



Jeffrey A. Meyers Commissioner

Lisa M. Morris Director

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

29 HAZEN DRIVE, CONCORD, NH 03301 603-271-4501 1-800-852-3345 Ext. 4501 Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 19, 2019

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 exercise a renewal option and amend an existing agreement with JSI Research and Training Institute, Inc. d/b/a Community Health Institute, Vendor # 161611-B001, 501 South Street, 2nd Floor, Bow, New Hampshire 03304, to conduct research, analyze data results and to complete a media campaign to provide education to high school aged youth by increasing the price limitation by \$448,577, from \$156,631, to an amount not to exceed \$605,208 and extending the completion date from June 30, 2019 to June 30, 2021, effective April 1, 2019 or upon the date of Governor and Council approval, whichever is later. 22% Federal Funds and 78% General Funds

This agreement was originally approved by Governor and Council on May 16, 2018, Item #07.

Funds are available in the following account for State Fiscal Year (SFY) 2019 and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-90-902010-5608 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY HEALTH, TOBACCO PREVENTION AND CESSATION PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	90018008	\$15,000	\$-0-	\$15,000
2018	102-500731	Contracts for Prog Svc	90018000	\$70,631	(\$45,583)	\$25,048
2019	102-500731	Contracts for Prog Svc	9001800 8	\$15,000	\$-0-	\$15,000
2019	102-500731.	Contracts for Prog Svc	90018000	\$56,000	\$54,160	\$110,160
2020	102-500731	Contracts for Prog Svc	9001800 8	\$-0-	\$220,000	\$220,000
2021	102-500731	Contracts for Prog Svc	9001800 8	\$-0-	\$220,000	\$220,000
	_		Total	\$156,631	\$448,577	\$605,208

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

EXPLANATION

The purpose of this amendment is to continue conducting formative research, execute a marketing and communications campaign targeted at reducing Electronic Nicotine Delivery Systems (ENDS) use among high school aged youth. The Contractor will also complete a media campaign to provide education to high school aged youth to prevent tobacco use in New Hampshire.

National data released by the U.S. Centers for Disease Control and Prevention and the Food and Drug Administration show that high school aged youth use of electronic cigarettes exceeds use of cigarettes. There is a known relationship between youth peer groups' influences and the initiation of smoking behaviors. Youth tend to form groups based on similarities. Peer group identification is one's self-perceived or other-perceived membership in discrete teenage peer groups.

Targeting youth based peer groups is a marketing best practice that identifies the groups utilizing tobacco products. Once the groups are identified, health messages are created that will resonate in order to prevent the uptake of tobacco use by high school aged youth. Results would allow for a better understanding of attitudes and behaviors of each group and drive future comprehensive, state-wide, counter-marketing media campaigns targeted to reduce tobacco initiation and social norming (behaviors, attitudes and/or standards that the majority in a group think are acceptable) around tobacco use among the youth peer groups with the highest smoking prevalence.

Peer group separation has not been explored in New Hampshire for high school aged youth. By replacing unhealthy behavioral norms with desirable healthy lifestyles, youth peer group-targeted interventions can create a lasting impact that resonates in the target audience's culture. This is important because research shows that using e-cigarettes (or vaping) is an indicator of future cigarette smoking. Because most tobacco use is established during adolescence, actions to prevent adolescents from the potential of a lifetime of nicotine addiction are critical.

In 2017, 23.8% of New Hampshire youth reported regular use of electronic nicotine delivery systems (ENDS) in the 30 days prior to taking the New Hampshire Youth Risk Behavior Survey (YRBS).

Approximately 55,000 individuals will be reached from April 1,2019 through June 30, 2021 during the marketing and media campaign.

As referenced in Exhibit C-1 of this contract, this agreement retains the Department's option to extend contract services 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 Council. The Division is exercising this renewal option.

The Contractor successfully fulfilled and achieved the performance measures in the original contract. Adolescent e-cigarette use is on the rise across the country. As a result, we are facing an epidemic of youth e-cigarette use which threatens a new generation with nicotine addiction. By extending this contract, New Hampshire will know which groups of teenagers are found within NH high school aged youth, and which of those youth peer groups are more likely to use e-cigarettes. A media and marketing campaign will also be completed to reduce the adolescent initiation and social norming among the youth peer groups with the highest e-cigarette use.

The following performance measures/objectives will be used to measure the effectiveness of the amendment agreement:

- The Contractor shall collaborate with the Department within thirty (30) days of the effective date of contract to further define and operationalize the reporting of performance measures, set baselines and targets. The Department will have the ability to withhold payments in the event that the selected Vendor fails to meet the agreed upon performance measures.
- The Contractor shall complete statewide formative research to identify high school aged youth peer groups in New Hampshire, within 120 days of the contract effective date. Formative research uses qualitative and quantitative methods to provide information for researchers to plan intervention programs.
- Within 340 days (or 6 months) of the approval from the Governor and Executive Council, the selected Vendor will submit a draft social marketing plan to address high school age use of ENDS including:
 - Details regarding testing messages with the target audience.
 - Details about possible ad placement at highly trafficked target audience venues.
 - Assure sufficient frequency, reach and duration.
 - Detail plan relative independent evaluation of the social marketing campaign.
- The Contractor shall submit a final report on the results of the formative research within sixty (60) days of the completion of the formative assessment.
- The Contractor shall submit a final report on the results of the social marketing campaign within sixty (60) days of the completion of the campaign.
- The Contractor shall submit a final report on the independence evaluation of the social marketing campaign within sixty (60) days of the completion of the evaluation.
- Annually, the Contractor shall develop and submit to the Department, a corrective action plan for any performance measure that was not achieved.

Should the Governor and Executive Council not authorize this request, the New Hampshire Tobacco Prevention and Cessation Program would have to rely on national and free e-cigarette media and marketing campaigns to provide prevention messaging targeted at reducing e-cigarette use among high school aged youth in New Hampshire. These campaigns may not be effective for reaching the peer groups in New Hampshire, and therefore the marketing efforts will not be effective.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4 of 4

Area served: Statewide

Source of Funds: 22% Federal Funds from U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National State-Based Tobacco Control Programs, Catalog of Federal Domestic Assistance (CFDA) #93.305, Federal Award Identification Number (FAIN) # NU58DPOO6010; and 78% General Funds.

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

Respectfully submitted.

leffey A. Meyers

Commissioner



Hampshire Department of Health and Human Services Primary Prevention Addressing Electronic Nicotine Delivery System (ENDS) Use Among High School Age Youth

State of New Hampshire Department of Health and Human Services Amendment #1 to the

Primary Prevention Addressing Electronic Nicotine Delivery System (ENDS) Use Among High School Age Youth

This 1st Amendment to the Primary Prevention Addressing Electronic Nicotine Delivery System (ENDS) Use Among High School Age Youth contract, hereinafter referred to as "Amendment #1", dated this 14th day of January, 2019, is by and between the State of New Hampshire, Department of Health and Human Services, hereinafter referred to as the "State" or "Department", and JSI Research and Training Institute, Inc. dba Community Health Institute, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 501 South Street, 2nd Floor, Bow, New Hampshire 03304.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 16, 2018, Item #07, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2021
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$605,208
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director of Contracts and Procurement.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631
- 5. Add to Exhibit A, Scope of Services, to sub-section 1.4 in Section 1. Provisions Applicable to All Services, to read:

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



Hampshire Department of Health and Human Services Primary Prevention Addressing Electronic Nicotine Delivery System (ENDS) Use Among High School Age Youth

state legislature and funds encumbered for the SFY 2020-2021 biennia.

- 6. Add to Exhibit A, Scope of Services, Section 7. Performance Measures, sub-section 7.9 to read:

 Annually, the Contractor shall develop and submit to the Department, a corrective action plan for any performance measure that was not achieved.
- 7. Delete Exhibit B-2 Budget Form for SFY 2019 (7/1/2018 6/30/2019) in the amount of \$71,000 and replace with:
 - Exhibit B-2 Amendment #1 Budget Form for SFY 2019 (7/1/2018 6/30/2019), in the amount of \$125,160.
- 8. Add Exhibit B-3 Amendment #1 Budget Form for SFY 2020 (7/1/2019 6/30/2020), in the amount of \$220,000.
- 9. Add Exhibit B-4 Amendment #1 Budget Form for SFY 2021 (7/1/2020 6/30/2021), in the amount of \$220,000.



New Hampshire Department of Health and Human Services Primary Prevention Addressing Electronic Nicotine Delivery System (ENDS) Use Among High School Age Youth

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

State of New Hampshire Department of Health and Human Services Title: DIRECTOR DAHS JSI Research and Training Institute, Inc. dba Community Health Institute Name: Jonathan/Stewart Title: Regional Director Acknowledgement of Contractor's signature: State of New Hompshire. County of Hemmack on January 13rd, before the undersigned officer personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is , before the undersigned officer, signed above, and acknowledged that s/he executed this document in the capacity indicated above.

JSI Research and Training Institute, Inc. d/b/a Community Health Institute RFP-2018-DPHS-18-TOBAC

My Commission Expires:

Amendment #1 Page 3 of 4

EMMA L. KANE, Notary Public

My Commission Expires October 3, 2023



New Hampshire Department of Health and Human Services Primary Prevention Addressing Electronic Nicotine Delivery System (ENDS) Use Among High School Age Youth

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

OFFICE OF THE ATTORNEY GENERAL

Name: Name: Name: Sent Assistant Attorney Cancer Council of the State of New Hampshire at the Meeting on: ______ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Name: Title:

JSI Research and Training Institute, Inc. d/b/a Community Health Institute RFP-2018-DPHS-18-TOBAC

Date:

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: JSI Research and Training Institute, Inc. d/b/a Community Health Institute (JSI/CHI)

Budget Request for: RFP-2018-DPHS-18-TOBAC

Primary Prevention Addressing Electronic Nicotine Delivery System Use Among High School Age Youth

Budget Period: SFY 2019 (7/1/18-6/30/19)

A report of the control of the contr	Τ	- "		tal Program Cost			ï			tractor Share / Match						DHHS contract si		
70	\ \	- Direct	٠.,	Indirect		of Total		Direct	•	Indirect	1.	Total	ι.	~ DRECK		Indirect	. يوسه	Total .
ine item 🦠 🛴 🔭 🚅 🗸 🔭 🚉		Incremental		Fixed 7.7.2			1	Incremental					Ļ	mcremental.	_			63,436.0
Total Salary/Wages	3	53,308.00		10,125,00	4	63,436.00			\$		3		15	53,308.00		10,128.00	3_	20,258.0
Employee Benefits	3	20,258.00	\$		\$	20,258.00	3		<u>\$</u>		\$	-	15	20,258.00	\$		<u>. </u>	20,256.0
Consultants	3		3	-	\$	· · · · · ·	3	<u>.</u>	<u>\$</u>		\$	·	1.5		<u> </u>	-	<u>. </u>	
Equipment:	13	4,798.00	\$	•	8	4,798.00	*		\$		\$		13	4,795.00	<u> </u>		÷.	4,798.0
Rental	1 3		\$		\$	•	\$		3		\$		3	•	3		<u> </u>	
Repair and Maintenance	\$		\$		\$		\$		<u>\$</u>		\$		3		<u> </u>	•	<u>. </u>	<u>·</u>
Purchase/Depreciation	3		3_	- "]			5		\$		\$		13		<u>. </u>		\$	
Supplies:	1 5	4,798.00	\$		4	4,798.00	\$	·	\$	· ·	1		1	4,798.00	<u>. </u>		3	4,798.0
Educational	3	-	\$		\$	•	\$		\$:	\$		3	•	\$	<u>·</u>	3	<u>•</u>
Lab	3		5		\$	·	\$	·	\$	<u>-</u>	3		13		\$		5	
Phermacy	1 \$	•	\$		\$	-	3		\$		3	•	3		<u>. </u>	-	3	
Medical	3	•	\$	•	3	•	3		\$		<u> </u>	<u> </u>	12		3		3	
Office	3		\$	-	\$		\$	•	\$	<u> </u>	<u>.</u>	<u> </u>	1.5		<u> </u>	<u>:</u>	\$	
Travel	\$	1,540.00	3	·	3	1,540,00	\$		\$		<u> </u>		13.	1,540.00	<u> </u>	-	2	1,540.0
Occupancy	1.5	5,330.00] ;		\$	5,330.00	\$		3		<u> </u>	-	13	5,330.00	3		3	5,330.0
Current Expenses	3	-] s	•	\$		3		\$		<u> </u>	-	1 5		.\$	-	3	
Telephone	3		3		5	-	3		ş		\$		13	-	<u> </u>		8	•
Postage	3		3	•	\$		3		\$		<u> </u>		3		<u> </u>	*	3	-
Subscriptions	3	-] s_	-	3	·	3	•	3	·	\$		3		\$		3	•
Audit and Legal	13		\$	•	\$	•	3		\$	<u> </u>	\$.	•	13		3		3	<u>.</u>
Insurance	3		3		3	•	3		3	·	\$		1.5		\$		3	
Board Expenses	3		13		3	<u>. </u>	1 3	·	<u>\$</u>		<u>*</u>	-	13		\$		-3	
Software	\$		3		13		\$		\$	·	1	<u>.</u>	13		2		3	
Marketing/Communications	T3"	25,000.00	\$		3	25,000.00	\$		8		<u> </u>		13	25,000.00	3	-	5	25,000.0
Staff Education and Training	\$	-	\$		Ŀ		\$	•	<u> </u>		5	<u> </u>	1 5		*			
Subcontracts/Agreements	\$		\$	•	1	·	\$		\$		<u> </u>	<u> </u>	₹إ	-	3		*	
Other (specific details mandatory):	3	-	\$	<u> </u>	3	<u> </u>	3		\$		\$	•	1 5		2		3	-
	\$		3		\$		\$		\$		<u> </u>		1.5		_5	<u>·</u>	3	<u>.</u>
	1 \$		\$		\$	-	5		\$	<u>·</u>	<u>\$</u>		با		-		-	
	\$		\$		3	-	\$	-	\$	<u> </u>	<u>.</u>		Ľ	-	1		3	
TOTAL	1 3	115,032.00	1 \$	10,128.00	T	125,160.00	\$		\$	•	\$	•] \$	115,032.00	\$	10,128.00	*	125,160.0

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: JSI Research and Training Institute, Inc. d/b/a Community Health Institute (JSI/CHI)

Budget Request for: RFP-2018-DPHS-18-TOBAC

Primary Prevention Addressing Electronic Nicotine Delivery System Use Among High School Age Youth

Budget Period; SFY 2029 (7/1/15-6/30/20)

			Total Program Cost	Dost			Contractor Share / Match				Funded by DHHS contract share						
ine item		Direct Incremental	Indirect Fixed		Total		Direct Incremental		Indirect Fixed		Total		Direct Incremental		ndirect Fixed		Total
Total Salary/Wages	3	86,027.00	\$.	I	86,027.00	3	. 1	\$		3		\$	88.027.00			1	86.027.
Employee Benefits	75	32,691.00	\$.	1	32,691.00	ŝ		Š		1		3	32,691.00			Š	32,691.
Consultants	13		\$.	13		\$		\$	· .	3		*	*********	ì	 .	Ť	32,331
Equipment:	3	7,743,00	5	1	7,743,00	\$	-	\$		3		3	7,743,00	Š		š	7,743
Rental	1.5	•	3	1	-	\$		3	-	\$		3	- 1	ì		\$	
Repair and Maintenance	3		\$ -	T	•	\$		\$	-	\$	· -	\$:	, ,		3	
Purchase/Depreciation	\$		\$.	3	-	\$		\$		\$		3	- 1	3		ì	
Supplies:	13	7,743.00	\$.	1	7,743.00	\$		\$		3		5	7,743.00	3		š	7,743
Educational	3		\$ -	Ŧ		\$		1		3	-	*	•	1		š	,,,,,,,
Ļab	- \$		3	3	-	\$		\$		3		1	- 1	5		ż	
Pharmacy	\$	-	\$.	T .	· ·	\$	•	\$		\$		*	•	i		š	
Medical	1 \$		\$	1		\$	-	\$		3		\$		5		Š	
Office	3		\$	13		\$	•	\$		\$		8		\$		\$	
Travel	3	1,050.00	\$.	\$	1,050.00	\$		3	•	\$		5	1,050,00	3		š	1.050
Occupancy	- 18	8,802,00	\$	\$	8,602.00	\$		\$		3	-	\$	8,502,00	5		š	8,602
Current Expenses	- 3		3	13		\$		3		\$		3		1		\$	
Telephone	\$		\$.	1		\$		\$	•	\$	•	\$		\$		\$	•
Postage	1 \$		s <u>.</u>	1		\$	-	\$		3	-	\$		š		\$	
Subscriptions	3	<u> </u>	\$ -	\$	-	\$	•	\$		\$		\$		\$		\$	
Audit and Legal	\$	•	\$.	1	•	\$	•	\$		3		\$	•	\$		\$	
Insurance	- \$			1		.\$	-	\$		\$		\$.]	\$		5	
Board Expenses	3		\$	1		\$		\$		\$		\$	- 1	3	-	\$	
Software	3		\$ -	1		\$		\$		\$		\$	•	\$	•	\$	
Marketing/Communications	- 1 5	•	\$	1	•	\$		\$	•	\$	-	\$		\$		\$	
1. Staff Education and Training	3	2,580.00	\$ -	3	2,580.00	\$	•]	8	-	\$		\$	2,580.00	\$		\$	2,580
2. Subcontracts/Agreements	<u> 1 </u>		\$.	8		\$		\$	•	\$	•	\$		\$	•	\$	
. Other (specific details mandatory):	1 8		\$ -	I		\$		\$		\$	-	\$				\$	
des Crastes & Marketing & Protestional Travel Expenses	13	50,000.00	\$.	3	50,000.00			\$		\$	•	\$	50,000,00	\$		\$	50,000
cor Group and Research	1 5	9,800.00		\$	9,800,00		- ;	\$		3	- 1	\$	9,800.00	3	-	\$	9,800
	\$		\$ 13,764,00	5	13,764.00	\$		\$		3	•	\$		1	13,764,00	\$	13,764
TOTAL	1 \$	206,236,06	\$ 13,764,00	13	229,006,00	\$		1		\$.		3	206,236,00	e e	13,764,00		220,000.

Contractor Initials:

Date: /. 27. (5

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: JSI Research and Training Institute, Inc. d/b/a Community Health Institute (JSI/CHI)

Budget Request for: RFP-2018-DPHS-18-TOBAC

Primary Prevention Addressing Electronic Nicotine Delivery System Use Among High School Age Youth

Budget Period: 8FY 2021 (7/1/20-6/30/21)

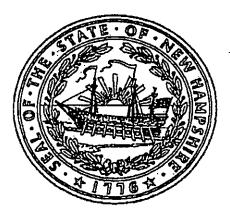
		Total Program Cost		Contractor Share / Match				Funded by DHHS contract share				
	Direct	Indirect	Total	Direct		Indirect	Total	Т	Direct	Indirect		Total
ine Rem	Incremental	Fixed		Incremental		Fixed		ł	Incremental	Fixed		
. Total Salary/Wages	\$ 76,945.00	\$	\$ 76,945.00	\$.	- \$	•	\$.	\$	76,945.00	\$.	\$	76,945.00
. Employee Benefits	\$ 29,240,00	\$	\$ 29,240.00	\$	- 3	- 1	\$.	13	29,240.00	\$	3	29,240,0
, Consultants	\$.	\$	5	\$ -	\$:	\$ -	8	•	5 -	\$	
. Equipment:	\$ 6,925.00	\$.	\$ 6,925,00	5	\$	•	\$	\$	5,925.00	\$.	s	6,925.0
Rental	\$	\$	\$ -	\$	1 \$		\$.	3		3 -	\$	
Repeir and Maintenance	4 -	\$.	8	\$ -	3	•	š ·	3		\$.	\$	-
Purchase/Depreciation	\$	5 -	\$ -	\$	3	-	ş ·	\$		3 -	s	•
, Supplies:	\$ 8,925,00	\$	\$ 6,925.00	\$	13	- 1	\$ -	s	8,925.00	\$ -	s	8,925,0
Educational	š -	š .	\$	\$.	1 3	•	\$ -	\$	•	\$	S	•
Lat	5 .	-	3 -	\$.	3		\$ ·	3	-	3 -	\$	
Pharmacy	1 ·	\$.	s -	\$.	3		\$.	ŝ		\$ -	Š	
Medical	\$	3 .	\$ -	\$	73	•	\$	1 3		\$	S	
_ Office	\$ -	\$ -	\$ -	\$	13		\$.	1		1 .	\$	
. Travel	\$ 450.00	\$.	\$ 450.00	\$ -	ŝ		<u> </u>	3	450.00	3 -	\$	450.0
. Occupancy	\$ 7,895.00	3	\$ 7,895,00	\$	13		<u> </u>	1 8	7,695.00	3	3	7,695.0
, Current Expenses	\$ ·	5	S -	\$	3	-	3	3	•	\$.	Š	• • • • • • • • • • • • • • • • • • • •
Telephone	\$ ·	s .	\$ -	\$.	\$	•	\$ -	ŝ		\$ -	\$	
Postage	\$	\$	<u> </u>	\$	1 3		\$.	Ì		\$.	3	
Subscriptions	\$.	s -	\$ -	\$.	Īŝ		3	8		\$.	Š	
Audit and Legal	\$ ·	5 -	\$ -	\$.	\$	-	\$.	8	-	\$.	\$	
Insurance	5	s ·	\$ -	\$	3		\$.	3		3 .	\$	
Board Expenses	\$ -	\$	\$ -	3	13	-	3 .	13		3 .	Š	
. Software	\$ -	\$	\$ -	\$	s		\$ -	8		\$ -	š	•
0. Marketing/Communications	\$	\$ -	5 -	\$ -	1 8	•	\$.	3		\$.	\$	
1, Staff Education and Training	\$ 2,308,00	\$	\$ 2,308.00	\$	13	-	\$	1 5	2,308.00	3	\$	2,308.0
2. Subcontracts/Agreements	ş ·	\$.	\$ -	\$ ·	1 \$		\$.	8	•	3 -	Š	3,0,7-10
Other (specific details mandatory):	\$	3 -	\$ -	\$.	1 5	•	3 -	ŝ	٠.		š	
Marketing & Premotional Travel Expenses	\$ 75,000.00	5	\$ 75,000.00	\$	1 3		\$.	s	75,000.00	\$ -	3	75,000,0
Qualities Survey Literate	\$ 2,000.00	\$.	\$ 2,000.00	\$ -	1 \$		\$.	1 \$	2,000,00		3	2,000.0
Rick-Off Mosting	\$ 200.00	\$ 12,312,00	\$ 12,512.00	\$	3		\$.	3	200.00		\$	12,512,0
TOTAL	\$ 207,688,00	\$ 12,312,00	\$ 220,000.00	5	1 1		\$.	Š	207,688.00			220,000.0

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.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

- I, <u>Joel H. Lamstein</u>, of the <u>JSI Research & Training Institute</u>, Inc., <u>d/b/a Community Health Institute</u>, do hereby certify that:
 - 1. I am the duly elected <u>President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute;</u>
 - 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 <u>January 23, 2019</u>.

IN WITNESS WHEREOF, I have hereunto set my hand as the <u>President</u> of the <u>JSI Research & Training Institute</u>, Inc., d/b/a Community Health Institute this 23rd day of January, 2019.

Joel H. Lamstein, President

STATE OF New Hampshire

COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this <u>23rd day of January</u>, <u>2019</u> by <u>Joel H.</u> <u>Lamstein</u>.

Notary Public/Justice of the Peace

My Commission Expires:

EMMA L. KANE, Notary Public

My Commission Expires October 3, 202

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). CONTACT Judy Yeary PHONE (A/C, No, Ext): (781) 447-5531 FAX (A/C, No): (781) 447-7230 Mason & Mason Technology Insurance Services, Inc. 458 South Ave. Whitman, MA 02382 E-MAIL ADDRESS: jyeary@masoninsure.com INSURER(S) AFFORDING COVERAGE NAIC # 20281 INSURER A: Federal Insurance Company INSURER B: Executive Risk Indemnity 35181 INSURED JSI d/b/a Community Health Institute INSURER C : 501 South Street INSURER D : 2nd Floor Bow, NH 03304 INSURER E : INSURER F: REVISION NUMBER: CERTIFICATE NUMBER: **COVERAGES** 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. ADDL SUBR POLICY EFF POLICY EXP INSR LTR **POLICY NUMBER** LIMITS TYPE OF INSURANCE 1,000,000 Α X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE | X | OCCUR 35873320 09/09/2018 09/09/2019 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT AP<u>PLIE</u>S PER: Included POLICY PRO X LOC PRODUCTS - COMPIOP AGG OTHER: Combined Agg \$10M COMBINED SINGLE LIMIT 1.000.000 AUTOMOBILE LIABILITY 09/09/2018 09/09/2019 ANY AUTO 73546634 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY 20.000.000 Α Х Х UMBRELLA LIAB **OCCUR** EACH OCCURRENCE 09/09/2018 09/09/2019 20,000,000 79861066 EXCESS LIAB CLAIMS-MADE **AGGREGATE** DED RETENTION S X | PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 09/09/2018 09/09/2019 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 71733182 E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below ERRORS & OMISSIONS 1.000.000 E.L. DISEASE - POLICY LIMIT
11/09/2018 EACH OCC/GEN AGG 1,000,000 11/09/2017 82120859 11/09/2018 EACH OCC/GEN AGG 81595534 11/09/2017 3,000,000 Directors & Officers Α 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. **CANCELLATION** CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. State of NH Department of Health and Human Services **Brown Building** 129 Pleasant Street AUTHORIZED REPRESENTATIVE Concord, NH 03301

JSI Research & Training Institute, Inc.

501 South Street Second Floor Bow • New Hampshire 03304 • 3416 603 573 · 3300 603 573 · 3301 jsinfo@jsi.com www.jsi.com Voice Fax Email Website



JSt's mission is to improve the health of underserved people and communities and to provide a place where people of passion and commitment can pursue this cause. For over 35 years, Boston-based **JSt** and our affiliates have provided high-quality technical and managerial assistance to public health programs worldwide.

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 ...

	Page
Independent Auditor's Report	1 - 3
Financial Statements:	
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
Supplementary Information:	
Schedule of Expenditures of Federal Awards	23 - 34
Notes to Schedule of Expenditures of Federal Awards	35
Other Reports:	
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	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

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



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

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors

JSI Research and Training Institute, Inc. and Affiliate



Report on the Consolidated Financial Statements

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

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

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

Opinion

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

Other Matters

Other Information

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

Report on Summarized Comparative Information

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

Other Reporting Required by Government Auditing Standards

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

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)

		2017		2016
ASSETS				
Current Assets:	,			
Cash and cash equivalents	\$	74,642,976	\$	68,620,315
Receivables for program work		19,782,268		18,498,218
Loans receivable - related party		-		-
Field advances - program		1,697,407		1,670,752
Employee advances		190,500		276,013
Prepaid expenses		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
TOTAL ASSETS	<u>\$</u>	96,559,019	<u>s</u>	89,206,582
LIABILITIES AND NET ASSETS				
Current Liabilities:				(
Accounts payable and payroll withholdings	\$	11,678,687	\$	10,873,875
Accrued vacation		1,920,964		1,824,437
Advances for program work		35,095,465		30,642,424
Loans payable - related party		196,828		1,001,492
Notes payable		-		-
Contingencies				
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
TOTAL LIABILITIES AND NET ASSETS	<u>s</u>	96,559,019	<u>s</u>	89,206,582

JSI Research and Training Institute, Inc. and Affiliate` CONSOLIDATED STATEMENT OF ACTIVITIES

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

	2017	2016
UNRESTRICTED NET ASSETS:		
Public Support and Revenue		
Public Support:		
Government grants and contracts:		
U.S. Government	\$ 271,426,627	\$ 243,054,246
Commonwealth of Massachusetts	5,258,877	6,069,315
Other grants and contracts	57,926,891	53,310,784
Program income	99,859	186,344
Contributions	332,613	11,700,204
In-kind project contributions	14,444,516	6,852,099
Interest income	121,168	41,432
Total Unrestricted Support and Revenue	349,610,551	321,214,424
Expenses		
Program Services:		
International programs	293,709,946	256,624,631
Domestic programs	19,653,591	18,826,817
Total Program Services	313,363,537	275,451,448
Supporting Services:		
Management and General	33,327,219	31,053,862
Fundraising	149,914	171,766
Total Supporting Services	33,477,133	31,225,628
Total Expenses	346,840,670	306,677,076
Increase (Decrease) in Unrestricted Net Assets	2,769,881	14,537,348
TEMPORARILY RESTRICTED NET ASSETS		
Program restricted net assets	32,840	152,794
Increase (decrease) in temporarily restricted net assets	32,840	152,794
morease (decrease) in temporarry restricted net assets	32,640	132,794
Increase (decrease) in net assets	2,802,721	14,690,142
Net Assets at Beginning of Year	44,864,354	30,174,212
Net Assets at End of Year	\$ 47,667,075	<u>\$ 44,864,354</u>

JSI Research and Training Institute, Inc. and Affiliate CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

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

TOTAL

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

JSI Research and Training Institute, Inc. and Affiliate CONSOLIDATED STATEMENT OF CASH FLOWS

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

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

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.

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.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Revenue Recognition - continued -

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

Contributions

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

Donated Materials and Services

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

Income Taxes

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

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

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

Functional Allocation of Expenses

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

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:

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) \$\\ 61,271,603\$

\$ 61,271,603

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:

	Un	restricted
Interest income	\$	121,168
Total investment return	\$	121,168

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	 5,043,568
	\$ 19,782,268

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.

NOTE 7 - PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

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

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

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	 36,945
	\$ 119,888

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:

	· S	1,920,964
World Education, Inc. (Affiliate)	_	292,936
JSI Research and Training Institute, Inc.	\$	1,628,028

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	_	9,921,296

\$ 35,095,465

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.

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.

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		5,000
	\$	200.048

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.

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	_	5,258,877
Receivables from program work at September 30, 2017	\$	584,391

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.

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:

,	\$ 2.778.933
Other direct charges (including rent of \$884,924)	 1,297,647
Administrative and technical support	\$ 1,481,286

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.)
\$\frac{1,061,497}{\$}\$\$

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:

Year Ended	4	
September 30,		
2018	\$	386,434
2019		127,139
	<u>s</u>	513,573

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:

	Income	% of
	 Received	Total Income
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

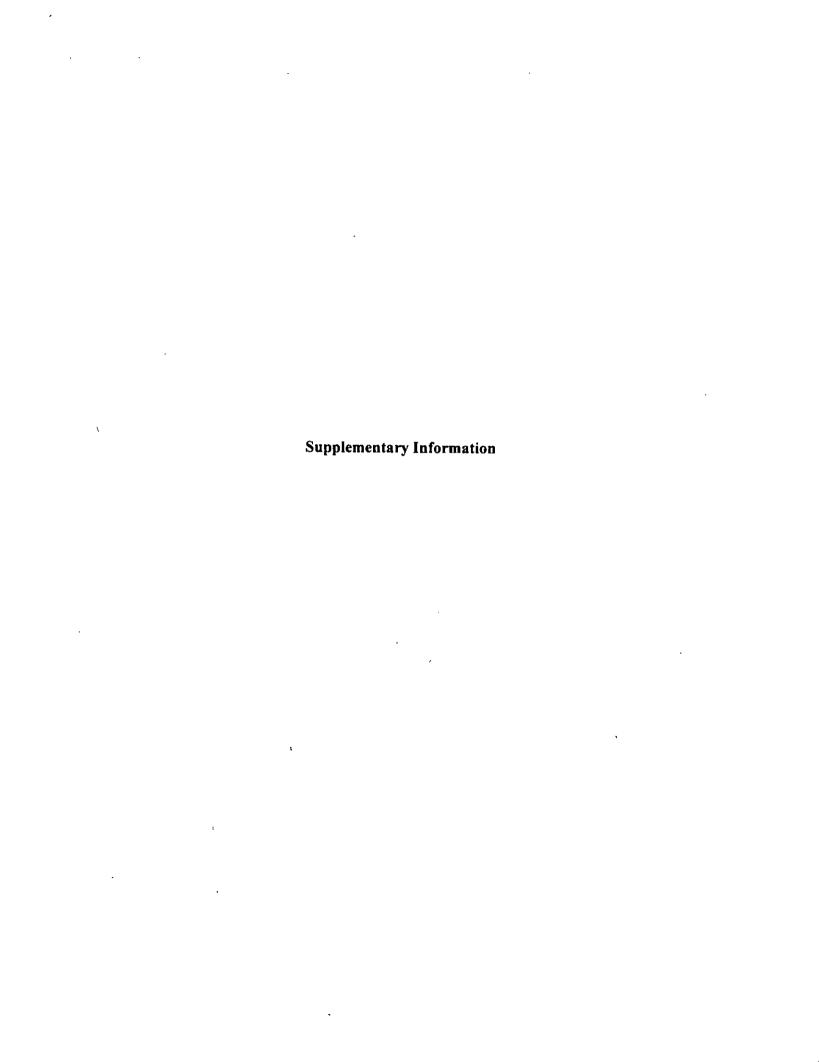
NOTE 21 - IN KIND PROJECT CONTRIBUTIONS - continued

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
		\$ 14,434,069

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.



Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA <u>Number</u>	Passed Through to Subrecipients	Federal Expenditures
U.S. AGENCY FOR INTERNATIONAL DEVELOP	MENT:			
Direct Grants:				
36521 - Uganda HIV/AIDS/TB	617-A-00-09-00007-00	98.001	\$ 35,943	\$ 478,356
36532 - Turkmenistan YC	120-A-00-09-00029-00	98.001	-	276,323
36662 - Madagascar CBIHP	687-A-00-11-00013-00	98.001	(10,469)	(10,469)
36697 - SPRING	AID-OAA-A-11-00031	98.001	7,483,566	27,002,657
36702 - Nepal CHX Cord Care	AID-OAA-A-11-00073	98.001	•	1,015,986
36747 - Ukraine HWUP	AID-121-A-11-00003	98.001	-	7,656
36800 - Advancing Partners	AID-OAA-A-12-00047	98.001	38,170,434	60,045,239
36845 - Pakistan HSSP	AID-391-A-13-00002	98.001	1,694,570	6,061,436
36895 - Mozambique M-SIP	AID-656-A-13-00006	98.001	-	1,213,872
36932 - Senegal LLP	AID-685-A-14-00001	98.001	12,252	127,675
36991 - AIDSFREE	AID-OAA-A-14-00046	98.001	27,033,705	46,523,456
37024 - Tanzania CHSS	A1D-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	A1D-687-A-16-00001	98.001	471,524	6,992,770
Total Direct Grants - CFDA #98.001			79,202,636	185,275,085
Pass-through Grants:				
Passed through Partnership for Supply Chain				
Management, Inc. (PSCM):				
36344/36519/36524/37034/37053/37150 - Supply				
Chain Management System	GPO-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.:	AID:2134-01333710-CR	70.001	-	44,209
37305 - MSH Guinea eLMIS TA	SIAPS-Guinea-17-01	98.001		75 104
Total Pass-through Grants - CFDA #98.001	SIAT S-Outhea-17-01	76.001		35,186 10,892,643
Total - CFDA #98.001 - USAID Foreign	ı			
Assistance for Programs Overseas	,		79,202,636	196,167,728
TOTAL - U.S. AGENCY FOR INTERNATION	NAL			
DEVELOPMENT			<u>\$ 79,202,636</u>	\$ 196,167,728
See notes to Schedule of Expenditures of Federal A	warde			23

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN S	ERVICES - CONTINUI	ED:		
Direct Grant:				
37103 - HITEQ	U30CS29366	93.129	1,308,648	2,116,274
Pass-through Grants: Passed through Community Health Assoc. of Mountain/Plain States:				·
37225 - CHAMPS Planning 2016 Passed through Community Health Center:	APW/CHAMPS/9.1.16`	93.129	•	4,847
37241 - CHCACT UDS Training Passed through National Assoc. of Community Health Centers, Inc.:	APW/11.10.16/CHACT	93.129	-	3,578
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	<u>-</u>	1,283
Total CFDA #93.129 - Technical and				
Non-Financial Assistance to Health Centers			1,308,648	2,140,459
Pass-through Grant:				
Passed through Dartmouth Toxic Metals: 37297 - Dartmouth Arsenic Site	APW/DTM\$RP/4.17.17	93.143		1,421
Total CFDA #93.143 - NIEHS Superfund				
Hazardous Substances-Basic Research and E	ducation		<u>-</u>	1,421
Direct Grant:				
36904 - Ryan White ACE	UF2HA26520	93.145	3,333	4,667
Pass-through Grant: Passed through Health Research, Inc.:				
37221 - National Quality Center Evaluation Project	Agreement @ 7-01-16	93.145		86,326
Total CFDA #93.145 - AIDS Education and Training Centers			3,333	90,993
Pass-through Grant:				
Passed through the State of Vermont.:				
37212 - VT HPDP Evaluation	Contract #31786	93.184		14,171
Total CFDA #93.184 - Disabilities Prevention				14,171
Pass-through Grants:				
37163 - FamPlan Data Systems		93.217	-	116,399
37281 - FamPlan Data Systems		93.217	<u> </u>	68,774
Total CFDA #93.217 - Family Planning Service	s			185,173

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN S	SERVICES - CONTINU	ED:		
Direct Grants:	•			
36777 - National Training Center - Quality Assurance	ce,			
Quality Improvement, Evaluation	FPTPA006025	93.260	•	4
36787 - Reproductive Health Prevention Training				
and Technical Assistance	FPTPA006015	93.260	-	143
36792 - National Training Center for Management				
and Systems Improvement	FPTPA006023	93.260	-	(3,481)
37223 - Family Planning National Training Center				
for Service Delivery Improvement	FPTPA006028	93.260	1,247,914	3,447,396
Total - CFDA #93.260 - Family Planning -				
Personnel Training			1,247,914	3,444,062
Direct Grant:		•		
37321 - HRSÄ RRHO	UH5HA30789	93.266		131,343
Total CFDA #93.266 - Health Systems				
Strengthening and HIV/AIDS Prevention,				
Care and Treatment under the President's				
Emergency Plan for AIDS Relief			<u>-</u>	131,343
Pass-through Grants:				
Passed through United Way/Greater Nashua:				
36937 - Nashua DFC Eval FY14	Agreement @ 9-30-16	93.276	-	4,075
Passed through Narragansett Prevention Partnership:				,
37148 - NPP Evaluation	Agreement @ 1-01-16	93.276	-	11,282
Passed through Monadnock Alcohol and Drug Abuse Coalition:				- · ,
37184 - Monadnock TAP	Agreement @ 2-01-16	93.276	-	217
Passed through City of Franklin, NH:	• •			
37290 - FMDTF DFC Eval	APW/COF/1.5.17	93.276	-	9,008
Passed through Mary Hitchcock Memorial Hospital:				2,000
37324 - Upper Valley DFC Eval	Agreement @ 3-29-17	93.276	-	2,005
Total CFDA #93.276 - Drug-free Communities				
Support Program Grants				26,587

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN S	SERVICES - CONTINUE	ED:		
Pass-through Grants:				
Passed through Commonwealth of Massachusetts				
Department of Health:				
HIV/AIDS Research, Training and Support	INTF-4111M04500824036	93.283		169,912
Passed through Catholic Medical Center Community				
Services:				
37315 - CMC Focus Group	APW/CMC/6.14.17	93.283	•	986
Passed through State of Vermont: 37125 - VOHC Planning	20446	02.202	•	442
37212 - VOIC Flaining 37212 - VT HPDP Evaluation	30445 Contract #31786	93.283 93.283	-	443
Total - CFDA #93.283 - Centers for Disease	(75.205		9,457
Control and Prevention - Investigations				
and Technical Assistance			-	180,798
P C				
Direct Grant:	1112007000100	02 202	40.000	
36891 - PPHF 2013 - OSTLTS Partnerships	1U38OT000188	93.292	49,000	98,131
Total - CFDA #93.292 - National Public Health Improvement Initiative	l		49,000	98,131
Pass-through Grants:				
Passed through New Hampshire Dept. of Health and Human Services:				
37214 - NH Tobacco Helpline FY17	Agreement @ 07-01-16	93.305	-	122,169
Passed through Vermont Department of Health:				
37212 - Vermont Health Evaluation	Contract #31786	93.305	3,083	165,256
Total - CFDA #93.305 - Nat. State Based			2 002	207 427
Tobacco Control Program			3,083	287,425
Pass-through Grants:				
Passed through the Association of State and Territoria	1			
Health Officials:				
37149 - ASTHO Adult Immunization	Agreement @ 1-01-16	93.524	•	488
37273 - ASTHO Toolkit	63-12913	93.524		4,879
Total - CFDA #93.524 - Building Capacity of		•		
the Public Health System to Improve				
Population Health through Nat'l. NPOs			· -	5,367

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN S	SERVICES - CONTINU	ED:		1
Pass-through Grant:				
Passed through the University of Colorado: 37270 - TCPI	PSC-00584	93.638		38,452
Total - CFDA #93.638 - ACA Transforming Clinical Practice Initiative: Practice Transformation Networks (PTNs)			_	38,452
Direct Grant:				
37015 - Tobacco Use Prevention	NU58DP005338	93.735	•	63,449
Total - CFDA #93.735 - State Public Health Approaches for Ensuring Quitline Capacity			-	63,449
Pass-through Grants:				ï
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 Total - CFDA #93.757 - State Public Health	PO# 1031592	93.757	128,006	667,349
Actions to Prevent Diabetes, Heart Disease,				
Obesity and Assoc. Risk Factors			156,326	884,290
Pass-through Grants:				
Passed through Missouri Department of Health and			•	
Senior Services:				
37130 - MO HEAL	C315199001	93.758	•	26,257
Passed through Rhode Island Department of Health:				
37140 - RI Epidemiological Support	7549784	93.758		132,454
Total - CFDA #93.758 - Preventive Health and				
Health Services Block Grant Funded Soley				450 544
with Prevention and Public Health Funds (P	PHF)	,	-	158,711
Pass-through Grant:	,			
Passed through Lakes Region Partnership:				•
37245 - NH DSRIP Region 5	APW/LRP/10.20.16	93.779		42,614
Total - CFDA #93.779 - Centers for Medicare				
and Medicaid Services (CMS) Research,				
Demonstrations and Evaluations				42,614

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federat Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN S	ERVICES - CONTINU	ED		
Pass-through Grant:	•			
Passed through the State of Vermont:				
37212 - VT LOL Survey	Contract #31786	93.919	<u> </u>	13,830
Total - CFDA #93.919 - Cooperative				
Agreements for State-Based Comprehensive				
Breast and Cervical Cancer Early Detection				
Programs				13,830
Direct Grant:				
36967 - Healthy Start Performance Project	UF5MC26845	93.926		2,138,551
Total - CFDA #93.926 - Healthy Start Initiative				2,138,551
Direct Grant:				
36945 - CDC CBA FY15 - FY19	U65PS004406	93.939		878,721
Total - CFDA #93.939 - HIV Prevention				
Activities - NGO Based				878,721
Pass-through Grant:				
Passed through the State of Massachusetts:				
37153 - CoRECT Study	PRF61	93.943		64,927
Total - CFDA #93.943 - Epidemiologic				
Research Studies of Acquired				
Immunodeficiiency System (AIDS) and				
Human Immunodeficiency Virus (HIV)				
Infection in Selected Groups				64,927
Pass-through Grants:				
Passed through South County Hospital Healthcare Syst				
37091 - South County Health Equity Zone Passed through Vermont Department of Health	Agreement @ 5-1-15	93.945	-	17,099
37212 - Vermont Health Evaluation	Contract #31786	93.945	_ .	26,412
Total - CFDA #93.945 - Assistance Programs				
for Chronic Disease Prevention and Control				43,511
Pass-through Grants:				
Passed through State of Rhode Island:				•
36801 - Prevention Resource Center Passed through New Hamp. Prevention Certification Board of New Hampshire:	3316844	93.959	•	√ 184,156
37168 - NHPCB Workforce		93.959	<u> </u>	24,243
Total - CFDA #93.959 - Block Grants for				<u></u> _
Prevention and Treatment of Substance Abus	e		<u>-</u>	208,399
See notes to Schedule of Expenditures of Federal Av	wards.			31

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF JUSTICE:				•
Pass-through Grants: Passed through State of New Hampshire: 37205 - NH Juvenille Court Video 37250 - Juvenille Diversion Evaluation Total - CFDA #16.540 - Juvenile Justice and Delinquency Prevention - Allocation to State	Agreement @ 9-01-15	16.540 16.540	- 	13,376 30,454 43,830
TOTAL U.S. DEPARTMENT OF JUSTICE			•	<u>\$ 43,830</u>
U.S. DEPARTMENT OF AGRICULTURE:				
Pass-through Grant:				
Passed through Food Insecurity Nutrition Incentive (F	·	10.721	•	
37257 - FINI Evaluation	PRF61	10.331	<u>\$</u>	\$ 36,504
Total CFDA #10.331 - Food Insecurity Nutrition Incentive Grants Program			<u>s</u> -	\$ 36,504
Pass-through Grant: Passed through Massachusetts Dept. of Elementary and Secondary Education:				
37167 - ESE Allergies Manual Total CFDA #10.560 - State Administrative Expenses for Child Nutrition	Agreement @ 3-25-16	10.560	<u>-</u>	\$ 99 99
Pass-through Grant: Passed through State of Vermont: 37155 - VT SNAP Education Evaluation	30754	10.561		31,923
Total CFDA #10.561 - State Administrative		•		
Matching Grants for the Supplemental				
Nutrition Assistance Program				31,923
TOTAL - U.S. DEPARTMENT OF AGRICUL	TURE	•	<u>s -</u>	\$ 68,526

1

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

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.

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 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.

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.

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	Finan	cial	State	ements
----------------------	-------	------	-------	--------

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

JSI Research & Training Institute, Inc. Board of Trustees

Alexander K. Baker, MBA Chief Operating Officer John Snow, Inc.

David E. Bloom, M.A., Ph.D.

Clarence James Gamble Professor of Economics and Demography

Harvard School of Public Health

Patricia Fairchild, M.A.
Vice President
John Snow, Inc.

Sandro Galea, MD, MPH, DrPH
Dean and Robert A. Knox Professor
Boston University School of Public Health

Leland B. Goldberg Resolution Capital

Carolyn Hart, MSPH
Director, JSI/Washington
John Snow, Inc.

Louis Kaplow, J.D., Ph.D.
Finn M.W. Caspersen & Household Professor of Law and Economics
Harvard Law School

Joel H. Lamstein; MS
President and CEO
John Snow, Inc. and World Education, Inc.

Ken Olivola, M.C.P., M-Arch
Director, JSI/Boston International Group
John Snow, Inc.

Paul Osterman, Ph.D.

Nanyang Technological University (NTU) Professor of Human Resources and Management
Sloan School of Management at M.I.T.

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

CHRISTIN H. D'OVIDIO

JSI, 501 South Street, Bow, New Hampshire 03304 (603) 573-3353

christin dovidio@jsi.com

EDUCATION

NATIONAL PUBLIC HEALTH INFORMATION COALITION, MARIETTA, GEORGIA Certified Communicator in Public Health, 2015

UNIVERSITY OF SOUTH FLORIDA, TAMPA, FLORIDA Graduate Certificate Degree, Social Marketing for Public Health, 2013

NEW SCHOOL UNIVERSITY, NEW YORK, NEW YORK Master of Fine Arts, Acting & Fine Arts Production, 2002

MILLS COLLEGE, OAKLAND, CALIFORNIA Bachelor of Arts, Dramatic Arts & Communications, 1998

EXPERIENCE

JSI, Bow, New Hampshire

Marketing and Communications Director, 2016 to present

State of New Hampshire, Young Adult Binge Drinking Prevention Campaign (2016 to present)

Serve as Project Manager to research, evaluate, and implement a young adult-focused prevention campaign: Binge Drinking Prevention in NH. Research for this campaign has involved peer group or network identification and validation in NH, the theories of social marketing and behavior change and may involve social media, traditional media, and youth leadership with a state-wide media buy.

State of Wisconsin, Youth Sex Trafficking Awareness Campaign (present)

Serve as Project Manager and Evaluator to develop a high-impact awareness campaign for the WI Department of Children and Families to inform the public that sex trafficking of WI youth under the age of 18 is an issue in urban, suburban, and rural communities throughout the state. The campaign has a positive focus and includes using trauma-informed, developmentally appropriate, and youth-centered solutions. JSI will implement an effective statewide media/social marketing campaign that reduces demand and prevents sex trafficking of youth in WI.

Vermont Department of Health, Infant Safe Sleep Campaign (present)

Serve as Project and Creative Director to develop a marketing campaign for VT to reduce the incidence of sudden unexpected infant death (SUID) and unintentional infant asphyxiation, and to increase the practices of infant safe sleep recommendations in VT. The goal of this project is to create an appropriate intervention to increase parent adoption of safe-sleep practices in VT; it identifies priority audiences affected by SUIDs, best-practice outreach strategies, provider communication channels for interventions, and effective educational outreach materials to promote safe sleep environments in VT.

New Hampshire Lyme Disease Prevention Marketing Campaign (2016 to present)

Serve as Project Director and Social Media Director to develop a grass-roots and social marketing campaign for a private funder via the NH Charitable Foundation in order to reduce tick encounters and cases of Lyme disease in NH. This project identifies priority audiences affected by tick bites, best-practice outreach strategies, partner communication channels for grass-roots interventions, and effective educational outreach materials to advance the understanding of the health risks of tick encounters, and how to prevent tick bites and Lyme disease. Tick Free NH (TickFreeNH.org) includes the development and creation of a Public Service Announcement, mass-media marketing campaign, social media campaign, and website. Tick Free NH recently won the Berreth Award - Bronze Medal, Corporate Health Marketing (National Public Health Information Coalition), and JSI has been contracted by the State of RI to create Tick Free RI.

QuitNow-NH Media, Marketing & Health Communications (2016 to present)

Serve as Project Director and Marketing and Communications Director for all NH Tobacco Prevention and Cessation marketing projects. This contract serves as communication hub for QuitNow-NH and its social media, web (QuitNowNH.org) and text counterparts as well as QuitWorks-NH (QuitWorksNH.org), a resource for NH clinicians working with their patients to quit using tobacco. Annually, statewide media campaigns are conducted to expand and promote QuitNow-NH. All campaigns utilize formative research and make use of best practices in social marketing for behavioral change and include program planning, implementation and evaluation. This project includes originally produced, population-based, media campaigns and e-learning modules for providers and health care professionals.



New Hampshire Maternal and Child Health – Healthy Families America Marketing Campaign (present)

Serve as Project Manager and Evaluator 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.

Partnership for Drug-Free NH, NH Maternal Marijuana and Alcohol Market Research (present)
Serve as Project Manager and Evaluator to research current knowledge, attitudes and beliefs of women of child-bearing age around the use of marijuana and alcohol when pregnant. This formative research includes an environmental scan, utilizes online survey software to reach a substantial proportion of the population, and will include focus groups.

New Hampshire Opioid Awareness Campaign: Anyone.Anytime.NH™ (2016-17)

Serve as Marketing and Communications Coordinator for the statewide awareness campaign, Anyone. Anytime. NHTM, created to reduce stigma around opioid addiction, increase awareness of two laws developed to save lives in an overdose situation, and encourage treatment and recovery in NH. This statewide campaign includes the production of original Public Service Announcements, a website (Anyone. Anytime. NHTM campaign was recently cited in the U.S. Department of Health and Human Services, Office of the Surgeon General, Facing Addiction in America: The Surgeon General's Report on Alcohol, Drugs, and Health. Washington, DC: HHS, November 2016, and won the Berreth Award – Honorable Mention, Corporate Health Marketing. National Public Health Information Coalition, 2017. JSI has been contacted by a number of states and municipalities, as well as SAMHSA, around campaign adaptation.

Rivier University, Division of Nursing and Health Professions, Nashua, New Hampshire Adjunct Professor. 2016 to present
Program Planning and Evaluation for Public Health; Health Systems & Services

State of New Hampshire, Department of Health and Human Services, Concord, New Hampshire Marketing and Media Specialist, 2008-16

ORAL PRESENTATIONS

- Formative Research for Public Health. (October 2017). Presentation to Public Health 101 at Rivier University, Nashua, NH.
- Reducing Binge Drinking in New Hampshire Young Adults: Applications of Socio-Psychological Theories to Health Behavior Change. (August 2017). National Conference on Health Communication Marketing and Media. Atlanta, GA.
- Tick Free NH: A Grass-Roots Lyme Disease Prevention Campaign in New Hampshire. (August 2017). National Conference on Health Communication Marketing and Media. Atlanta, GA.
- Social Media Training. (May 2017). State of New Hampshire Health Promotion Users Group, Concord, NH.
- Anyone Anytime. NH: New Hampshire Heroin Awareness Campaign. (June 2016). 24th Social Marketing Conference, Building on the Legacy: Forging New Paths. Clearwater Beach, FL.
- Public Health Chronic Disease Workforce. (November 2015): Presentation to Public Health 101 at Rivier University, Nashua, NH.
- E-cigarettes and Current National and New Hampshire Policy. (September 2014). Public Policy Training for NH.
 Comprehensive Cancer Collaborative members, Concord, NH.
- Dear Me New Hampshire: Low-cost Marketing with a Big Impact. (April 2012). Break Free Alliance, Promising Practices. New Orleans, LA.
- Marketing on a Shoestring Budget. (August 2009). National Conference on Health Communication Marketing and Media. Atlanta, GA.

HONORS | AWARDS

- Tick Free NH Grass-Roots Lyme Disease Prevention in New Hampshire (2017) Berreth Award Bronze Medal, Corporate Health Marketing. National Public Health Information Coalition.
- Anyone Anytime NITTM Campaign (2017) Berreth Award Honorable Mention, Corporate Health Marketing. National Public Health Information Coalition.

- Anyone Anytime NHTM Campaign (2016). U.S. Department of Health and Human Services, Office of the Surgeon General, Facing Addiction in America: The Surgeon General's Report on Alcohol, Drugs, and Health. Washington, DC: HHS, November 2016.
- Dear Me New Hampshire 2013-14 Campaign Summary Report (2015) Grady Award Bronze Medal. National Public Health Information Coalition.

PROFESSIONAL ORGANIZATIONS | VOLUNTEER ACTIVITIES

International Social Marketing Association, Member 2016 to current; Society for Health Communication, Founding Member 2016 to current; Social Marketing Association of North America (SMANA), Member 2016 to current, Program Committee Member, & New England SMANA Co-Chair; National Public Health Information Coalition, Member 2014 to current; New Hampshire Public Health Association (Communications Committee Co-Chair) 2016 to current.

KARYN DUDLEY MADORE

JSI, 501 South Street, 2nd floor, Bow, New Hampshire 03304 (603) 573-3305

kmadore@jsi.com

EDUCATION

NATIONAL PUBLIC HEALTH INFORMATION COALITION, MARIETTA, GEORGIA Certified Communicator in Public Health, 2015

UNIVERSITY OF SOUTH FLORIDA, TAMPA, FLORIDA Graduate Certificate Degree. Social Marketing for Public Health. 2014

PLYMOUTH STATE COLLEGE, PLYMOUTH, NEW HAMPSHIRE M.Ed. 1995

PLYMOUTH STATE COLLEGE, PLYMOUTH, NEW HAMPSHIRE B.S., Marketing 1987

EXPERIENCE

JSI, D/B/A COMMUNITY HEALTH INSTITUTE, Bow, New Hampshire NH Communications and Operations Director, August 1998 to present

JSI-NH Operations Director

Provide operational oversight of functions and operations, including project and support staff workload division, professional development, and liaison to other JSI offices and departments.

JSI-NH Health Communications Director

Provide overall strategic direction, administration, and management of health communications services to a variety of projects. Oversee marketing and communication campaign development, print materials, and collateral as well as print material distribution services to ensure that all materials and campaigns are of high quality, effective, and innovative.

Consultancies:

NH Center for Excellence (CFEX): Best Practices in Reducing Alcohol and Drug Problems
CFEX Communications' Lead, The CFEX provides consultation, training, and technical assistance for substance
misuse prevention, substance use disorder treatment, continuum of care development, and integration of behavioral
health into primary care including needs assessment, system capacity assessment, strategic planning, and policy
recommendation. As the Communications Lead, I am the Project Director for the following two initiatives:

NH Opioid Awareness Media Campaign: Anyone. Anytime. NHTM August 2015 to present

Serve as Project Director for the creation and implementation of the awareness campaign, Anyone Anytime NHTM, created to reduce stigma around opioid addiction, increase awareness around the passage of two laws developed to save lives in an overdose situation, and encourage treatment and recovery in New Hampshire. This statewide traditional and media campaign includes the production of original Public Service Announcements, a website (Anyone Anytime NH.org) and web and social marketing.

NH Young Adult Prevention Messaging August 2016 to present

Serve as Project Director to 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.

Wisconsin Human Trafficking Awareness and Prevention Campaign Graphic Designer

Serve as Project Director and as Communication Specialist Lead to create a Human Trafficking Awareness and Prevention Campaign to inform the public that sex trafficking of Wisconsin youth under the age of 18 is an issue in urban, suburban, rural and tribal communities throughout WI. This Campaign will strive to bring awareness to the indicators that a youth is being sex trafficked or may be at risk of being sex trafficked; disseminate information about the risk factors that may make youth more vulnerable to being trafficked; and, implement an effective statewide media/social marketing campaign that reduces demand and prevents sex trafficking of youth in Wisconsin.

NH Lyme Disease Prevention Campaign Spring 2016 to present

Serve as Communication Specialist to develop a grass-roots and marketing campaign for a private funder via the NH Charitable Foundation in order to reduce tick encounters and cases of Lyme disease in NH. This project identifies



priority audiences affected by tick bites, best-practice outreach strategies, partner communication channels for grass-roots interventions, and effective educational outreach materials to advance the understanding of the health risks of tick encounter, and how to prevent tick bites and Lyme disease. Tick Free NH (TickFreeNH.org) includes the development and creation of a Public Service Announcement, mass-media campaign, social media campaign, and website.

National Healthy Start Branding and Communications Lead July 2014 to March 2017

Serve as the Branding and Communications Lead for the Maternal and Child Health Bureau's Supporting Healthy Start Performance project to provide capacity building assistance to 100 Healthy Start grantees to ensure program effectiveness in achieving the goals to reduce infant mortality, reduce health disparities and improve perinatal health outcomes.

New Hampshire Juvenile Court Diversion Video 2016

Served as Project Director to research and create a selection of videos with the purpose of highlighting the benefits of enrolling youth in one of the many NH Juvenile Court Diversion Programs. We provided a uniform tool for the NH Network to increase participation in the programs, understanding of the program in priority populations, and to be able to speak in one voice. These videos included champions of the process including: judges, police chiefs, parents, youth, etc.

Communication Training

Researched, customized and implemented a social communication training to help individuals identify their personal communication strengths and weaknesses in times of stress through interactive workshops. This training is an effective tool in organizational and leadership development, team building, and career planning and conflict resolution. To date this training has been provided to the following organizations: NH Tobacco Prevention and Control Program, NH Red Cross Granite Chapter, Community Health Institute, MIT Medical, and JS1, and continues to be offered by request.

Rivier University, Division of Nursing and Health Professions, Nashua, New Hampshire

Adjunct Professor, 2015 to present

Courses: Introduction to Public Health; Introduction to Environmental Health; Health Promotion, Marketing and Communication; and Behavioral Health and Health Promotion

SELECTED ORAL PRESENTATIONS

- Anyone. Anytime. NHTM New Hampshire's Opioid Crisis Public Awareness Campaign", (August 2017) National Conference on Health Communication, Marketing and Media, Atlanta, GA.
- Anyone. Anytime. NHTM. New Hampshire Heroin Awareness Campaign. (June 2016). 24th Social Marketing Conference, Building on the Legacy: Forging New Paths. Clearwater Beach, FL.
- Dear Me New Hampshire: Low-cost Marketing with a Big Impact. (April 2012). Break Free Alliance, Promising Practices. New Orleans, LA.
- Marketing on a Shoestring Budget. (August 2009). National Conference on Health Communication Marketing and Media. Atlanta, GA.

SELECTED HONORS | AWARDS

- Anyone.Anytime.NHTM (2017) Berreth Award, example of excellence in health communication, National Public Health Information Coalition (NPHIC),
- "Start the Conversation Physician Toolkit" (2014) GOLD MEDAL, Health Literacy, NPHIC
- "Start the Conversation Billboard" (2014) SILVER MEDAL, NPHIC
- * "Start the Conversation Posters" (2014) BRONZE MEDAL, NPHIC
- Dear Me New Hampshire 2013-14 Campaign Summary Report. (2015) BRONZE MEDAL, NPHIC

PROFESSIONAL ASSOCIATIONS | MEMBERSHIPS

Social Marketing Association of North America, Board of Directors Public Relations Society of America, Member National Public Health Information Coalition, Member International Social Marketing Association (ISMA), Member Society for Health Communication, Founding Member



EUGENIE COAKLEY

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

ecoakley@jsi.com

EDUCATION

HARVARD SCHOOL OF PUBLIC HEALTH, BOSTON, MASSACHUSETTS M.P.H. (Epidemiology Concentration), 1994

BOSTON UNIVERSITY, BOSTON, MASSACHUSETTS M.A., Statistics, 1987

FRAMINGHAM STATE UNIVERSITY, FRAMINGHAM, MASSACHUSETTS B.S., Mathematics, 1983

HARVARD EXTENSION SCHOOL, CAMBRIDGE, MASSACHUSETTS Coursework in Environmental Science, 2008–2010

CERTIFICATIONS

American Statistical Association, Accredited Professional Statistician™, 2013–2019

COMPUTER SKILLS

Advanced programming and analysis in SAS, SPSS, Excel. Good working knowledge of Access, nVivo (qualitative analysis), Stata. Power and sample size calculations (SAS, nQueryAdvisor) and sampling design.

EXPERIENCE

JSI, Boston, Massachusetts Statistician/Senior Consultant, 1999 to present

Current projects:

Vermont Tobacco Control (2016 forward) - Currently evaluating Vermont's peer-group targeted social marketing campaign for youth; involves using an ad campaign (with A/B testing) to draw 800 13-19 year olds to complete an online survey that ascertains tobacco use, awareness of the campaign, and peer group. A second project is surveying (via telephone interview) hundreds of local opinion leaders, in municipal government, about current and planned tobacco and drug control policies. Both quantitative and qualitative thematic analyses are planned.

Project Launch (2013 forward) - Co-evaluator for the State of Vermont's SAMHSA-funded Linking Actions for Unmet Needs in Children's Health (LAUNCH) program in Chittenden County. The evaluation involves collecting and synthesizing process data from all grantees, developing and implementing a parent survey, creating infographics, and incorporating state and county data for tracking health disparities in childhood developments.

Delaware Maternal and Child Health Epidemiology (2013 forward) – Senior epidemiologist for this multi-pronged contract. Recently completed an analysis of birth defects (prevalence, parental demographics, maternal health status, and access to care). Currently completing analysis of infant mortality using the WHO/CDC Perinatal Periods of Risk (PPOR) methodology.

Fostering Effective Integration (2015 forward) – Working with 8 primary care practices in Massachusetts to evaluate their ability to improve access, document costs, and affect outcomes by integrating primary care and behavioral health services. Co-authored cross-site evaluation plan and currently leading our team in developing metrics and finding ways to collect the data, including guidance on creating registries. Funded by the Blue Cross Blue Shield of MA Foundation.

Rhode Island BEACH program (2013-2017) – Statistical analysis of bacteria levels in beach sand and ocean water from 12 beaches, to assess variation in the levels over time and space, and identify correlates with other environmental factors. Results accepted for publication in the Journal of Environmental Health, April 2016. Currently validating qPCR testing as a replacement for Enterolert kits for checking water quality.



Selected past projects:

Maine Health Access Foundation's Mental Health Integration Project (2010-2013) - Quantitative lead for the JSI team performing the cross-site evaluation of the effectiveness of this multi-year effort to integrate mental health and primary care services in over 20 care settings. Develop and implement the collection of process and outcome measures, provide technical assistance, track the quality of the data collected, and provide a multi-level analysis of the data (pairing the quantitative measures with qualitative information from site visits and other sources).

Value of Community Health Centers (2011–2013) – For the California Primary Care Association, analyzed Medicaid claims data for several counties in northern CA. The analysis attributed members to providers, determined a usual source of primary care, and then assessed costs and utilization attributed to the organizations (hospitals, private practices, health centers) where those providers practiced. Utilization and costs per member per month were calculated as well as regression-adjusted estimates. The goal of the analysis was to determine whether community health centers were as cost-effective as other primary care providers.

Greater Rochester, NY Healthy Weight Initiative (2009–2012) – Senior consultant and statistician for this evaluation of a multi-level (youth, teachers, parents, pediatricians), multi-component (schools, day care, clinical, home) intervention aimed at reducing the rate of childhood obesity in Monroe County. Lead for analytic planning, data collection protocol development and implementation, analysis of BMI and physical activity data, synthesizing qualitative and quantitative data.

MTCT-Plus Program (2004–2010) – Operations Director for JSI's Data Management Center of Columbia University's MTCT-Plus program, bringing multidisciplinary care to HIV+ women and their families in I3 countries in Africa, and Thailand (15 sites). For 5 years, supervised programming and data processing staff to create an integrated system of monthly processing of medical records and quality indicator reporting (e.g., loss to follow-up). This system was responsive to both the needs of the Columbia Secretariat as well as the Site medical and program staff. For the last 2 years, provided advanced SAS programming and statistical consultation, including a survival analysis of mother-to-child transmission of HIV using program data.

Department of Defense (2006-2007) – Evaluated the effectiveness of the Post-Deployment Re-Assessment (PDHRA) Program for Service Members returning home from Iraq and Afghanistan. Tasks included designing a validity study, implemented at two Army bases, to examine the quality of the mental health screening tool; analysis of over 2 million PDHRA assessments to determine the association between symptom self-report and referral to care by health providers.

PRISM-E Study RCT (1999-2005) – Research and Operations Director for this SAMHSA-funded 6-year multisite clinical trial, evaluating whether an integrated or referral system of mental health and alcohol abuse care most benefits (over 2,000) older adults. JSI and Harvard Division on Aging formed the project Coordinating Center. Co-wrote the study protocol and process evaluation, performed site visits to monitor protocol fidelity and offer technical assistance, train site research assistants, develop and implement the randomization process, supervise data processing and programming staff, develop SAS software to clean the data, design analytic database, provide statistical consultation, data analysis and programming, and writing for manuscripts for peer-review publication.

Harvard Medical School, Cambridge, Massachusetts

Research Associate in Medicine, 1996-1999

Project Coordinator

Co-Director of the Boston Obesity/Nutrition Research Center – Epidemiology and Biostatistics Core: performed statistical analyses on longitudinal and cross-sectional data sets to determine the effect of body weight and physical activity on health and well-being. Published and presented papers on these topics; led Core's working group, advised/supervised other researchers and students on substantive, statistical, and SAS programming and Access database development issues. Assisted in the development of grant proposals and renewals.

Blue Cross Blue Shield, Massachusetts

Director of Modeling and Analytic Support, Strategic Planning Division, 1991–1992 (promoted from Program Manager, Health Programs Development Division, 1986–1991; Data analyst 1983–1985) Manager of Modeling and Analytic Support Unit within Strategic Planning. Responsible for all analytic work supporting strategic and corporate planning; statistical market research (including survey design, sample size calculation, factor analysis for branding), enrollment forecasting, economic analysis. Supervised two analysts. Served on: Market Research Committee; Service (TQM) Committee – Co-chair; Marketing Systems Development Committee.



MARTHA BRADLEY, MS

JSI, 501 South Street, Bow, New Hampshire 03304 (603) 573-3318

mbradley@jsi.com

EDUCATION

SPRINGFIELD COLLEGE, MANCHESTER, NEW HAMPSHIRE M.S., Human Service Administration, May, 2001

University of New Hampshire, Durham, New Hampshire B.A., Psychology, May, 1987

EXPERIENCE

JSI, Bow, New Hampshire

Project Manager, December 2002 to present

Areas of technical expertise include: Project management and implementation, health education and material development, training, and qualitative research.

Wisconsin Human Trafficking Awareness and Prevention Campaign, April 2017 to present

Worked on team to create a campaign to inform the public that (1) sex trafficking of youth is an issue in urban, rural, suburban and tribal communities throughout WI (2) educate about the indicators that a youth is being or may be at risk of being sex trafficked (3) disseminate information about the risk factors that make youth vulnerable to trafficking; and, (4) implement a statewide media/social marketing campaign that reduces demand and prevents sex trafficking of youth.

NH Center for Excellence (CFEX): Best Practices in Reducing Alcohol and Drug Problems

Worked on three projects for CFEX which provides consultation, training, and technical assistance for substance misuse prevention, substance use disorder treatment, continuum of care development, and integration of behavioral health into primary care including needs assessment, system capacity assessment, strategic planning, and policy recommendation.

NH Young Adult Prevention Messaging August 2016 to present

Responsible for developing the approach and methods for the exploratory and qualitative research resulting in a public health campaign targeting young adults ages 21 - 25 who drink frequently and excessively.

New Hampshire SBIRT Initiative, December 2015 to present

Under funding for NH Charitable Foundation in partnership with the Conrad N. Hilton Foundation and NH Bureau of Drug and Alcohol Services provided training to healthcare providers and systems implementing SBIRT (Screening, Brief Intervention, and Referral to Treatment) as a strategy to integrate behavioral health and primary care to identify patients at risk of substance misuse. Developed and implemented a variety of learning opportunities such as webinars, meetings, onsite trainings and shared learning to help providers address all facets of their workflow. The training builds knowledge and skills utilizing motivational interviewing techniques with patients identified at greater risk.

NH Opioid Awareness Media Campaign: Anyone. Anytime. NHTM August 2015 - September 2015

Responsible for conducting eight focus groups to understand current attitudes and beliefs about the use of naxolone, understanding of the passage of a new law and knowledge of services available to assist an individual dealing with an opioid addiction that informed the creation of the awareness campaign Anyone. Anytime. NHTM

Partnerships for Quitline Sustainability, August 2014 to present

A multi-year contract with the CDC to work with the state health department to develop strategy and material to engage insurance professionals to consider cost sharing arrangements for Helpline services. Strategy based on model developed by North American Quitline Consortium and key informant interviews with insurance stakeholders.

Prediabetes Media Development and Placement Services, March 2015 to present

Responsible for developing a statewide media campaign that encourages those at risk to enroll in a National Diabetes Prevention Program which includes quantitative research of the target audience, audience testing, and message and material development.

Child Abuse Needs Assessment, April-October 2015

Conducted a comprehensive needs assessment to increase knowledge on the factors that impact the competencies and capacities of healthcare providers to provide special medical exams to child victims of suspected physical abuse.

Arsenic in Private Well Water, March-August 2015

Worked with the Dartmouth Toxic Metals Superfund Research Program to create intervention material to increase home owners' readiness to voluntarily test their well water for arsenic. Developed message themes and conducted end user testing to identify factors influencing home owners' interest in testing.

NH Immunization Marketing, June 2010 to present

NH Department of Health and Human Services, NH Immunization Program: Worked with community stakeholders to research, develop, and implement a statewide marketing and awareness campaign aimed at increasing immunization rates for the priority population.

NH Environmental Public Health Tracking Program Data Utilization and Outreach Project, April 2012 to present NH Department of Health and Human Services, Environmental Public Health Tracking Program: works to increase the utilization of the EPHT's data portal and other communication tools by developing a communication plan consisting of contemporary marketing and outreach strategies. Conducted formative research and wrote current communication plan. Conducted end user testing on a web-based tool to assess the probability of arsenic in well water.

Nashua Community Health Assessment, September 2013 to May 2014

Worked with client to develop appropriate protocols for focus groups with targeted segments of population, varying from topic-specific issues, to general health issues. Facilitated 10 focus groups and wrote summary report of findings.

SHARE Needs Assessment, September 2013 to May 2014

Developed methodology for local non-profit needs assessment, covering five towns in Southern NH. Developed protocols for focus groups and key informant interviews and developed needs assessment report.

PRESENTATIONS

- Presentation at IHA Health Literacy Conference: SBIRT: Talking with Your Patients about Substance Misuse, 2017
- Moffitt Cancer Center: Cancer, Culture and Literacy Conference in 2008 & 2010
- Presentation at the NH Conference for Adult Educators on Tobacco & Literacy in NH: A Pilot Program for Young Adults, February 2007 and abstract accepted at the ACCESS 08 Conference
- Presentation at the Break Free Alliance Conference, Promising Practice to Eliminate Tobacco Related Disparities: the Power of Communities, April 2012
- Presented poster Break Free Alliance Conference on Supporting Healthy Practices in Child Care: Nutrition, Physical Activity & Tobacco Exposure, April 2012
- Presentation at National Conference on Tobacco or Health, Engaging Low-Income Smokers in Tobacco Cessation via Credit Counseling Programs, 2012

OTHER EDUCATION

- National Institutes of Health, Office of Extramural Research, Protecting Human Research Participants, September 2009
- New Hampshire Department of Safety, Division of Fire Standards and Training:

IS-700: NIMS an Introduction, January 2009

IS-100: Introduction to ICS, January 2009

Public Information Office, April 2009

- Homeland Security Exercise & Evaluation Program (HSEEP) Training Course, December 2008
- Attended National Conference on Tobacco or Health, Minneapolis, MN, 2007
- Attended World Tobacco Conference, Washington, D.C., 2006
- Completed Motivational Interviewing workshop at Health Education and Training Institute, Portland, ME, 2005
- Attended National Tobacco Conference, Boston, MA, 2004
- Completed Basic Skills for Working with Smokers, University of Massachusetts Medical School, 2002



FONDA RIPLEY

JSI, 95 St. Paul Street, Burlington, Vermont 05401 (802) 651.7408

fripley@jsi.com

EDUCATION

JOHNS HOPKINS BLOOMBERG SCHOOL OF PUBLIC HEALTH, BALTIMORE, MARYLAND Master of Health Science, Population and Family Health Sciences, May 2005

Track: Reproductive, Perinatal and Women's Health; Certificate in Maternal and Child Health

STATE UNIVERSITY OF NEW YORK AT PLATTSBURGH, PLATTSBURGH, NEW YORK Bachelor of Arts, Biology/Pre-Medicine, 2001

EXPERIENCE

JSI, Burlington, Vermont Consultant, Evaluator, 2011 to present Selected projects:

Vermont Department of Health, Health Promotion Disease Prevention (HPDP) Evaluation Capacity Contract Project Director, Evaluator

JSI is contracted by the Vermont Department of Health, HPDP Division to provide comprehensive evaluation services to programs using a task order approach. JSI employs participatory processes to aid Program's in identifying evaluation priorities, strategies, and methodology that yield relevant and useful evaluation. JSI's scope of services include designing and implementing formative, process and outcome evaluations; conducting surveys, focus groups, and key informant interviews; analyzing primary and secondary data; and presenting findings and recommendations in accessible ways. JSI works with HPDP's tobacco, asthma, cancer, diabetes, physical activity and nutrition, and WISEWOMAN programs.

Vermont Department of Health, Vermont Tobacco Control Program Evaluation & Technical Assistance Project Director, Evaluator, and Technical Assistance Provider

JSI provides comprehensive evaluation, planning and technical assistance services to the Vermont Tobacco Control Program (VTCP). Responsibilities include project direction, management and communications with the VTCP; strategic planning (e.g., state plan, strategic evaluation plan, data dissemination plan, sustainability plan, and stakeholder engagement plan) and evaluation of priority initiatives across program components. This includes evaluation of the VTCP's: Medicaid cessation benefit expansion and promotion initiative; community grantee capacity and point-of-sale initiative; and youth social marketing prevention campaign, and survey of local opinion leaders and policy initiatives.

Vermont Department of Health, SNAP-ED Program Evaluation

Project Director, Evaluator

JSI works with the Physical Activity & Nutrition Program to provide evaluation services for their SNAP-ED program. JSI developed and is implementing a 3-year stakeholder-informed evaluation plan to assess program reach and impact on fruit and vegetable intake among low-income women and children participating in grantee programs. Evaluation of the Program's social marketing campaign involving focus groups with the intended audience of women with low income and young children was conducted to inform campaign messaging, resources, and disseminating channels. Annual evaluation reports and recommendations are provided to inform program improvements and demonstrate reach and impact.

Community Catalyst State Consumer Health Advocacy Program (SCHAP) Evaluation Qualitative Evaluator

Community Catalyst's (CC) SCHAP initiative is working with grantee organizations in four states to build capacity to strengthen consumer engagement and voice in health advocacy and Medicaid defense. JSI provides comprehensive evaluation for the initiative using a mixed methods approach to assess grantees' advocacy capacities and the usefulness and efficacy of CC technical assistance to grantees. In addition to surveys used to assess grantee satisfaction and advocacy capacity knowledge, skills, and self-efficacy. JSI conducts key informant interviews with grantees to inform profiles on their respective state contexts, initiatives, partners, and facilitators and barriers to their work.

San Mateo County, Family Health Services, Home Visiting Evidence-Based Review & Recommendations Senior Analyst

The Family Health Services (FHS) Home Visiting program in San Mateo County engaged JSI to provide conduct a comprehensive review of home visiting program strategies to support FHS in program development. JSI led a series of discussion groups with program staff and supervisors to understand their existing programs, operations, capacity and context. A comprehensive literature review is being conducted to identify evidence-based and promising home visiting



strategies relative to FHS priority populations and outcomes. Together, findings from the discussion groups and literature review will inform recommendations and considerations for FHS to improve client outcomes and maximize impact.

Vermont Department of Health, MCH Division, 2015 Title V & Title X Strengths & Needs Assessments Qualitative Evaluator

The Vermont Department of Health (VDH) contracted JSI to conduct their 2015 Title V Maternal and Child Health (MCH) Needs Assessment and Title X Family Planning Needs Assessment. The two statewide assessments involved qualitative data collection and analysis to support the state in determining the strengths, challenges, and quality of Vermont's MCH and family planning service delivery systems, and in identifying priority needs. Quantitative data were used to inform the needs assessment. Findings and recommendations were synthesized in a final report.

Vermont Department of Health, Maternal, Infant and Early Childhood Home Visiting (MIECHV) Project Qualitative Researcher

JSI evaluated Vermont's MIECHV home visitation development project. The goal of the evaluation was to describe referral, intake, and engagement strategies used by nurse home visitors to identify and engage clients in home visiting services and achieve optimal participation. The evaluation used a mixed methods approach. Responsibilities included facilitating client focus groups, analyzing qualitative data, and generating findings and recommendations.

Vermont Department of Health, Vermont Asthma Program Evaluation and Technical Assistance Services Project Director, Evaluator, and Technical Assistance Provider

JSI provides evaluation, training and technical assistance to the Vermont Asthma Program. This involves evaluation activities for program initiatives, including: 1) development of a strategic evaluation plan, 2) implementation evaluation of school-based strategies, 3) implementation and outcome evaluation of home-based strategies, and 4) implementation and outcome evaluation of health systems strategies. Evaluations include quantitative and qualitative methods.

Vermont Project LAUNCH (Linking Actions for Unmet Needs in Children's Health)

Project Coordinator and Technical Assistance Provider

JSI has been contracted to provide evaluation services for Vermont's Project LAUNCH (Linking Actions for Unmet Needs in Children's Health), a SAMHSA funded initiative to implement a strength-based, family-centered, culturally competent community system for promoting young child wellness in all developmental domains. Responsibilities include documenting the evolution of systems building among partners and the early childhood system of care via key informant interviews and the development of partner profiles and case studies. Technical assistance on data collection and reporting for the evaluations is provided to implementing partners as needed.

Maternal and Child Health Bureau (MCHB), Supporting Healthy Start Performance Project.

Quality Improvement Analyst | Materials Developer

JSI provides capacity building assistance to 100 Healthy Start grantees to ensure program effectiveness in reducing infant mortality and health disparities, and improving perinatal health outcomes. JSI provides training, consultation, and resources to community-based agencies working to improve maternal and child health outcomes. Project role involved developing materials to aid grantees in implementing evidence-based strategies to achieve Healthy Start benchmarks.

Illinois Unified Early Childhood Data System / West Virginia Early Childhood Data System Project Manager, Early Childhood Systems Analyst

JSI was contracted by Illinois and West Virginia to develop a plan for a statewide early childhood unified data system. JSI conducted an environmental scan of the landscape and systems. Processes involved stakeholder engagement, information gathering, and analysis of early childhood programs and information systems to inform a plan for a system that brings together early childhood data across state agencies and organizations.

Johns Hopkins Bloomberg School of Public Health Center for Communication Programs, Baltimore, Maryland Editorial Consultant. Knowledge for Health Project. (casual/on-call basis) 2009-2013

Research analysis; technical writing and review; synthesis of data, evidence and recommendations for family planning toolkits.

University of Vermont College of Medicine, Burlington, Vermont

Program Coordinator High Risk Breast Program of Vermont, 2007--2011

Program coordination, data collection and analysis for clinical breast cancer prevention research program.

Johns Hopkins Bloomberg School of Public Health Center for Communication Programs, Baltimore, Maryland Research Analyst, INFO Project, 2004–2006

Research analysis and writing for Population Reports and WHO's "Family Planning: A Global Handbook for Providers".



KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: JSI Research and Training Institute; Inc. d.b.a. Community Health Institute

Name of Contract: Primary Prevention Addressing ENDS Use Among High School Age Youth

RFP-2018-DPHS-18-TOBAC

BUDGET PERIOD:	SFY 19			•
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Christin D'Ovidio	Project Director/Social Marketing Expert	\$77,250	12.10%	\$9,355.83
Karyn Madore	Project Manager/Social Marketing Expert	\$110,725	10.70%	\$11,810.67
Eugenie Coakley	Research and Evaluation Lead	\$114,338	9.00%	\$10,290.39
Martha/Bradley	Formative Research Team	\$97,370	5.95%	\$5,788.12
Fonda Ripley	Project Evaluator	\$77,250	8.70%	\$6,695.00
				\$0.00
			· <u>-</u> -	\$0.00
TOTAL SALARIES (Not to exce	ed Total/Salary Wages, Line Item 1	of Budget req	uest)	\$43,940.01

BUDGET PERIOD:	SFY 20			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Christin D'Ovidio	Project Director/Social Marketing Expert	\$77,250	19.42%	\$15,000.00
Karyn Madore	Project Manager/Social Marketing Expert	\$110,725	9.03%	\$10,000.00
Eugenie Coakley	Research and Evaluation Lead	\$114,338	8.75%	\$10,000.00
Martha Bradley	Formative Research Team	\$97,370	9.24%	\$9,000.00
Fonda Ripley	Project Evaluator	\$77,250	9.06%	\$7,000.00
TOTAL SALADIES (Not to exce	eed Total/Salary Wages, Line Item 1	of Budget ree	u.o.ct)	\$51,000.00

BUDGET PERIOD:	SFY 2021			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Christin D'Ovidio	Project Director/Social Marketing Expert	\$77,250	19.42%	\$15,000.00
Karyn Madore	Project Manager/Social Marketing Expert	\$110,725	9.03%	\$10,000.00
Eugenie Coakley	'Research and Evaluation Lead	\$114,338	8.75%	\$10,000.00
Martha Bradley	Formative Research Team	\$97,370	9.24%	\$9,000.00
Fonda Ripley	Project Evaluator	\$77,250	9.06%	\$7,000.00
TOTAL SALARIES (Not to exce	eed Total/Salary Wages, Line Item 1	of Budget reg	uest)	\$51,000.00



Jeffrey A. Meyers Commissioner

Lisa Morris, MSSW Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527 603-271-4501 1-800-852-3345 Ext. 4501 Fax: 603-271-4827 TDD Access: 1-800-735-2964 GACITEM# 07 mar CES APPROVED 5-16-2018

NH DIVISION OF Public Health Services

April 12, 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, Tobacco Prevention and Cessation Program, to enter into an agreement with JSI Research & Training Institute, Inc., d/b/a Community Health Institute, Vendor # 161611-B001, 501 South Street, 2nd Floor, Bow, New Hampshire 03304, in an amount not to exceed \$156,631, to conduct research and analyze data results to determine which high school aged peer groups are most likely to have the highest Electronic Nicotine Delivery Systems (ENDS) use in New Hampshire, to be effective upon date of Governor and Council approval, through June 30, 2019. 80% Federal Funds, 20% General Funds.

Funds are available in the following account(s) for SFY 2018 and SFY 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-902010-56080000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY HEALTH, TOBACCO PREVENTION AND CESSATION PROGRAM

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2018	102-500731	Contracts for Prog Svc	90018008	\$15,000
SFY 2018	102-500731	Contracts for Prog Svc	90018000	\$70,631
SFY 2019	102-500731	Contracts for Prog Svc	90018008	\$15,000
SFY 2019	102-500731	Contracts for Prog Svc	90018000	\$56,000
			Total	\$156,631

EXPLANATION

Funds in this agreement will be used to conduct formative research and execute a marketing and communications campaign targeted at reducing Electronic Nicotine Delivery Systems (ENDS) use among high school aged youth. The 2015 New Hampshire Youth Risk Behavior Survey (NH YRBS) was the first time that data was collected on ENDS. According to the data, 25% of high school age youth who completed the survey, reported having used ENDS in the 30 days prior to taking the survey.

DHHS will continue to monitor ENDS use via the NH YRBS and will begin to implement evidence-based and/or promising practices to decrease the use of ENDS by youth.

National data released by the U.S. Centers for Disease Control and Prevention and the Food and Drug Administration show that high school aged youth use of electronic cigarettes exceeds use of cigarettes. There is a known relationship between youth peer groups influences and the initiation of smoking behaviors. Targeting youth based through peer groups is a useful strategy to prevent the uptake of tobacco use by high school aged youth. Results would allow for a better understanding of attitudes and behaviors of each group and drive future comprehensive, state-wide, counter-marketing media campaigns targeted to reduce tobacco initiation and social norming around tobacco use among the peer groups with the highest smoking prevalence. Peer group segmentation has not been explored in New Hampshire for high school aged youth. By replacing unhealthy behavioral norms with desirable healthy lifestyles, peer group-targeted interventions can create a lasting impact that resonates in the target audience's culture.

This is important because research shows that using e-cigarettes (or vaping) is an indicator of future cigarette smoking. Because most tobacco use is established during adolescence, actions to prevent adolescents from the potential of a lifetime of nicotine addiction are critical.

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 SFY 2020-2021 biennia.

Should Governor and Executive Council not authorize this Request, the New Hampshire Tobacco Prevention and Cessation Program would have to rely on national peer crowd data that may not be applicable to the high school aged youth in New Hampshire and therefore the marketing efforts will not be effective in resonating with the target audience's culture.

JSI Research & Training Institute, Inc. d/b/a Community Health Institute was selected for this project through a competitive bid process. A Request for Proposals/Applications was posted on The Department of Health and Human Services' web site from October 19, 2017 through November 30, 2017.

The Department received one (1) proposal. The proposal was 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/applications. The Bid Summary is attached.

His Excellency, Governor Christopher T. Sununu and the Honorable Council
Page 3

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend 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 Council.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Selected Vendor must work with the Department to further define and operationalize the
 reporting performance measures, set baselines and targets, within thirty (30) days of the
 effective date of contract. The Department will have the ability to withhold payments in the
 event that the selected Vendor fails to meet the agreed upon performance measures.
- Within thirty (30) days of the effective date of contract, the selected Vendor will submit a final work plan that includes, but is not limited to:
- A final plan to meet or exceed the number of high school age youth required to participate in the survey to achieve a state estimate.
- Submit an Institutional Review Board (IRB) for the project:
- Submit a plan for an independent evaluation.
- Submit a final detailed plan to engage high school aged youth for this project including details describing the number of YRBS questions, in addition to the tobacco questions the vendor can accommodate and paired with the peer crowd segmentation project.
- Within sixty (60) days of the effective date of contract, the selected Vendor will submit evidence of having an in-state presence in New Hampshire.
- Within sixty (60) days of the effective date of contract the selected Vendor will submit a final plan to conduct statewide formative research to identify high school aged youth peer crowds in New Hampshire.
- Within Ninety (90) days of the effective date of contract, the selected Vendor will submit demonstration of progress on an environmental scan.
- Within 120 days of the effective date of contract, the selected Vendor will submit a plan that
 describes the steps taken to conduct an environmental scan of available youth-centric
 ENDS social marketing campaigns.
- If there is an absence of existing social media campaigns, within 120 days of the effective date of contract, the selected Vendor will submit a draft social marketing plan to address high school age use of ENDS including:
 - o Details about testing messages with the target audience.
 - Details about possible ad placement at highly trafficked target audience venues.
 - Assure sufficient frequency, reach and duration.
 - Detail plan relative independent evaluation of the social marketing campaign.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4

Area served: Statewide

Source of Funds: 80% Federal Funds from U. S. Department of health & Human Services Centers for Disease and Prevention, National State-Based Tobacco Control Programs, and 20% General Funds.

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

Respectfully submitted,

isa 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

Primary Prevention Addressing ENDS	Úse
Among High School Age Youth	

Among High School Age Youth	RFP-2018-DPHS-1			
RFP Name	RFP Number	Reviewer Names		
				1. Lynne Clement, Program Specialist IV, DPHS
Bidder Name	Pass/Fail	Maximum Points	Actual Poiлts	2. Jessica Morton, Program Specialist IV, DPHS
JSI Research & Training Inc. dba Community Health Institute		300	189	Donna Asbury, Administrator I, DPHS Health Mgmt Ofc
2				4. Ellen Chase-Lucard, Financial Administrator DPHS
3				Amy Berquist, Financial Manager, 5. DPHS

Kira Hagemen, Business Administrator, DPHS

Subject: RFP-2018-DPHS-18-TOBAC

Primary Prevention Addressing Electronic Nicotine Delivery System UseAmong High School Age Youth

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		1.2 State Agency Address					
NH Department of Health and H	uman Services	129 Pleasant Street Concord, NH 03301-3857					
1.3 Contractor Name		1.4 Contractor Address	^				
JSI Research & Training Institut Institute	e, Inc. dba Community Health	501 South Street, 2 nd Floor Bow NH 03304					
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation				
603-573-3300	05-95-90-902010-56080000- 102-500731	June 30, 2019	\$156,631				
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone N	lumber				
E. Maria Reinemann, Esq. Director of Contracts and Procu	rement	603-271-9330					
1.11 Contractor Signature:	_	1.12 Name and Title of Contractor Signatory					
-////	•	Jonathan Stewart, Regional Director					
1.13 Acknowledgement: State	of NH , County of M	MIMACK					
On 4/5//8, 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 Publ	ic or Justice of the Peace	· · · · · · · · · · · · · · · · · · ·					
[Scal]	ve						
1.13.2 Name and Title of Notar DEBNACE My Commission	YOU E, Noting Proble Peace Expires October 16, 2018						
1.14 State Agency Signature,	,,,	1.15 Name and Title of State Agency Signatory					
disalle	Date: 4/18/18	LISA MORRIS DIRECTOR, DPHS					
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)							
Ву:		Director, On:					
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)							
By: Magan A. On Cale Astorny 4/27/18							
1.18 Approval by the Governor	and Executive Council (if applic	able)					
By:	\mathcal{O}	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 ..."

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
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per 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.

Page 3 of 4

Contractor Initials

Date 4/5/2018

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

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 4/5/2018



· Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will 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. The Contractor shall obtain approval from proper authorities, which may include parents, school boards and/or high school principals, in order to spend time at high schools for the purpose of completing the activities as outlined in the Scope of Services, and will adhere to NH RSA 186:11 IX-d, regarding policy governing the administration of non-academic surveys or questionnaires to students.

2. Scope of Services

- 2.1. The Contractor shall conduct formative research, which shall include high school aged youth to determine which peer crowds are found in New Hampshire and include the tobacco-related questions from the New Hampshire Youth Risk Behavior Survey (YRBS).
- 2.2. The Contractor shall analyze data resulting from the formative research to determine which of the high school aged peer crowds are most likely to have the highest Electronic Nicotine Delivery Systems (ENDS) use in New Hampshire.
- 2.3. The Contractor shall develop and submit marketing and campaign materials to the Department for review and approval to execute a state-wide youth (high-school aged) marketing, media, and communications campaign to reduce ENDS initiation and social norming, among the peer crowds with the highest ENDS prevalence.
- 2.4. The Contractor shall conduct their research and evaluation utilizing various non-academic settings during non-academic hours and on-line through community settings, which shall include, but not be limited to:
 - 2.4.1. Boys and Girls Club.
 - 2.4.2. Child and Family Services.
 - 2.4.3. Prevention Coalitions.
 - 2.4.4. Girls Inc.

Contractor Initials Date 4/5/2018



Exhibit A

- 2.5. The Contractor shall conduct an independent evaluation that will be used to assure progress towards meeting the performance measures and the overall program objectives and goals.
- 2.6. The Contractor shall analyze findings of formative research project and submit to the Department.
- 2.7. The Contractor shall conduct an environmental scan of youth focused ENDS social marketing campaigns, which activities shall include, but are not limited to:
 - 2.7.1. Conduct a search for peer-reviewed articles using the JSI Librarian as well as PubMed and Google Scholar, including a search on the terms "vaping, mods, smoke, vapes, mod/tank, youth, ENDS, e-cigs, teens, perception, and harm reduction".
 - 2.7.2. Conduct a scan via internet search engines and via multiple social media outlets.
 - 2.7.3. Utilize any previously conducted environmental scans on ENDS.

3. Staffing

- 3.1. The Contractor shall provide one (1) individual who shall serve as both a Project Director and a Social Marketing Expert whose job duties shall include, but are not limited to:
 - 3.1.1. Responsible for successful implementation of all contracted deliverables, including fiscal oversight.
 - 3.1.2. Designated main point of contact for the Department.
 - 3.1.3. Oversee the application of best practices in social marketing planning, formative research, and implementation.
 - 3.1.4. Conduct the literature review; focus groups, and campaign development.
 - 3.1.5. Oversee survey and evaluation processes.
- 3.2. The Contractor shall provide one (1) individual who will serve as both the Project Manager and a Social Marketing Expert whose job duties shall include, but are not limited to:
 - 3.2.1. Primary backup for the Project Director.
 - 3.2.2. Engage in all relevant formative research activities including but not limited to the environmental scan of prior and similar campaigns, focus groups and community engagement.
- 3.3. The Contractor shall provide a Research and Evaluation Lead whose job duties shall include, but may not be limited to:
 - 3.3.1. Lead the Formative Research and Evaluation Plan development Processes.

Contractor Initials

Date 4/5/2018

New Hampshire Department of Health and Human Services Primary Prevention Addressing Electronic Nicotine Delivery System (ENDS) Use Among High School Age Youth



Exhibit A

- 3.4. The Contractor shall provide one (1) Research Team Member whose job duties shall include, but may not be limited to:
 - 3.4.1. Lead the community engagement efforts as well as the development of focus group materials.
- 3.5. The Contractor shall provide one (1) Project Evaluator whose job duties shall include, but are not limited to:
 - 3.5.1. Support evaluation planning between the Contractor and the Department.
 - 3.5.2. Assist in the survey task, including development of the tool, survey recruitment and analysis as part of the formative research to assess peer crowd and ENDS prevalence.
- 3.6. The Contractor shall provide one (1) Research Associate whose job duties shall include, but are not limited to:
 - 3.6.1. Assist with the literature review.
 - 3.6.2. Assist with the analysis of data.
- 3.7. The Contractor shall provide one (1) Project Associate whose job duties shall include, but are not limited to:
 - 3.7:1. Provide overall administrative support.
 - 3.7.2. Implement best practices.
 - 3.7.3. Implement technical assistance to communities statewide.

4. Reporting

- 4.1. The Contractor shall submit written reports on a quarterly and annual basis, and upon Department request addressing items that are included in the Work Plan, Section 5.
- 4.2. The Contractor shall participate in monthly conference calls or in-person meetings as determined by the Department.
- 4.3. The Contractor shall provide a final report on the results of the environmental scan, formative research, and evaluation, within sixty (60) days of the end of the contract period.

5. Work Plan

- 5.1. The Contractor shall submit a final work plan, within thirty (30) days of the contract effective date, that includes, but is not limited to:
 - 5.1.1. A final plan to meet or exceed the number of high school age youth required to participate in the survey to achieve a state estimate.
 - 5.1.2. Submit an IRB for the project.

JSI Research and Training Institute, Inc. d/b/a Community Health Institute RFP #2018-DPHS-18-TOBAC

Exhibit A

Page 3 of 4

Contractor Initials

Data 4/5/2018



Exhibit A

- 5.1.3. Submit a plan for an independent evaluation.
- 5.1.4. Submit a final detailed plan to engage high school aged youth for this project including details describing the number of YRBS questions, in addition to the tobacco questions the vendor can accommodate and paired with the peer crowd segmentation project.

6. Performance Measures

- 6.1. The Contractor shall collaborate with the Department to further define and operationalize the reporting performance measures, set baselines and targets, within thirty (30) days of the effective date of contract. The Department will have the ability to withhold payments in the event that the selected Vendor fails to meet the agreed upon performance measures.
- 6.2. The Contractor shall submit a final work plan, within thirty (30) days of the contract effective date.
- 6.3. The Contractor shall submit evidence of having an in-state presence in New Hampshire, within sixty (60) days of the contract effective date.
- 6.4. The Contractor shall submit a final plan to conduct statewide formative research to identify high school aged youth peer crowds in New Hampshire, within sixty (60) days of the contract effective date.
- 6.5. The Contractor shall submit a plan that describes the steps taken to conduct an environmental scan of available youth-centric ENDS social marketing campaigns.
- 6.6. If there is an absence of existing social media campaigns, within 120 days of the effective date of contract, the selected Vendor will submit a draft social marketing plan to address high school age use of ENDS including:
 - 6.6.1. Details regarding testing messages with the target audience.
 - 6.6.2. Details about possible ad placement at highly trafficked target audience venues.
 - 6.6.3. Assure sufficient frequency, reach and duration.
 - 6.6.4. Detail plan relative independent evaluation of the social marketing campaign.
- 6.7. The Contractor shall submit demonstration of progress on Section 2.6, within ninety (90) days of the contract effective date.
- 6.8. The Contractor shall submit a final report on the results of the environmental scan, formative research, and evaluation, within sixty (60) days of the end of the contract period.

Exhibit A

Contractor Initials



New Hampshire Department of Health and Human Services
Primary Prevention Addressing Electronic Nicotine Delivery System (ENDS)
Use Among High School Age Youth

Exhibit B.

Method and Conditions Precedent to Payment

- 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 80% Federal Funds from the U.S. Department of Health & Human Services Centers for Disease Control & Prevention, Catalog of Federal Domestic Assistance (CFDA) # 93.305, Federal Award Identification Number (FAIN) NU58DP006010; and 20% General Funds, from Tobacco Prevention.
 - 1.2. 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 funded contractor's current and/or future funding.
- 2) 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 line item.
 - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to 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 invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will 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 Form P-37, Block 1.7 Completion Date.
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Tobacco Prevention and Cessation Program
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.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

JSI Research and Training Institute, Inc. d/b/a Community Health Institute RFP #2018-DPHS-18-TOBAC

Exhibit 8

Page 1 of 1

Contractor Initials

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: JSI Research and Training Institute, Inc. dib/a Community Health Institute (JSI/CHI)

Budget Request for: RFP-2018-DPHS-18-TOBAC

Primary Prevention Addressing Electronic Nicotine Delivery System Use Among High School Age Youth

Budget Period: SFY 2018 (5/2/18-4/30/18)

	<u>_</u>	Total Program Cost			Contractor Share /	Match	Funded by	Ditits contract share	
Line Ram 19 excess	Direct Incremental	indirect Fixed	Total	Direct See Incremental See	Indirect Fixed	Total	Direct (1997)	Indirect	Total
1. Total Salary/Wages	\$ 31,363.68	3 .	\$ 31,363.88		\$. 14	\$ 31,363,88	THE PERSON NAMED OF THE PE	
2. Employee Benefits	\$ 11,918.27	\$ -		3	 		\$ 11,918,27 \$	—————	31,363.86
3. Consultants		\$.	\$		 [11,918.27 3		11,918.27
4. Equipment:	\$ 2,822.74	\$	\$ 2,822.74		 		\$ 2,022,74 \$		
Rental		•	1			- 	3 2,022.14 3		2,822.74
Repair and Maintenance	13 .	•	1		+:	. •			
Purchase/Depreciation	3	\$	1	. 	+:	: ;			<u>.</u>
5. Supplies:	\$ 2,822.75	3	\$ 2,822.75	-	+	: : 		<u> -}</u>	
Educational	13	•	3	·	+ :		\$ 2,822.75 \$	· \$	2,822.75
Lab	1	3 .			 				·
Phermacy		3	:	• 	 				<u>·</u>
Medical			•	-: 	· · · · · · · · · · · · · · · · · · ·	- }		<u></u>	
Office	1	: 	3	-	+ ! -	- }	 		
8. Travel	\$ 1,070.00		\$ 1,070.00		 -	• • • • • •	3 3	<u>\$</u>	<u>:</u> _
7. Occupancy	\$ 3,135,39	-	\$ 3,136,39			· 13	\$ 1,070.00 \$		1,070 00
6. Current Expenses	3	:	9 3,130,39	: 	 		\$ 3,130.39 \$	<u></u>	3,136.39
Telephone			•	•	 				<u>.</u>
Postage		•	•	<u> </u>		· · ·		· \$	
Subscriptions	- }	\$:	·•	 		<u> </u>	- 18	
Audit and Legal -		: - :	:	<u> </u>		• [3			
Insurance				:	 	- 3 -	3 3	· · · · · · · · · · · · · · · · · · ·	
Board Expenses				<u> </u>		· • · · ·	- 5	- \$	
9. Software	- i 	•	: 	• 	 		<u> </u>		
10. Marketing/Communications		·	• — — — — — — — — — — — — — — — — — — —	<u> </u>		• 3		· \$	
11. Staff Education and Training		•	*	·	<u> </u>	· •	- 5		
12. Subcontracts/Agreements		. 	: 	<u> </u>	<u> </u>	- 13	15 3	. 5	
3. Other (specific details mandatory):	\$ 28,537.83	5 5,959 14	12 404 53	} 	 	· • ·	- 3		
	26,337,63		32,496.97	,			\$ 26,537.83 \$	5,959.14 \$	32,498.97
	- 	}		<u> </u>	+	- 1.5	1		
	- [- - 	· ·	· <u>·</u>	<u> </u>	3	· \$	3 5	. 8	
TOTAL	79,671,86	* ****	*	<u> </u>		. \$.	8 8		
TOTAL	[8 /9,6/1,86]	6,959.14	85,631.00	\$ -	5	. \$	\$ 79,671,86 \$	5,959,14 \$	44,431.00

New Hampahire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: JSI Research and Training Institute, Inc. d/b/a Community Health Institute (JSI/CHI)

Budget Request for: RFP-2018-DPHS-18-TOBAC

Primary Prevention Addressing Electronic Nicotine Delivery System Use Among High School Age Youth

Budget Period: SFY 2019 (7/1/18-6/30/19)

Direct					ector Shars / Match				share a marine a series of
	indirect	Total	Direct .		Indirect	Total			
Incremental	Fixed		Incremental		Fixed	1000	Incremental	The state of the s	
37,378.38	1 5	\$ 37,378,38	· ·	T 3		1	\$ 37,376,36	1	\$ 37,378,3
\$ 14,203.78				1		\$			\$ 14,203,7
3	\$	· ·	1	1		1		1	14,203.7
3,384 05		\$ 3,364.05	3	13		-	1 384.05	 	\$ 3,364.0
1 5	· ·	S .		Ť		1	3,32.03	 	3,364 0
13	\$ -	\$	13	1 3		•	1	 • 	 :
1 \$	<u>.</u>	1	\$	 i 			-	!	· · · · · · · ·
3,384.05	5 .	3 3,384,05		1 3			3 304.05	 	\$ 3,364.0
-	3	3 .	<u> </u>	+ č 		•	3,304.03	+:	3 3,354.03
3	\$	3	· · ·	+ ;		-	 • • • • • • • • • • • • • • • • • • •	+?	<u> </u>
\$	s .	<u>.</u>	·	1:-				 :	<u> </u>
	\$.	<u>.</u>	3	1		.	 : 	+	├
3	3	 	\$	1		.	 • • • • • • • • • • • • • • • • • • •	 	
\$ 650.00	š ·	\$ 650,00	<u> </u>	1		 		 	13
\$ 3,737,84	s .		1	l i				 	\$ 850.00
1	i s	3	3	1.		· ·	3,737,04	 	\$ 3,737.8
1	\$ -	3	3	H		 	 • 	 	<u> </u>
1 5	\$.	1		 [:		 	· ·
1	3 .	1	<u>.</u>	+:			 	 	<u> </u>
13	\$			1:		 	 	 •	· ·
13 .	s .	· \$		1 .		:		 } 	<u> </u>
1	\$.	3	:	1 7		 	 	<u> </u>	<u> </u>
1:	5	1		1:		 		 	<u> </u>
5	-	1		 : -		:	 	 	-
15	5 .	1	•	+		: 		 	<u> </u>
13	\$		· · · · · · · · · · · · · · · · · · ·	 		: 	*	 	
\$ 1,000.00	\$ 7,101 90	\$ 6,101.00	•	╅┋╾╸		:		 	<u> </u>
1 \$	3 .	3. 37.80	.	 ; 		•		7,101.90	\$ 8,101.90
S	1	3	•	 [-		- -	-	 	3
3	3		•	+:		•	· ·	 	<u> </u>
\$ 43,898.10	\$ 7104 AA	\$ 71,000.00		li -				 	\$ 71,000.00
	\$ 37,378.38 \$ 14,203.78 \$ 3,304.05 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$	\$ 37,278.38 \$	\$ 37,378.38 \$. \$ 37,378.38 \$. \$ 14,203.78 \$. \$ 14,203.78 \$. \$ 14,203.78 \$. \$. \$ 14,203.78 \$. \$. \$. \$. \$. \$. \$. \$. \$. \$	\$ 37,378.38 \$ \$ \$ 37,378.38 \$	\$ 37,278.38 \$ \$ \$ 37,378.38 \$. \$ \$ \$ \$ 37,378.38 \$. \$ \$ \$ \$ \$ \$ 14,203.78 \$ \$. \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 37,378.38 \$ \$ \$ \$ 37,378.38 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	State Stat	\$ 37,776.38 \$. \$ 37,776.38 \$. \$. \$. \$. \$. \$. \$. \$. \$. \$	State Stat



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:

- 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.
- 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:

Exhibit C - Special Provisions

Page 1 of 5

Contractor Initials

Date <u>4/5/2018</u>

Exhibit C - Special Provis

08/27/14



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 quardian.

Exhibit C - Special Provisions

Date 4/5/2018

Contractor Initials



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, bylaws 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

Exhibit C - Special Provisions

Contractor Initials

06/27/14

Page 3 of 5

Date 4/\$/2018



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.
- 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

Exhibit C - Special Provisions

4/6/010

Contractor Initial

06/27/14

Page 4 of 5



- 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.

Contractor Initials

Exhibit C - Special Provisions

06/27/14

Page 5 of 5



REVISIONS TO GENERAL PROVISIONS

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - 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.
- 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.
- The Division reserves the right to renew the Contract for up to two (2) additional years, subject to
 the continued availability of funds, satisfactory performance of services and approval by the
 Governor and Executive Council.

Exhibit C-1 - Revisions to Standard Provisions

Date 4/5/2018

Contractor Initials



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

Contractor Initials

Date 4/5/2018

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 1 of 2



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

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

4/5/2018

Name: Jonathan Stewart

Title: Regional Director

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 2 of 2



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 subcontractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- 3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

	Community Health Institute
4/5/2018	SIAT
Date	Name: Jonathan Stewart Title: Regional Director

Exhibit E - Certification Regarding Lobbying

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

CU/DHHS/110713

Page 1 of 1



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

Contractor Initial

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2



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 (I)(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.
- 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
Continuity Health Institute

4/5/2018

Date

Name: Jonathan Stewart
Title: Regional Director

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2 Contractor Initials

Date 4/5/2018



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

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

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

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

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

Exhibit G

Contractor Initials

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

6/27/14 Rev. 10/21/14

Page 1 of 2



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:

I. 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

Commonity Health Institute

4/5/2018

Date

Name: Jonathan Stewart Title: Regional Director

Exhibit G

Contractor Initials

Date



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

4/5/2018

Date

Name:

Jonathan Stew Title: Regional Director

Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1

Contractor Initia

HEALTH INSURANCE PORTABLITY 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. <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity"</u> 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. "<u>Data Aggregation</u>" 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.
- 9 <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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. "<u>Privacy Rule</u>" 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.

3/2014

Exhibit!
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

Date _ 4/5/2018

Exhibit (

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

(2) <u>Business Associate Use and Disclosure of Protected Health Information.</u>

- 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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6

Contractor Initials



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;
 - 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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6 Contractor Initials



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.
- I. 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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 4 of 6

Contractor Initials



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) <u>Termination for Cause</u>

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. <u>Definitions and Regulatory References</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Contractor Initials



- e. <u>Segregation</u>. 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. <u>Survival</u>. 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	JSI Research & Training Institute, Inc. d/b/a Community Health Institute
The State Viscos 095	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Jonathan Stewart
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, OPHS	Regional Director
Title of Authorized Representative	Title of Authorized Representative
4/18/18	April 5, 2018
Date	Date

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 6 of 6

Contractor Initials



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
- 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

4/5/2018

Date

Name: Jonathan Stewart
Title: Regional Director

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

Contractor Initials

Date 4/5/2018



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:	4-5729117	
2.	receive (1) 80 percent or more of your a loans, grants, sub-grants, and/or coope	eding completed fiscal year, did your business or organization innual gross revenue in U.S. federal contracts, subcontracts, rative agreements; and (2) \$25,000,000 or more in annual acts, subcontracts, loans, grants, subgrants, and/or	
	NOx	YES	
	If the answer to #2 above is NO, stop he	ere	
	If the answer to #2 above is YES, pleas	e answer the following:	
 Does the public have access to information about the compensation of the executives in you business or organization through periodic reports filed under section 13(a) or 15(d) of the Se Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Co 1986? 			
	NOx	YES	
	If the answer to #3 above is YES, stop h	nere ·	
	If the answer to #3 above is NO, please	answer the following:	
1.	The names and compensation of the fiv organization are as follows:	e most highly compensated officers in your business or	
	Name:	Amount:	



DHHS Information Security Requirements

A. Definitions

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

- 1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- 3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
 - Confidential Information also includes any and all information owned or managed by the State of NH created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

Contractor Initials

V4. Last update 2.07.2018

Exhibit K
DHHS Information
Security Requirements
Page 1 of 9



DHHS Information Security Requirements

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

Contractor Initials

V4. Last update 2.07,2018

Exhibit K
DHHS Information
Security Requirements
Page 2 of 9

Date <u>4/5/2018</u>



DHHS Information Security Requirements

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

- The Contractor must not disclose any Confidential Information in response to a
 request for disclosure on the basis that it is required by law, in response to a subpoena,
 etc., without first notifying DHHS so that DHHS has an opportunity to consent or
 object to the disclosure.
- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

V4. Last update 2.07.2018

- 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.

Exhibit K
DHHS Information
Security Requirements

Page 3 of 9

Contractor Initials



DHHS Information Security Requirements

- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

- 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.
- 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

Contractor Initials

V4. Last update 2.07,2018

Exhibit K **DHHS** Information Security Requirements Page 4 of 9



DHHS Information Security Requirements

- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
- 6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

V4. Last update 2.07.2018

Exhibit K
DHHS Information
Security Requirements
Page 5 of 9

Contractor Initials



DHHS Information Security Requirements

- 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.).
- 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

Contractor Initials

V4. Last update 2.07.2018

Exhibit K
DHHS Information
Security Requirements
Page 6 of 9



DHHS Information Security Requirements

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 the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and 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:

V4. Last update 2.07,2018

DHHS Information Security Requirements

Page 7 of 9

Contractor Initials



DHHS Information Security Requirements

- 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- 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.

V4. Last update 2.07,2018

Exhibit K
DHHS Information
Security Requirements
Page 8 of 9

Contractor Initials



DHHS Information Security Requirements

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 program and policy:

(Insert Office or Program Name) (Insert Title) DHHS-Contracts@dhhs.nh.gov

- B. DHHS contact for Data Management or Data Exchange issues:
 - DHHSInformationSecurityOffice@dhhs.nh.gov
- C. DHHS contacts for Privacy issues:

 DHHSPrivacyOfficer@dhhs.nh.gov
- D. DHHS contact for Information Security issues: DHHSInformationSecurityOffice@dhhs.nh.gov
- E. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov DHHSPrivacy.Officer@dhhs.nh.gov

V4. Last update 2,07,2018

Exhibit K
DHHS Information
Security Requirements
Page 9 of 9

Contractor Initials