.2. All Payor Claims Database (APCD)
  - 2.4.3. Behavioral Risk Factor Surveillance System (BRFSS)
  - 2.4.4. Hospital Discharge data
  - 2.4.5. WISDOM (DPHS Information Technology system to store and analyze public health data)
  - 2.4.6. American Community Survey (ACS)
  - 2.4.7. Vital records
  - 2.4.8. Targeted-area surveys.
- 2.5. The Contractor shall consult with RHPC to coordinate and prioritize new shortage area designation and re-designation requests. The Contractor shall:
  - 2.5.1. Provide information, assistance or updates to interested parties in areas under review for shortage designations.
  - 2.5.2. Notify all known interested parties following the HPSA/MUA/MUP determined designation.
  - 2.5.3. Be available for follow-up questions or inquiries regarding a completed shortage designation application.
  - 2.5.4. Evaluate population to provider ratio and high need indicators within potential shortage designation areas using available electronic application systems, HPDC provider data, and targeted-area surveys
  - 2.5.5. Prepare all necessary documentation, using the HRSA Shortage Designation Management System (SDMS), to support designation and re-designation requests to HRSA, for approval by, and signature of, the Primary Care Office director or designee.
  - 2.5.6. Submit all data and FTEs associated with an update cycle prior to the cycle opening date determined by the SDB.
- 2.6. The Contractor shall assist with provider workforce survey development, data cleaning and analysis for the PCO's Health Professions Data Center.
- 2.7. The Contractor shall work with the Department and the New Hampshire health professions licensing boards, as appropriate, to develop recurrent health workforce surveys of licensed, primary care providers in New Hampshire.



- 2.8. The Contractor shall enter and utilize survey data in SDMS, along with other integrated data sources (i.e. APCD, targeted-area surveys) to accurately evaluate shortage designation applications and identify and assess areas of the state eligible for federal shortage designation.
- 2.9. The Contractor shall produce colored GIS-type maps that are compatible with Microsoft and PDF formats, noting shortage areas, at the town level; and list towns, hospitals, health centers and other health facilities within each type of shortage area.
- 2.10. The Contractor shall develop a web-based user interface of maps indicating shortage designations, access pattern and capacity within the state for those interested in exploring designation and for public consumption. The Contractor shall:
  - 2.10.1. Design the interface to include multi-layer maps to visualize natural access patterns for primary care and related preventive services, including but not limited to:
    - 2.10.1.1. Integrated Delivery Network Region,
    - 2.10.1.2. Public health network region,
    - 2.10.1.3. Health center name and score,
    - 2.10.1.4. Drive time, and
    - 2.10.1.5. Population to provider ratio.
- 2.11. The Contractor shall host map links and content on the RHPC site externally.
- 2.12. The Contractor shall assist the Department with annual health professions issue briefs (i.e. by planning, reviewing, etc.) that summarize the findings of the work.
- 2.13. The Contractor shall design RHPC logos and other branding materials, as requested and shall participate in other health workforce activities as determined in conjunction with the Department.

### 3. Project Management

- 3.1. The Contractor shall conduct a "project kick-off meeting" or tele-conference with Department staff within thirty (30) days of the contract effective date to:
  - 3.1.1. Review and clearly define the goals, objectives and milestones; revise the Work Plan as needed; and to resolve any questions or issues regarding the Work Plan.
  - 3.1.2. Ensure the Work Plan outlines the required activities and includes a timeline with clearly identified target dates for each activity.
- 3.2. The Contractor shall utilize the Work Plan to assure progress towards meeting the performance measures and the overall program objectives and goals.

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#### 4. Staffing

- 4.1. The Contractor shall maintain a level of staffing necessary to perform and carry out all functions, requirements, roles and duties to perform all required services.

#### 5. Meetings and Trainings

- 5.1. The Contractor shall attend at a minimum; one (1) in-person meeting at the DHHS Offices annually with DHHS staff and the Executive Directors of the Integrated Delivery Networks to present summaries of the overall needs assessment performed under this contract and receive information from the Integrate Delivery Networks regarding the overall needs assessment.
- 5.2. The Contractor shall participate in monthly conference calls to review activities, interventions, and progress.
- 5.3. The Contractor shall attend meetings with representatives from the Department and/or other state officials to report on program progress.
- 5.4. The Contractor shall ensure all Contractor staff has appropriate training, education, experience and orientation; including training in information security and confidentiality safeguards according to state rules and state and federal laws, to fulfill the requirements of the positions they hold and shall verify and document meeting this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for Department inspection.

#### 6. Reporting

- 6.1. The Contractor shall provide written progress reports to the Department upon request throughout the contract period as well as at the end of the contract period in a format requested by the Department. The report shall include, but is not limited to:
  - 6.1.1. Work completed since the prior report;
  - 6.1.2. Progress on tasks/deliverables still in process;
  - 6.1.3. Barriers preventing completion of tasks/deliverables and how to overcome those barriers; and
  - 6.1.4. Outstanding items and any issues/barriers that may cause future issues.
- 6.2. On a quarterly basis, or at intervals specified by Department, the Contractor shall report on Work Plan progress towards meeting performance measures and overall program goals and objectives to demonstrate the required services are being met.



## 7. Performance Indicators/Measures

- 7.1. The Contractor shall ensure the following performance measures are achieved annually and monitored quarterly to measure the effectiveness of the agreement:
  - 7.1.1. Annual updates performed on the statewide primary care needs assessment by the federal deadline.
  - 7.1.2. Shortage designations and re-designations completed by the federal deadline.
  - 7.1.3. Analysis of demographic data and renewal dates determining other areas for shortage designation or re-designation provided to the Department throughout the contract period.
  - 7.1.4. Recurrent health professional workforce surveys for the Health Professions Workforce Data Center developed and submitted to the Department throughout the contract period.
  - 7.1.5. Accurate Health Professions Workforce Data Center data uploaded into the Shortage Designation Management System by the federal deadline.

## 8. Work Plan and Deliverables

- 8.1. The Contractor shall provide a Work Plan to the Department for each SFY of the Contract that outlines the required services and the plan for meeting the performance measures in Section 7, as well as the overall program objectives and goals. The Work Plan shall include, but is not limited to:
  - 8.1.1. Baseline and targets;
  - 8.1.2. Activities including the person(s) responsible, timeline and target population;
- 8.2. The Contractor shall work with the Department to finalize the SFY 2019 Work Plan within thirty (30) days of the Contract effective date.
- 8.3. The Contractor shall develop and submit to the Department annually, a corrective action plan for any performance measure not achieved.



## Exhibit B

### Method and Conditions Precedent to Payment

- 1) The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37, General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2) This Contract is funded with State General Funds. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
- 3) Payment for said services shall be made monthly as follows:
  - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved budget line items in Exhibits B-1 and B-2 Budgets.
  - 2.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor shall keep records of their activities related to Department programs and services.
  - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice, and if sufficient funds are available. The Contractor shall keep detailed records of their activities related to DHHS-funded programs and services.
  - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Completion Date, Block 1.7 of the Form P-37, General Provisions.
  - 2.5. In lieu of hard copies, invoices may be assigned an electronic signature and emailed to [DPHScontractbilling@dhhs.nh.gov](mailto:DPHScontractbilling@dhhs.nh.gov), or invoices may be mailed to:  
  
Financial Administrator  
Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301
  - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 4) Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 5) Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

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

Budget Request for: Health Workforce and Primary Care Access Data

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 17,182.16	\$ -	\$ 17,182.16	\$ -	\$ -	\$ -	\$ 17,182.16	\$ -	\$ 17,182.16
2. Employee Benefits	\$ 6,521.62	\$ -	\$ 6,521.62	\$ -	\$ -	\$ -	\$ 6,521.62	\$ -	\$ 6,521.62
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 800.68	\$ -	\$ 800.68	\$ -	\$ -	\$ -	\$ 800.68	\$ -	\$ 800.68
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 1,029.73	\$ -	\$ 1,029.73	\$ -	\$ -	\$ -	\$ 1,029.73	\$ -	\$ 1,029.73
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,802.03	\$ -	\$ 1,802.03	\$ -	\$ -	\$ -	\$ 1,802.03	\$ -	\$ 1,802.03
8. Current Expenses:	\$ 1,458.78	\$ -	\$ 1,458.78	\$ -	\$ -	\$ -	\$ 1,458.78	\$ -	\$ 1,458.78
Telephone	\$ 120.00	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ 120.00	\$ -	\$ 120.00
Postage	\$ 10.00	\$ -	\$ 10.00	\$ -	\$ -	\$ -	\$ 10.00	\$ -	\$ 10.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 343.24	\$ -	\$ 343.24	\$ -	\$ -	\$ -	\$ 343.24	\$ -	\$ 343.24
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect	\$ -	\$ 2,831.76	\$ 2,831.76	\$ -	\$ -	\$ -	\$ -	\$ 2,831.76	\$ 2,831.76
<b>TOTAL</b>	<b>\$ 29,048.24</b>	<b>\$ 2,831.76</b>	<b>\$ 31,880.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29,048.24</b>	<b>\$ 2,831.76</b>	<b>\$ 31,880.00</b>

Indirect As A Percent of Direct

9.7%

Exhibit B-1 Budget

RFP-2019-DPHS-08-PRIMA

Contractor Initials

Date 10/26/18

Exhibit B-2 Budget

New Hampshire Department of Health and Human Services

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

Budget Request for: Health Workforce and Primary Care Access Data

Budget Period: July 1, 2019 - June 30, 2020 (SFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 17,162.16	\$ -	\$ 17,162.16	\$ -	\$ -	\$ -	\$ 17,162.16	\$ -	\$ 17,162.16
2. Employee Benefits	\$ 8,521.62	\$ -	\$ 8,521.62	\$ -	\$ -	\$ -	\$ 8,521.62	\$ -	\$ 8,521.62
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 600.68	\$ -	\$ 600.68	\$ -	\$ -	\$ -	\$ 600.68	\$ -	\$ 600.68
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 1,029.73	\$ -	\$ 1,029.73	\$ -	\$ -	\$ -	\$ 1,029.73	\$ -	\$ 1,029.73
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,802.03	\$ -	\$ 1,802.03	\$ -	\$ -	\$ -	\$ 1,802.03	\$ -	\$ 1,802.03
8. Current Expenses	\$ 1,458.78	\$ -	\$ 1,458.78	\$ -	\$ -	\$ -	\$ 1,458.78	\$ -	\$ 1,458.78
Telephone	\$ 120.00	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ 120.00	\$ -	\$ 120.00
Postage	\$ 10.00	\$ -	\$ 10.00	\$ -	\$ -	\$ -	\$ 10.00	\$ -	\$ 10.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 343.24	\$ -	\$ 343.24	\$ -	\$ -	\$ -	\$ 343.24	\$ -	\$ 343.24
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect	\$ -	\$ 2,831.76	\$ 2,831.76	\$ -	\$ -	\$ -	\$ -	\$ 2,831.76	\$ 2,831.76
<b>TOTAL</b>	<b>\$ 29,048.24</b>	<b>\$ 2,831.76</b>	<b>\$ 31,880.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29,048.24</b>	<b>\$ 2,831.76</b>	<b>\$ 31,880.00</b>

Indirect As A Percent of Direct

9.7%

Exhibit B-2 Budget

RFP-2019-OPHS-06-PRIMA

Contractor Initials

Date 10/26/18





**SPECIAL PROVISIONS**

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

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

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

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

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

A handwritten signature in black ink, appearing to be a stylized 'S' or similar character.

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

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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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



**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.

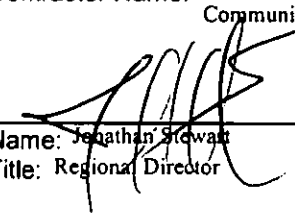
Place of Performance (street address, city, county, state, zip code) (list each location)

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

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

October 26, 2018

Date

  
Name: Jonathan Stewart  
Title: Regional Director





**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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


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

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

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

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

October 26, 2018  
Date

  
Name: Jonathan Stewart  
Title: Regional Director



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

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

Name: Jonathan Stewart  
Title: Regional Director

October 26, 2018  
Date

Contractor Initials JS  
Date 10/26/18



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

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

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

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

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

Exhibit G

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

Contractor Initials

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

October 26, 2018  
Date

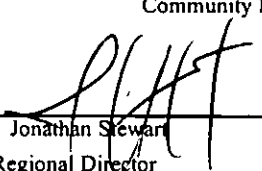
  
Name: Jonathan Stewart  
Title: Regional Director

Exhibit G

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

Contractor Initials





**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

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

October 26, 2018  
Date

  
Name: Jonathan Stewart  
Title: Regional Director



Exhibit I

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

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

(1) **Definitions.**

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

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



Exhibit I

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

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

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





Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

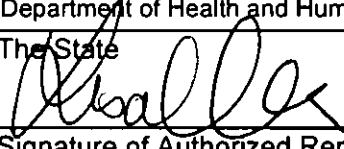
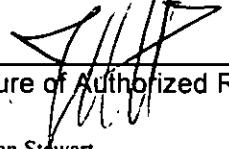
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Exhibit I

- 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 Services The State	JSI Research & Training Institute, Inc. d/b/a Community Health Institute
	Name of the Contractor
Signature of Authorized Representative	
LISA MORRIS	Jonathan Stewart
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	Regional Director
Title of Authorized Representative	Title of Authorized Representative
10/30/18	October 26, 2018
Date	Date



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

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

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

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

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

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

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

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

Name: Jonathan Stewart  
Title: Regional Director

October 26, 2018

Date



**FORM A**

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

1. The DUNS number for your entity is: 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: _____



A. Definitions

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

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

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

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



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

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

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

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



DHHS Information Security Requirements



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

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

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

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DHHS Information Security Requirements



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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

  4

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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



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

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

**VI. PERSONS TO CONTACT**

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

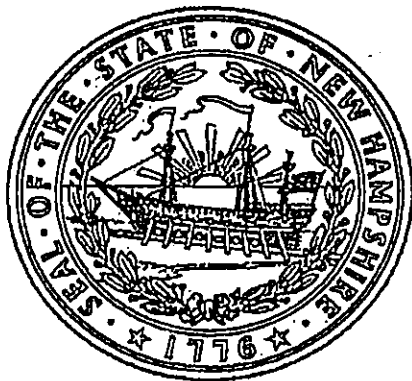
DHHSPrivacy.Officer@dhhs.nh.gov

**State of New Hampshire**  
**Department of State**

CERTIFICATE

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

Business ID: 739507



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of May A.D. 2017.

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

William M. Gardner  
Secretary of State

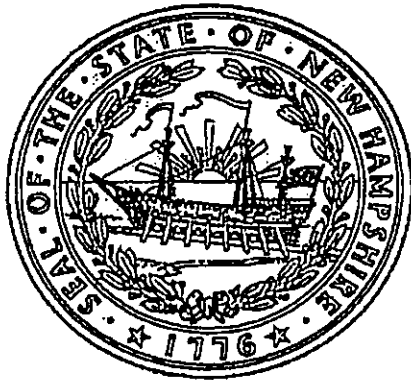


**State of New Hampshire  
Department of State**

**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 to transact business in New Hampshire on April 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 742096



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of May A.D. 2017.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

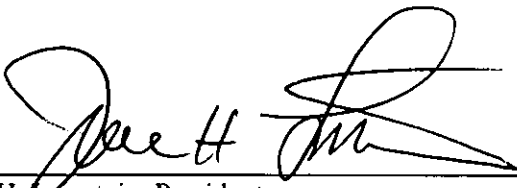
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

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

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

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of October 26, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute this 26th day of October, 2018.

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

STATE OF New Hampshire  
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2018 by Joel H. Lamstein.



  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
**COURTNEY A. CASTRO, Notary Public**  
My Commission Expires: November 8, 2022



JOHNSNO-01

DMEANEY

# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

**INSURED**

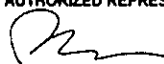
JSI d/b/a Community Health Institute  
501 South Street  
2nd Floor  
Bow, NH 03304

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYVD	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  GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: <b>Combined Agg \$10M</b>		35873320	09/09/2018	09/09/2019	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 - COM/POP AGG \$ Included
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73546634	09/09/2018	09/09/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		79861066	09/09/2018	09/09/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	09/09/2018	09/09/2019	<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
B	<b>ERRORS &amp; OMISSIONS</b>		82120859	11/09/2017	11/09/2018	EACH OCC/GEN AGG \$ 1,000,000
A	<b>Directors &amp; Officers</b>		81595534	11/09/2017	11/09/2018	EACH OCC/GEN AGG \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
It is understood and agreed that the State of NH Department of Health and Human Services is included as an additional insured as respects General Liability as required by written contract per the terms and conditions of the policy.

<b>CERTIFICATE HOLDER</b>  State of NH Department of Health and Human Services Brown Building 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

# JSI Research and Training

## Mission Statement

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

# Community Health Institute

## Mission Statement

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

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

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

**September 30, 2017**

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

**TABLE OF CONTENTS**

	<b>Page</b>
<b>Independent Auditor's Report</b> .....	1 - 3
<b>Financial Statements:</b>	
Consolidated Statement of Financial Position.....	4
Consolidated Statement of Activities.....	5
Consolidated Statement of Functional Expenses.....	6
Consolidated Statement of Cash Flows.....	7
Notes to Consolidated Financial Statements.....	8 - 22
<b>Supplementary Information:</b>	
Schedule of Expenditures of Federal Awards.....	23 - 34
Notes to Schedule of Expenditures of Federal Awards.....	35
<b>Other Reports:</b>	
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 <i>Government Auditing Standards</i> .....	36 - 37
Independent Auditor's Report on Compliance For Each Major Program and on Internal Control Over Compliance Required By the Uniform Guidance.....	38 - 40
Schedule of Findings and Questioned Costs.....	41
Status of Prior Year's Findings and Questioned Costs.....	42

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## INDEPENDENT AUDITOR'S REPORT

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

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

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

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

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

### **Auditor's Responsibility**

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

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



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

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

### **Opinion**

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

### **Other Matters**

#### *Other Information*

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

#### *Report on Summarized Comparative Information*

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

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

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

Handwritten signature of Thomas R. Jozga in black ink, with the initials "CR" to the right.

Duxbury, Massachusetts  
April 23, 2018

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

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

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

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

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

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

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

**Principles of Consolidation**

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

**Basis of Accounting**

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

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

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

**Use of Estimates**

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

**Fair Value**

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

**Cash and Cash Equivalents**

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

**Investments**

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

**Property and Equipment**

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

**Revenue Recognition**

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



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

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

**Revenue Recognition - continued**

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

**Contributions**

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

**Donated Materials and Services**

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

**Income Taxes**

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

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

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

**Functional Allocation of Expenses**

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

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

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

**Financial Statement Presentation**

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

**Prior Year Comparative Totals**

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

**Reclassification**

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

**NOTE 3 – CONCENTRATION OF CREDIT RISK**

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

**NOTE 4 – INVESTMENTS**

**Fair Value**

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

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

**NOTE 4 – INVESTMENTS - continued**

**Fair Value - continued**

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

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

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

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

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

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

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

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

**NOTE 5 – RECEIVABLES FOR PROGRAM WORK**

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

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

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

**NOTE 6 – LOANS RECEIVABLE – RELATED PARTY**

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

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

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

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

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

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

**NOTE 8 – OTHER ASSETS**

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

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

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

**NOTE 9 – ACCRUED VACATION**

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

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

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

**NOTE 10 – ADVANCES FOR PROGRAM WORK**

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

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

**NOTE 11 – LOANS PAYABLE – RELATED PARTY**

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

**NOTE 12 – NOTES PAYABLE**

Citizens Bank

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

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

**NOTE 12 – NOTES PAYABLE - continued**

John Snow, Inc.

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

**NOTE 13 – CONTINGENCIES**

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

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

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

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

**NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS**

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

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

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

**NOTE 15 – SURPLUS REVENUE RETENTION**

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

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



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

**NOTE 16 – COMMONWEALTH OF MASSACHUSETTS**

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

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

**NOTE 17 – RELATED PARTY TRANSACTIONS**

**John Snow, Inc.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Other**

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

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

**NOTE 18 – RETIREMENT PLANS**

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

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

**NOTE 19 – COMMITMENTS**

**Operating Leases**

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

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

**NOTE 19 – COMMITMENTS – continued**

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

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

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

**NOTE 20 – CONCENTRATION OF FUNDING**

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

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

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

**NOTE 21 – IN KIND PROJECT CONTRIBUTIONS**

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

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

**NOTE 21 – IN KIND PROJECT CONTRIBUTIONS - continued**

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

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

**NOTE 22 – SUBSEQUENT EVENTS**

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

## **Supplementary Information**

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

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



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

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

See notes to Schedule of Expenditures of Federal Awards.

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

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

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

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

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

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

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>				
<b>Pass-through Grant:</b>				
Passed through Arizona Family Health Partnership:				
37328 - AFHP CT Screening	17-JSI1	93.977	-	826
<b>Total - CFDA #93.977 - Sexually Transmitted Diseases (STD) Prevention and Control Grants</b>			-	826
<b>Pass-through Grants:</b>				
Passed through Tri-County Health Department:				
37106 - Tri-County Health Programming	Agreement @ 9-25-15	93.994	-	40
Passed through Global Evaluation & Applied Research Solutions, Inc.:				
37236 - MCH/SMS Retreat TA	APW/GEARS/10.7.16	93.994	-	2,546
<b>Total - CFDA #93.994 - Maternal &amp; Child Health Services Block Grant to the States</b>			-	2,586
<b>TOTAL - U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>			<b>\$ -</b>	<b>\$ 13,688,441</b>
 <b>U.S. DEPARTMENT OF HOMELAND SECURITY:</b>				
<b>Direct Grants:</b>				
United States Coast Guard -				
37076 - Nat'l. Life Jacket Wear Rate	3315FAN1502.05	97.012	\$ -	\$ (28,695)
37196 - Nat'l. Estimate of Life Jacket Wear Rate	3316FAN160206	97.012	8,474	104,533
37302 - Nat'l. Estimate of Life Jacket Wear Rate	3317FAN170210	97.012	8,237	161,946
<b>Total CFDA #97.012 - Boating Safety Financial Assistance</b>			16,711	237,784
<b>TOTAL - U.S. DEPARTMENT OF HOMELAND SECURITY</b>			<b>\$ 16,711</b>	<b>\$ 237,784</b>



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

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

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

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

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

**NOTE 1 – BASIS OF PRESENTATION**

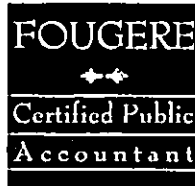
The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of JSI Research and Training Institute, Inc. under programs of the federal government for the year ended September 30, 2017. The information in this Schedule is presented in accordance with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

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

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

**NOTE 3 – INDIRECT COST RATE**

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



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

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

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

**Internal Control Over Financial Reporting**

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

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

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

#### **Compliance and Other Matters**

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

#### **Purpose of this Report**

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

Handwritten signature of Thomas R. George, CPA. The signature is written in black ink and includes the initials "CPA" at the end.

Duxbury, Massachusetts  
April 23, 2018

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



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

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

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

**Report on Compliance for Each Major Federal Program**

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

***Management's Responsibility***

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

***Auditor's Responsibility***

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

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

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

#### ***Opinion on Each Major Federal Program***

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

#### **Report on Internal Control Over Compliance**


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

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

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

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

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

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

Duxbury, Massachusetts  
April 23, 2018



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

**SECTION I - Summary of Auditors' Results:**

***Financial Statements***

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

Internal control over financial reporting:

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

Noncompliance material to the financial statements noted? No

***Federal Awards***

Internal control over major programs:

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

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

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

- Identification of major programs: USAID Foreign Assistance for for Programs Overseas CFDA #98.001  
  
The U.S. President's Emergency Plan for AIDS Relief Programs CFDA #19.029

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

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

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## **STATUS OF PRIOR YEAR'S FINDINGS AND QUESTIONED COSTS**

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



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Wharton School at University of Pennsylvania

# ERIC TURER

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eturer@jsi.com

## EDUCATION

UNION COLLEGE, SCHENECTADY, NEW YORK

*M.B.A., Health Care Administration, 1989*

*B.S., Biology, 1989 (Five-year combined degree)*

## EXPERIENCE

**JSI/Community Health Institute, Bow, New Hampshire**

*Senior Consultant, June 1994 to present*

Mr. Turer is an experienced project director, a skilled analyst, and an expert in issues pertaining to access to care for underserved populations, including rural health care delivery systems, community health centers, integrated delivery systems, and workforce adequacy. He has worked at all levels of the medical care system, with a particular focus on safety net providers and primary care access. His clients range from the key federal and state agencies responsible for medical access nationally, to individual providers and community organizations in underserved areas throughout the country. His projects cover a wide variety of services including policy development and impact analysis, community-based planning, health care needs assessment, program evaluation, operational improvement, and health services research. He possesses a strong mix of quantitative skills, including database analysis and design, statistical analysis, data visualization, GIS (mapping), survey research, and pro-forma modeling, complimented by extensive experience using qualitative data collection methods. A sample of his key projects includes:

**NH Department of Health and Human Services, Office of Rural Health & Primary Care; Concord, NH**

*(1999 to present)*

Project Director for a long running series of contracts to support functions of the NH Primary Care Office. Mr. Turer has provided technical assistance on a wide variety of rural health issues and initiatives in the state for over a decade. Roles include evaluating and processing all New Hampshire applications for federal provider shortage designations, which includes gathering and analyzing all provider data in the state. Mr. Turer also served the lead analyst and author of the NH Rural Health Analysis; a comprehensive study of available state data designed to highlight and quantify rural health disparities in the state. Mr. Turer also worked with the NH Board of Medicine and the Governor's office to implement the first statewide survey of physicians to better estimate provider capacity and community-level access. JSI's current contract expands our role to include development and analysis of ongoing electronic provider licensing surveys for Physicians and Physician Assistants, and development of a statewide Primary Care Assessment focusing on areas facing various types of barriers to accessing primary care services, and direct analysis of the state's All Payer claims data base (CHIS) for capacity analysis. With the advent of the SDMS system for designation, JSI is now tasked with integrating all sources of provider data to provide comprehensive primary care provider data covering all areas of the state.

**MA Department of Public Health; Primary Care Office; Boston, MA**

*(2012 to present)*

Project Director for a statewide effort to support the MA Primary Care Office in evaluating, obtaining, and maintaining primary care access designations (HPSA & MUA/P). In addition to gathering and organizing provider licensure data, Mr. Turer worked directly with the state Medicaid office to develop queries to permit Medicaid capacity to be evaluated using primary care, dental, and psychiatry claims. JSI has developed the query logic and CPT coding groups, and integrated the results with the CMS National Provider Identifier (NPI) file to extract the claims of interest. The results were geocoded and incorporated into an integrated GIS-based project to rapidly assess designation potential. JSI is also assisting in developing a statewide plan for workforce needs assessment and capacity analysis as a means of proactively monitoring access and identifying gaps. An integrated GIS project, combining the population, provider, claims, and federal program data, was developed for this work, and a copy was delivered to the MA DPH for use internally. This data is now being used to develop a comprehensive analysis of provider information in the state for the SDMS designation system at the Bureau of Health Workforce.

**Rhode Island Department of Public Health; Primary Care Office; Providence, RI**

*(July 2015 to March 2016)*

Project Director for a needs assessment and capacity development project to assist the state Primary Care Office to effectively conduct shortage and underservice designations. As an initial step, JSI conducted a comprehensive needs and



resource assessment of the various areas of the RI Department of Health with relevance to the designation process. The project then involved developing and implementing a plan to integrate the various state data resources available, including licensing lists, Medicaid claims data, and the results of a series of statewide surveys that were being conducted in parallel with this project by the RI DOH. Another goal of the project was to develop staff skills to optimize the state's ability to obtain and renew designations and identify gaps in access. This included informing DOH staff of the processes used to conduct the analyses as they were ongoing, and also an on-site training on the designation process and data management protocols used.

#### **Wyoming Department of Health, Primary Care Office and Office of Rural Health, Cheyenne WY**

*(June 2016 – present)*

Project Director for a comprehensive project to provide analysis of, and develop systems to support, Health Professional Shortage Areas (HPSA), Medically Underserved Area (MUA), and Medically Underserved Population (MUP) designation for the Agency. The project involves analysis and integration of provider workforce data, Medicaid claims data, and underlying demographics of the population. The data is integrated into a comprehensive GIS mapping project that brings the various data sources together and permits rapid analysis of the designation potential of areas of the state, as well as showing care seeking patterns gleaned from claims. JSI is also fielding a statewide survey of primary care providers, including non-physician providers, and will support the integration of all data into the federal Shortage Designation Management System (SDMS).

#### **Maine Department of Health and Human Services, Augusta ME**

*(November 2017 – present)*

Project Director for a statewide primary care workforce data management and analysis, including all shortage designation related functions and a broader assessment of access. JSI is building a comprehensive GIS-linked tool to analyze primary care workforce and access for communities across the state of Maine across the medical, dental, and mental health disciplines. In addition to processing HPSA designations, the underlying data will also be used to conduct more detailed and in-depth analysis combining demographic and health data on the population, and combining it with analysis of provider licensure and survey data, and an analysis of claims from the state's All Payer claims database. The claims analysis will allow JSI to directly map the patient flow and travel times at the zip code level, for populations of different life cycles and insurance coverage at the zip code level, using an Origin-Destination analysis process and assessment of utilization rates.

#### **Center for Health Workforce Studies, Albany, NY**

*(May 2017 – August 2017)*

Conducted a series of recorded national webinars on topics related to primary care provider data management and the use of Medicaid and All Payer claims in assessing capacity and identifying shortage areas. The webinars were conducted live and also recorded and posted as resources on the Center's Technical Assistance site. Titles included, [AN INTRODUCTION TO ACCESSING, UNDERSTANDING, AND USING MEDICAID DATA FOR HPSA ANALYSIS, USING MEDICAID CLAIMS DATA TO CALCULATE CAPACITY FOR FEDERALLY DESIGNATED SHORTAGE AREAS: PARTS 1&2](#), and [PREPARING AN SDMS STATEWIDE PROVIDER DATA UPLOAD: 2 COMPREHENSIVE APPROACHES](#). See <http://www.healthworkforceta.org/resources/webinars/>

#### **District of Columbia Department of Health, Washington DC**

*(June 2016 to August 2017)*

Lead analyst for a broad reaching project to develop both a Health Systems Plan (HSP) and a Primary Care Needs Assessment (PCNA) for the District of Columbia. The HSP serves as a guide for the development of a comprehensive, accessible, and equitable health care system that provides high quality, cost effective care for DC residents and supports the administration of regulations regarding the provision of uncompensated care to underserved populations. The PCNA is an in-depth analysis of primary care access, adequacy, and distribution within the District, aimed at exploring and addressing persistent disparities in health care outcomes for residents of different parts of the city and the underlying social determinants that correlate with them. The assessment involved collecting and analyzing both quantitative and qualitative data to conduct an assessment of community need, health status, barriers to care, perceived services gaps, and service utilization. The quantitative analytic components involved integrating a wide range of data sources into a comprehensive, GIS linked analytic framework. This included analysis of hospital and ED discharge data sets, Medicaid claims data, provider licensure files, and a wide range of data sets describing health status, risk factors, and underlying socioeconomic and demographic information.

#### **Bureau of Primary Health Care / Association of Clinicians for the Underserved; Washington DC**

*(July 2014 to present)*

JSI is working with the Association of Clinicians for the Underserved (ACU) to implement and manage a national cooperative agreement from HRSA to develop a primary care provider recruitment and retention training and technical

assistance center, known as STAR<sup>2</sup> ([www.chcworkforce.org](http://www.chcworkforce.org)), for providers in underserved communities, with a particular focus on community health centers. JSI was responsible for creating health center and community profiles; developing a workforce self-assessment tool; customizing and implementing TA tracking database, revising or developing recruitment & retention toolkits, and conducting trainings. Mr. Turer serves several roles in the project. He had primary responsibility for developing the health center / community profiles, which combine data from a wide variety of sources to create a customized assessment of potential recruitment & retention related issues for each of over 1,400 health centers nationally, based on evaluation of dozens of parameters about each organization and the areas it serves. This data was also summarized to develop state-level recruitment and retention profiles, and a national analysis of the issues identified among sub-sets of health centers to establish a baseline and monitoring data system for the many parameters that impact workforce. He was also part of the team that developed the tracking system for technical assistance requests coming into the center contributes to the content of materials developed for the TAC.

#### **Department of Public Health and Environment, Primary Care Office, Denver CO**

*(March 2018 – Present)*

The Colorado Primary Care Office is in the process of developing a unique provider data management system designed to integrate a wide variety of data sources to create a more robust and reliable basis for analyzing provider availability in the state. In order to use this new data resource to better assess population level access to care, JSI has been contracted to assist the PCO in developing methods leading to the ultimate goal of a more meaningful and comprehensive in-state designation methodology, to be used in allocating significant new resources available to address disparities. JSI will provide guidance on several key functions. First, we will utilize our unique Origin-Destination analysis of the state's all payer claims database to examine detailed patterns of access for office visits and other primary care related services. These patterns may form the basis of examining 'natural' service areas, highlight disparities in access by insurance coverage, calculate average drive time to access care from each community, calculate the fraction of visits exceeding desired thresholds, and examine the impact of access on utilization of primary and preventive services. Second, we will apply more technologically sophisticated means of relating provider resources to population, compared to the traditional Population:Provider ratio. Using methods such as the two-step floating catchment area and rasterized distance decay models, we will demonstrate how these GIS based processes can better reflect the access patterns of residents. These two methods can be contrasted to see where access is being driven by forces other than minimum distance and insurance. Finally, we will calculate average and ideal need/demand for primary care services and compare this to the calculated provider/service availability and gaps in need of resources.

#### **Bureau of Health Professions / National Center for Health Workforce Analysis Washington, D.C.**

*(Sept. 2012 to August 2013)*

Project Director for a HRSA initiative to develop a detailed nationwide community-level estimate of the impact of the expansion of health insurance coverage under the Affordable Care Act, in terms of increased demand for primary care services and provider workforce adequacy. The project produced detailed geographic and demographic estimates of the increase in primary care demand resulting from ACA related coverage gains, compared to 'baseline' community level demand in the absence of the ACA in the years from 2014 to 2020. Baseline and incremental ACA related demand were then compared to the existing and projected supply of primary care providers to examine potential provider surpluses/deficits and the relationship of these to the ACA insurance expansion. These estimates were made nationally within key areas of interest to the agency, such as existing HPSA and MUA/MUP designation areas, Health Center service areas, and a nationwide definition of Primary Care Service Areas (PCSAs) covering all communities. The project was a partnership between JSI and the Urban Institute in which they modeled the population transitioning from uninsurance to various forms of coverage in each year following ACA implementation based on an updated version of their highly regarded Health Insurance Policy Simulation Model (HIPSM). JSI then developed and applied estimates of the resulting changes in demand for primary care services, based on analysis of the Medical Expenditure Panel Survey, and applied small area estimation methods to examine discrete service areas nationally. The results of the project were summarized in an extensive report which highlights the overall impact of the ACA on primary care supply and demand, and also documented the differential impact that expanded coverage will have in areas already designated as having provider shortages or issues of medical underservice.

#### **Nevada State Primary Care Office, Carson City NV**

*(July 2016 – September 2016)*

The development of a revised Shortage Designation Management System (SDMS) by the Bureau of Health Workforce placed a considerable degree of new technical requirements on state primary care offices to manage and integrate health workforce data from a variety of disparate sources. Nevada, on behalf of all PCO's in HRSA Regions IX and X, contracted with Mr. Turer to develop and conduct a multi-day training and hands-on workshop for PCO staff from the included states, to discuss the potential utility of various sources of provider data and how they can be leveraged for the purposes of shortage designation and primary care access analysis more broadly. The in-person training was

followed by a hands-on workshop showing how to associate and process provider data using various techniques, and then how to analyze it and produce files that can be uploaded into the SDMS system to meet the new requirements.

**New England Rural Health Roundtable; Starksboro, VT**

*(March 2014 to Oct. 2015) (prior version 2006-2007)*

Project Director for a wide-ranging analysis of health and health related data for the 6-state New England region to identify and quantify disparities between rural and metro areas of the region, and also to examine differences between communities with differing levels of remoteness within the rural areas. A wide range of over 260 socio-economic, demographic, and health status, outcomes, and behavioral health measures were collected for the region. The data elements were aggregated according to a uniquely developed RUCA-based rural definition tailored to reflect the rural nature of New England, and established in collaboration with the directors of each state's Office of Rural Health. This project is partially an update and enhancement to a similar report produced by JSI for the NERHRT in 2007. As such, the results also include trends from the prior report, and comparisons to national data were also added. The results were formatted for print publication and presented at the fall Symposium in October 2014 and have been used as the basis of policy, advocacy, and planning efforts.

**Colorado Department of Human Services, Office of Behavioral Health, Denver CO**

*(Nov 2016 – Present)*

Mr. Turer is the lead analyst for this project to conduct a statewide evaluation of the effectiveness of intensive residential substance use disorder treatment. This analysis involves a combination of mining the state's DACODS treatment admission and discharge data base, as well as related Medicaid claims pertaining to care accessed during the course of treatment. The analysis will focus on the effectiveness of the residential care modality in terms of ongoing substance use, overall cost, and differential use of all health care resources.

**Bureau of Primary Health Care; Washington, D.C.;**

*(2015 to present)*

JSI holds a National Cooperative Agreement with the Bureau of Primary Health Care, to work with Health Centers and related organizational groups (Primary Care Associations, Health Center Controlled Networks, etc.) to enhance the use and utility of Electronic Health Record (EHR) systems and related technology, to improve clinical quality and increase participation in Meaningful Use and other initiatives. The new resource is known as the HITEQ center ([www.hiteqcenter.org](http://www.hiteqcenter.org)). Mr. Turer is the lead data analyst for the project, responsible for analytic assessment of the obstacles to effective EHR implementation and use, and assessment of the relationship between the adoption of this technology and the ability to report and improve clinical outcomes. Mr. Turer and his team have consolidated and analyzed multiple years of UDS and related external data, producing clear findings regarding the barriers to clinical system implementation and potential unanticipated impacts to the ability to report on key quality measures. These findings have been disseminated broadly and applied, in combination with experience related to health center data operations, to developing resources and toolkits that health centers can use to identify and correct clinical data issues that may lead to apparent decreases in results following EHR implementation. Mr. Turer developed a set of unique measure-specific tools and a training module to assist health centers in conducting the data hygiene audits. A dynamic web-based version of the underlying Tableau-based analyses produced was released in the fall of 2017, to permit over 1500 individual health centers and network organizations to explore their own data and compare it to relevant reference groups.

**Bureau of Health Workforce (BHW); Washington, D.C.**

*(Oct. 2008 to March 2015, various contracts)*

Project Director and Lead Analyst for a key HRSA regulatory initiative to revise the rules by which federal provider shortage and medical underservice designations are evaluated (including HPSAs, MUAs, & MUPs). In the decades since they were created, these designations have become the foundation upon which nearly every component of the federal health care safety net system now rests to some degree. Under a series of separately awarded contracts, Mr. Turer and his team have worked closely with a mandated "Negotiated Rulemaking Committee" of national stakeholders, and with the leaders of HRSA and its key Bureaus, to explore a wide range of policy options and to produce detailed impact models of different proposed approaches to revised designation methods. Mr. Turer had the lead role in working with the committee, presenting summaries to frame the issues under consideration, and leading the extensive analysis in support of the factors being considered for inclusion and approaches to scoring and combining them, setting thresholds, and ultimately for evaluating the likely impact of the changes adopted on the nation overall, and on the existing safety net infrastructure. The project also involved development of regulatory language and plans to assist states with the roll-out when new rules are published. This involved analyzing and integrating a wide variety of workforce, demographic, health, and capacity data into a flexible GIS-linked platform capable of rapidly responding to changing requests. As low income access is a key component, JSI also worked with CMS to define and obtain claims-based data by provider, and used this to estimate access and provider capacity for

this population. The models developed showed the detailed impact on communities, providers, and current resource recipients nationally and at the local level. Outputs included custom impact analysis reports and a web-based interactive GIS mapping interface to explore results. Under Mr. Turer's direction, JSI most recently worked to support internal governmental review of the updated regulations, and to develop plans for the roll out of the new rules with Primary Care Offices and other stakeholders needing to understand the local impacts and the drivers of changes in designation when the rule is published and implemented nationally.

#### **Bureau of Primary Health Care; Washington, D.C.**

*(2000 to present)*

Project Director for the nationwide collection 'Uniform Data System' (UDS) data from all BPHC affiliated grantees across the country from 2000-2004; Senior UDS Analyst from 2004 to present. Directed the transition of the UDS to a software based system. Integrally involved in the design of systems for collection, processing, editing, and reporting of the UDS data, as well as the design of the nationwide UDS training program. Mr. Turer also developed the UDS Comparison Report which used the data collected to provide benchmarking and performance improvement statistics back to the reporting centers. Mr. Turer was responsible for the development of the FQHC Service Area/Overlap (SAO) Analysis, including developing grantee reporting specifications, designing the data analysis, and development of a GIS driven mapping tool to allow BPHC staff to analyze the impact of the program nationwide, as well as to study unmet need and the impact of BPHC resources at a very detailed geographic level. These results have been made available publicly through the web-based UDS Mapper, and JSI is frequently asked to run analyses in support grant reviews and resource allocation decisions by BPHC senior staff. He designed and implemented the update of the Service Area Analysis to include a breakdown by insurance, in order to permit analysis of the impact of the Affordable Care Act on health center utilization and access nationally, and within each health center's local service area. Mr. Turer is also responsible for similar analytic work for the UDS reported by the FQHC Look-Alike program and, in the past, for the Urban Indian Health program and the National Health Service Corps when those programs collected similar data.

#### **Central New York Care Collaborative DSRIP, Syracuse NY**

*(January 2015 to June 2016)*

Mr. Turer was the JSI provider workforce lead, working with the separately contracted AHEC in the area, to plan for the workforce transition of the Implementation Phase of the DSRIP Program for the Central New York Care Collaborative (CNYCC). He developed pro-forma analyses of the staffing targets for hiring, training, and ramping up providers to meet the patient engagement and outcome goals of the project, and to relate these project-wide activities to individual partners as they come on board with the implementation effort. The models attempted to project the changing workforce profile resulting from the system transformations, and form the basis for partner data reporting. An umbrella project, encompassing 4 separate networks coming together, the project included over 200 partners participating in a variety of overlapping projects.

#### **Bureau of Primary Health Care; Washington, D.C.**

*(2012, 2014, 2016 Updates)*

Mr. Turer served as a key analyst for a project to evaluate and revise the criteria and scoring of the BPHC's Need For Assistance (NFA) worksheet, which forms the basis for objectively ranking need across communities and organizations applying for new resources. JSI reviewed the current data elements used for relevance, availability, and scoring, as well as developing new and additional metrics that would improve the results. In addition, Mr. Turer also had a lead role in developing impact analyses showing how the proposed revisions would affect the scoring and the ability to differentiate need. He also helped analyze and revise approaches to BPHC priority scoring criteria and continues to play a role in evaluating new and expanded access proposals submitted in response to each round of funding by BPHC.

#### **Healthy New Hampshire Foundation; Concord, NH**

*(Sept 2013, May–August 2014)*

Lead data analyst for an initiative to provide data on the location, quantity, and characteristics of the population eligible for various insurance coverage options under the Affordable Care Act. The analyses informed a statewide effort to target and coordinate outreach and enrollment efforts in the state. Through a sub-contract with the Urban Institute, JSI obtained model output describing the population eligible for Medicaid, subsidized Exchange coverage, and the small employer options within 11 PUMA regions statewide. Mr. Turer and his team then used demographic sub-groups to allocate the data down to the Census Tract level and to develop analyses comparing the current and planned Health Navigator and Assister capacity with the expected need at a local community level. The data were combined to produce a Gap Analysis that was used to allocate awarded resources to local agencies in areas showing a deficit in capacity. JSI also produced on-line maps to help ACA Assisters target potential enrollees, and to help the uninsured find help in getting enrolled. The project involved collaboration with the state insurance commission and a diverse group of statewide stakeholder groups. Under a subsequent related engagement, Mr. Turer used the enrollment



data from Anthem, the only insurer to offer coverage in the first round of enrollment, to revise estimates of the quantity and location of remaining uninsured to target the outreach efforts for the subsequent round of enrollment.

## SELECTED BOARDS | AFFILIATIONS

New England Rural Health Roundtable *(6-state regional rural health association)*

*Board President (2 year term from November 2017)*

*Board Member 2000 to present*

*Policy Committee (Former Chair, current member)*

# DIANE LEWIS

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## EDUCATION

KEENE STATE COLLEGE, KEENE, NEW HAMPSHIRE

*Bachelor of Science, Occupational Safety, Minor in Management, Cum Laude, 1996*

## EXPERIENCE

JSI, Bow, New Hampshire

*Project Manager/Data Analyst, January 2000 to present*

Diane is highly experienced in data management and project management. She has been responsible for data management in many of JSI's largest information oriented projects, including both technical and organizational aspects of the work. She is a skilled user of analytic tools including spreadsheets, databases, statistical packages, and ArcGIS mapping software. She is also trained in the development of federal shortage designations and survey research techniques. *Selected projects:*

### **Health Resources and Services Administration, Bureau of Primary Health Care (BPHC)**

Project Manager, Trainer, and Reviewer for a major initiative to collect Uniform Data System (UDS) information from all BPHC Section 330-funded grantees, Look-alikes, and Bureau of Health Workforce programs across the country. Responsibilities include training health centers across the U.S. on the reporting requirements, use of tools, and resources available. Review of over 50 health center reports from three states/territories, provide technical assistance, interpret data, and provide recommendations for identified data reporting issues. Oversee ongoing operational aspects of the UDS collection cycle. Monitor progress of key deliverables as well as coordination with contractors and BPHC staff around structural and contextual tasks such as the health center reporting lists, training materials for in-person, webinar, and pre-recorded on-line training modules; reference and reporting materials development; respond to reporting questions; identify online reporting system enhancements and modifications, negotiate timeline and deliverables with BPHC staff and contractors; develop comprehensive reports to provide feedback and reference for BPHC staff on data submitted; conduct extensive data analysis using submitted data and responding to emerging data needs from the BPHC, including service area overlap and new access point requests. The service area analysis uses a comprehensive GIS mapping tool to evaluate service areas, target populations, unserved populations, and dominance for over 1,400 programs.

### **Health Resources and Services Administration, National Center for Health Workforce Analysis**

Data Analyst for an initiative to estimate the impact of the expansion of health insurance coverage on primary care practitioner shortages through 2020. Assess provider capacity, including management and integration of the workforce licensure and national physician identifier databases (Physicians, PA, NP, and CNMs), review of the Clinician Supply Model (CSM) to obtain and apply baseline and growth projections, and apply discount factors based on validated local supply data. Analysis supports development of primary care provider supply modeling and local supply estimates.

### **Health Resources and Services Administration, Bureau of Health Professions, Shortage Designation Branch**

Data Analyst for a major initiative to revise and consolidate the rules by which federal shortage area designations are evaluated (including Health Professional Shortage Areas (HPSAs), Medically Underserved Areas (MUAs), and Medically Underserved Populations (MUPs)). Conduct extensive analysis of U.S. census and provider level data, both in support of factors considered for inclusion in the rules, and for evaluating their likely impact on the national safety net. Review, document, and determine provider capacity, based on national licensure lists and national provider identifier (NPI) downloadable file, used for review of provider-to-population ratios. This analysis uses comprehensive database and GIS mapping tools to evaluate shortage areas, target populations, and provider capacity nationally.

### **New Hampshire Department of Health and Human Services, Rural Health and Primary Care Section**

Analyst for the healthcare workforce shortage designation process for the state of New Hampshire (NH). Identify areas meeting the federal criteria for Healthcare Professional Shortage Areas (HPSAs) and Medically Underserved Areas/Populations (MUA/Ps). Develop the GIS mapping and data structure that drives the evaluation of shortage designations, including data linkage to the HRSA Geospatial Data Warehouse, integration of other data sources, and geocoding of provider lists. Develop rational service areas using current definitions, compile provider lists using licensure lists and Medicaid claim data, locally assess capacity by connecting with area experts and surveying providers, and submit designation applications using the secure online Shortage Designation Management System (SDMS). Develop online survey tools for evaluating the statewide health care workforce. Develop and compile data used for evaluation of an overall statewide primary care assessment identifying communities with the greatest unmet health care needs, disparities, health workforce shortages, and key barriers to access health care for NH communities.



**Maine Department of Health and Human Services, Rural Health Primary Care Office (PCO)**

Analyst for the state of Maine's workforce shortage process and workforce data management and analysis. Conduct an assessment of data and personnel resources available to the department for analyzing workforce. Provide training on the designation application online Shortage Designation Management System. Procure, clean, link, and analyze data relevant to assess workforce capacity, including visit claims, provider licensure and survey data, population demographics, tourism, and health disparity data. Linkages use a combination of geographic information systems, Microsoft Access and Excel databases. Complete workforce shortage designation applications, provide data updates, and respond to inquiries for the federal Health Professional Shortage Area process.

**Wyoming Department of Health, Public Health Division (PCO)**

Analyst for the Health Professional Shortage Area (HPSA) Analysis and Designation project for the state of Wyoming. Process and submit shortage designation applications, including development of service areas. Develop, field, and analyze results of a comprehensive statewide primary care survey developed using a web-based survey instrument. Work with providers and members of the local service area to obtain and validate information for designations. Analyze potential areas for designation feasibility. Submit new and renewal shortage area applications through the Shortage Designation Management System which meet the federal Bureau of Health Workforce requirements.

**Massachusetts Department of Public Health, Primary Care Office (PCO)**

Analyst for the Primary Care HPSA Designation process for the state of Massachusetts. Responsibilities include evaluation and development of service areas (use of American Community Survey (ACS) 5-year estimates, current licensure lists, and Medicaid claims data are applied), local capacity assessment, and use of shortage designation's online system (SDMS) for designation applications. Performed a preliminary "feasibility" analysis to identify new dental, mental health and/or primary care HPSA potential and where HPSAs already exist. Creation of GIS mapping layers demonstrating designations, target areas, demographic and low income statistics for evaluation. Assist with work plan and time line to identify and quantify the time and resources necessary to complete the entire proposed designation process from initial analysis through application submitted to the designation bureau. Provide input to inform needs assessment activities supporting compliance with federal grant.

**Rhode Island Department of Health, Office of Primary Care and Rural Health**

Analyst for assessing the overall designation capacity within the state of Rhode Island (RI) as they relate to designation work, and provide technical analysis services and training related to the HPSA and MUA/P process in RI. Conduct needs assessment of the data and personnel resources available to the department. Collect, organize, and analyze data sets (including population demographics (using ACS, 5-Year estimates), licensure, Medicaid claims, state-wide survey data, including out-of-state care and transportation and service patterns. Develop training on shortage designation process and use of SDMS. Process, review, and submit designations for primary care, mental health, and dental HPSAs.

**Health Resources and Services Administration, Division of Services for Children with Special Health Needs**

Data Analyst for an effort to review performance measures against the experience and capabilities of grantees and propose a set of performance measures for the Division. The proposed measures will reflect grantee capabilities, align with measures from existing initiatives and assure sufficient breadth and depth to enable the Division to evaluate success in achieving program goals (e.g., indicators of a comprehensive statewide system of services for Children and Youth with Special Health Care Needs (CYSHCN)). Responsibilities include conducting a comprehensive review of existing performance measures; identifying potential measures to report, including new measures, through a series of data collection forms that will ultimately provide an annual state level status on activities performed to strengthen the system of services for CYSHCN; interviewing grantees on the feasibility of collecting and reporting; and preparing reports that documents the measures, recommendations, current data and evaluation capabilities of the grantees.

**Maine Quality Counts**

Provider Data Analyst for an initiative to improve population health outcomes for patients with hypertension and diabetes. The activities and strategies used to support the implementation of quality improvement (QI) processes include data gathering, processing, and development of a database that provides an understanding of the breadth of primary care practices available throughout Maine and of their readiness and current participation in various QI initiatives.

**Health Resources and Services Administration (HRSA), Healthcare Quality Council (HcQC)**

Site Coordinator for a study to test the feasibility of implementing HRSA's Core Clinical Measures. Major tasks included selection and recruitment of grantees, assistance with the development of the feasibility study design, development of orientation/training materials, implementation of the feasibility study protocol, provision of technical assistance, data analysis, interpretation of findings, and assistance with writing reports.

## COMPUTER SKILLS

Proficient in Microsoft Office and ArcGIS Desktop

## TRAINING | PRESENTATION SKILLS

- ♦ Best Practices: Methods for Provider Data Collection; Primary Care Office Annual Meeting with Bureau of Health Workforce; Rockville, Maryland, *August 3, 2016*
- ♦ Bureau of Primary Health Care (BPHC) Uniform Data System (UDS) trainings; throughout the United States, including U.S. territories.
- ♦ Analyzing your Service Area Using GIS: UDS Grantee Service Area Data; National Harbor, Maryland, *June 23, 2008*
- ♦ Wyman Way Co-op; Keene, New Hampshire, *March and April 1996*
  - Hazardous Communication
  - Fire Extinguishers

## AWARDS | CERTIFICATIONS

First Aid and CPR trained

Hazardous Materials Awareness, Level, *December 1993*

Hazardous Materials Operations, Level, *May 1996*

Dean's List, *Fall 1993 through Spring 1996*

# STEVE SCHAFFER

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

sschaffer@jsi.com

## EDUCATION

UNIVERSITY OF FLORIDA, GAINESVILLE, FLORIDA  
*Masters work in Geography (All but Thesis)*

MARY WASHINGTON UNIVERSITY, FREDERICKSBURG, VIRGINIA  
*BA, Political Science, 1996*

## EXPERIENCE

JSI, Boston, Massachusetts  
*Lead GIS Analyst, 2010*

### UDS Service Area Mapping & Analysis

Creation of service area and penetration mapping for the Uniform Data System (UDS) project. This included creating service areas, mapping and applying the results to analyze the effectiveness and rationality of service areas. GIS methods include spatial overlay geo-tagging linking zip codes with Zip Code Tabulation Areas (ZCTA), make table queries to create grantee specific overlapping service areas from non-unique grantee by ZCTA tables, minimum bounding envelopes to identify irrational service areas and data-driven pages that focus on one grantee's patient origin service area at a time.

### Interactive Web Mapping

Created interactive web mapping applications that allow clients and the public to explore mapped information, search by addresses or postal codes, pan, zoom and identify on map features. A web map of the geography of Maternal and Child Health in Delaware explores the geographic scope and accessibility of services and health metrics in Delaware. (<http://jsi.maps.arcgis.com/apps/MapSeries/index.html?appid=25a5648e2de440ad81433cdfd0f6124b>). A web map of NH Drug and Alcohol Treatment Services (<http://nhtreatment.org/>) displays a filterable list of service locations and a submittal process for editing and updating the locations. The map was created using the Google Maps API. Other developed web mapping applications, utilizing the ArcGIS Online platform include estimates of the need for family planning clinics nationwide (<http://maps.jsi.com/titlexmappist/index.html>) and federally funded Healthy Start service locations (<http://maps.jsi.com/healthystart/index.html>.)

### Geographic Analysis of Claims/patient Origin Data

Examined travel patterns and geographic accessibility using all payer claims (APCD) and Medicaid databases for projects in NH, FL and MD. This process involves: developing network based origin/destination drive-time matrices, creating natural or claims-based, service areas and assessing the population demand for services against provider supply.

### HPSA/MUA/P Shortage Designation

GIS lead for mapping and analysis for the project included: Gathering Census demographic and health access related data at multiple geographic levels and mapping the results, conducting a small area analysis to provide model testing inputs at any geographic area, building impact testing models, linked in GIS to maps, that provided detailed indicators on the impact of designation method changes, designed interactive web mapping of model test results, conducted network and other spatial analysis to identify rational service areas and analyzed, in GIS, the relationship between current federal resources and new impact testing designation areas. Coordinated with HRSA staff on the building, results and analysis of impact testing models.

### Needs Assessments

Mapping and geo-spatial analysis in support of health center needs analysis for regional health systems and individual clinics and hospitals. Including mapping of income, race/ethnicity, age, gender and social determinate demographics; mapping of health status, vital statistics and preventable indicators; geo-location of service sites and patient based and drive-time accessibility based service area analysis.



#### **Primary care Utilization Surge from Affordable care Act**

Mapping and analysis support for the project included: Spatial Analysis to estimate the Primary care utilization increase expected from full implementation of the Affordable Care Act. This included integrating demographic data and predictive model output at the local level and presenting results in detailed maps. Conducted a small area analysis to spread expected coverage gainers from Census PUMA5 areas to small local geographies based on age and income factors.

#### **Hazard Mitigation Mapping**

Geocoded facilities and hazards to assist in public health mitigation strategies for natural and man-made disasters. This included: mapping and analysis of floodplains, hazardous material sites, utilities, government and community support facilities, large gathering places, identification of possible shelters, special needs populations and potential evacuation routes.

**Nashua Regional Planning Commission, Merrimack, New Hampshire**

*GIS Manager, 2004*

Manage the GIS program for the agency. Write reports and handle technical analysis. Responsible for the day-to-day operation of the GIS section, Project Management, GIS database management, map creation and analysis, and hiring, supervising, and evaluating of staff.

**University of Florida College of Health Professions, Gainesville, Florida**

*GIS Consultant, 2002*

Conducted health related service area spatial analysis of Medicaid providers to identify gaps in medical coverage. Analyzed Census Demographic data to create a risk of no insurance atlas for the Florida KidCare Program.

### **Adjunct Academic Appointments**

**Plymouth State University, Plymouth, New Hampshire**

*Adjunct Professor of Geography, 2003-2014*

### **SKILLS**

- ArcGIS and extensions
- ArcGIS Online and Google Maps API
- Focus on demographic and Spatial Accessibility Analysis
- Comprehensive knowledge of Census data including American Community Survey
- Transportation and land use modeling
- Spatial statistical analysis

# FAITH BOUCHARD

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

faith\_bouchard@jsi.com

## EDUCATION

COLBY-SAWYER COLLEGE

Bachelor of Fine Arts in Graphic Design, Minor in Psychology, 2015

## EXPERIENCE

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

Graphic Designer & Staff Associate, September 2015 to present

Supports a variety of on-going public health projects in regards to design, formatting and layout of reports and literature, as well as administrative assistance. JSI is a health care consulting firm working with clients in the public and private sectors. Since 1978, JSI has provided consulting, research and training services for agencies and organizations seeking to improve the health of individuals, communities and nations.

### Current Projects:

#### New Hampshire Maternal and Child Health – Healthy Families America Marketing Campaign

Serve as Graphic Designer to launch a statewide recruitment campaign targeting low-income and at-risk women of childbearing age who may become pregnant. This research will utilize online survey software to determine knowledge, attitudes and beliefs around the visiting nurse program Healthy Families America in order to increase participation in the program through social media engagement, as well as in-depth Key Informant Interviews with providers.

#### NH Young Adult Binge Drinking Prevention Messaging Campaign

Serve as Graphic Designer to help develop and implement communication and outreach strategies to increase awareness among the young adult population (ages 18–25 years) of the risks of underage, high risk alcohol use (i.e., binge drinking) and to prevent and reduce the misuse of prescription drugs such as illicit opioids.

#### NH Healthy Home and Lead Poisoning Prevention Program

Graphic Designer and general administrative support for the CDC's Healthy Homes and Lead Poisoning Prevention Program (HHLPPP). Support the efforts to reduce lead poisoning in NH, by creating educational materials both digital and print geared toward health providers, parents, lead professionals, and contractors.

#### Diabetes Prevention Program and Prediabetes Media Development

Graphic Designer for a statewide media campaign aimed at adults at high risk of developing prediabetes to encourage individuals to enroll in a National Diabetes Prevention Program. Supply digital and print design services for educational outreach and provide general administrative assistance to support the operational functions of the program.

#### NH Immunization Program

Graphic Designer for the NH Immunization Program to support the development of a creative health marketing campaign that identifies priority audiences, best-practice outreach strategies, and effective educational outreach materials to advance the understanding of the health benefits of vaccines and immunizations and increase NH immunization rates. Prepare various design materials including updating existing state and national materials, as well as create graphics and logos geared towards providers and patients.

#### New Hampshire Tobacco Helpline Media, Marketing & Health Communications

Serve as Graphic Designer for the NH Tobacco Use Cessation and Counter Marketing Projects. Primary role includes preparing various design materials for effective educational outreach and updating existing logos and documents. This contract serves as communication hub for the NH Tobacco Helpline and its social media, web ([www.QuitNowNH.org](http://www.QuitNowNH.org)) and text counterparts and QuitWorks-NH a resource for NH clinicians ([www.quitworksnh.org](http://www.quitworksnh.org)).

## COMPUTER SKILLS

Adobe InDesign  
Adobe Illustrator  
Adobe Photoshop  
Adobe Premiere  
Constant Contact (Email Marketing Platform)

## COMUNICATION SKILLS

Branding  
Logo Development  
Mood Boards  
Creative Development  
Visual Data Representation  
Infographics



Appendix D  
**KEY ADMINISTRATIVE PERSONNEL**

NH Department of Health and Human Services

Contractor Name: JSI Research & Training Institute, Inc.

Name of Program: New Hampshire Health Workforce and Primary Care Access Data

BUDGET PERIOD: SFY 19				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Eric Turer	Project Director	\$125,004	7.78%	\$9,722.53
Diane Lewis	Project Manager	\$78,000	5.56%	\$4,333.33
Steve Schaffer	GIS Analyst	\$86,500	1.03%	\$1,754.16
Faith Bouchard	Project Assistant	\$50,500	2.68%	\$1,352.14
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$17,162.16</b>

BUDGET PERIOD: SFY 20				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Eric Turer	Project Director	\$128,754	7.56%	\$9,736.59
Diane Lewis	Project Manager	\$80,340	5.31%	\$4,266.86
Steve Schaffer	GIS Analyst	\$99,395	1.78%	\$1,767.02
Faith Bouchard	Project Assistant	\$52,015	2.68%	\$1,391.69
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$17,162.16</b>