



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
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November 14, 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, Bureau of Drug and Alcohol Services, to enter into a **sole source** amendment to an existing contract with JSI Research & Training Institute d/b/a Community Health Institute, Vendor #161611-B001, 501 South Street, 2nd Floor Bow, NH 03304, for the coordination of services provided to the New Hampshire Alcohol and Other Drug (AOD) Continuum of Care System, by increasing the price limitation by \$1,450,000 from \$3,400,734 to an amount not to exceed \$4,850,734, effective upon Governor and Executive Council approval, with no change to the contract completion date of June 30, 2020. 45.22% Federal Funds, 16.67% General Funds and 38.11% Other Funds.

The original agreement was approved by the Governor and Executive Council on October 17, 2018 (Item #6).

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

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, OPIOID STR GRANT (100% Federal Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	92052559	\$50,000	\$0	\$50,000
2020	102- 500731	Contracts for Program Services	92052559	\$0	\$0	\$0
			<i>Subtotal</i>	<i>\$50,000</i>	<i>\$0</i>	<i>\$50,000</i>

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	92058501	\$324,676	\$275,000	\$599,676
2019	102- 500731	Contracts for Program Services	92058502	\$324,676	\$275,000	\$599,676
2020	102- 500731	Contracts for Program Services	92058501	\$324,676	\$0	\$324,676
2020	102- 500731	Contracts for Program Services	92058502	\$324,676	\$0	\$324,676
			<i>Subtotal</i>	<i>\$1,298,704</i>	<i>\$550,000</i>	<i>\$1,848,704</i>

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	92057501	\$300,000	\$0	\$300,000
2020	102- 500731	Contracts for Program Services	92057501	\$300,000	\$0	\$300,000
			<i>Subtotal</i>	<i>\$600,000</i>	<i>\$0</i>	<i>\$600,000</i>

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PFS2 GRANT (100% Federal Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	92052407	\$240,000	\$0	\$240,000
2019	102- 500731	Contracts for Program Services	92052408	\$75,000	\$0	\$75,000
2020	102- 500731	Contracts for Program Services	92052407	\$240,000	\$0	\$240,000
2020	102- 500731	Contracts for Program Services	92052408	\$75,000	\$0	\$75,000
			<i>Subtotal</i>	<i>\$630,000</i>	<i>\$0</i>	<i>\$630,000</i>

05-95-92-920510-69350000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, MAT GRANT (100% Federal Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	92056935	\$108,800	\$0	\$108,800
2020	102- 500731	Contracts for Program Services	92056935	\$108,800	\$0	\$108,800
			<i>Subtotal</i>	<i>\$217,600</i>	<i>\$0</i>	<i>\$217,600</i>

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, STATE OPIOID RESPONSE GRANT (100% Federal Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	92057040	\$0	\$500,000	\$500,000
2020	102- 500731	Contracts for Program Services	92057040	\$0	\$400,000	\$400,000
			<i>Subtotal</i>	<i>\$0</i>	<i>\$900,000</i>	<i>\$900,000</i>

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: MEDICAID & BUSINESS POLICY OFFICE, OFFICE OF MEDICAID AND BUSINESS POLICY MEDICAID CARE MANAGEMENT (100% General Funds)

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102- 500731	Contracts for Program Services	47000554	\$162,562	\$0	\$162,562
2020	102- 500731	Contracts for Program Services	47000554	\$441,868	\$0	\$441,868
			<i>Subtotal</i>	<i>\$604,430</i>	<i>\$0</i>	<i>\$604,430</i>
			Grand Total	\$3,400,734	\$1,450,000	\$4,850,734

EXPLANATION

This request is **sole source** because the additional funding increases the price limitation by more than ten (10) percent of the original contract value. The purpose of this request is to expand the scope of services that the Contractor is currently providing to include restarting the Anyone/Anytime public advertising campaign. This amendment is in support of the Department's goal to re-align the substance use disorder (SUD) service access system into a streamlined and standardized approach as part of the State Opioid Response (SOR) grant, as awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). The Department's accepted SOR plan includes a significant investment in the expansion and dissemination of a public messaging campaign around the risk of opioids, safe medication storage, and accessing help for those who are affected by OUD. SOR funds will be used to re-boot and expand the "Anyone Anytime" campaign that the Department launched in 2014, and will expand the campaign to target specific prevention messaging for children and young adults related to OUD risks. This re-boot will also serve to ensure public awareness of new access points established with SOR funding, ensuring that individuals seeking information about SUD/ODU services are directed to the appropriate resources, including calling the newly developed 2-1-1 NH call center, visiting the single website designed to streamline information about services, and contacting their Regional Hub to access services.

This amendment also adds \$150,000 in funds that the Department was directed to add to this contract by the Governor's Commission on Alcohol and other Drugs at their October 2018 meeting. The purpose of the additional funding provided by the Commission is to ensure that the Contractor has sufficient resources to support the administrative and technical assistance functions the Commission requests of them.

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

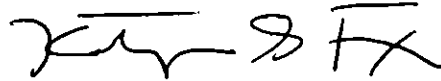
Should the Governor and Executive Council not approve this request, the Department may be unable to ensure that the general public is made aware of the new service delivery access established under the SOR grant, and resources for public awareness campaigns around the dangers and risks of opioids will remain limited. Further, the Department may not be in compliance with the funding directive made by the Governor's Commission on Alcohol and other Drugs

Area served: Statewide.

Source of funds: 45.22% Federal Funds from the DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant, CFDA#93.959 FAIN# TI010035, State Targeted Response to the Opioid Crisis (STR) Grant, CFDA #93.788 FAIN #TI080246, the Medication-Assisted Treatment (MAT) Grant CFDA #93.243 FAIN #TI026741, and the State Opioid Response (SOR) Grant CFDA #93.788 FAIN #TI081685 16.67% General Funds, and 38.11% Other Funds from the Governor Commission 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,



Katja S. Fox

Director

Approved by:



Jeffrey A. Meyers

Commissioner



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Alcohol and Other Drug (AOD) Continuum of Care
System Supports Contract**

This 1st Amendment to the Alcohol and Other Drug (AOD) Continuum of Care System Supports contract (hereinafter referred to as "Amendment #1") dated this 5th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and JSI Research & Training Institute d/b/a Community Health Institute, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 501 South Street, 2nd Floor, Bow, NH 03304.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 17, 2018, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 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:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$4,850,734.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Add Exhibit A, Scope of Services, Section 2, Scope of Work. Subsection 2.7, Cost Effectiveness Reporting, Paragraph 2.7.10, to read:
The Contractor shall provide quarterly reports to the Department detailing the status of Anyone/Anytime media messaging activities, including a comparison of budgeted to expended funds for these activities in the form and format prescribed by the Department.
5. Add Exhibit A Amendment #1 Additional Scope of Services.
6. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with: Exhibit B Amendment #1, Methods and Conditions Precedent to Payment.
7. Delete Exhibit B-1, Budget in its entirety and replace with: Exhibit B-1 Amendment #1, Budget.
8. Delete Exhibit B-2, Budget in its entirety and replace with: Exhibit B-2 Amendment #1, Budget.



New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports

9. Delete Exhibit B-11, SFY 2019 Governor's Commission Budget in its entirety and replace with:
Exhibit B-11 Amendment #1, SFY 2019 Budget, Governor's Commission Funding.
10. Add Exhibit B-17, Budget, SFY 2019 SOR Campaign Funding.
11. Add Exhibit B-18, Budget, SFY 2020 SOR Campaign Funding.



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

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

11/15/18
Date

[Signature]
Name: Kurtis Fox
Title: Director

JSI Research & Training Institute d/b/a/
Community Health Institute

11.12.18
Date

[Signature]
Name: Jonathan Stewart
Title: Regional Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on November 12, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Name and Title of Notary or Justice of the Peace

My Commission Expires: 9/5/2023



and "youth" ...
... ..



**New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

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

OFFICE OF THE ATTORNEY GENERAL

11/16/2019
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

Additional Scope of Services

1. Scope of Services

1.1. Expanded Media Messaging

1.1.1. The Contractor shall provide staffing, expertise and services to implement Phase III of the Anyone/Anytime NH™ Opioid Awareness Campaign, which includes, but is not limited to:

1.1.1.1. Increasing public awareness of the opioid epidemic and providing information on relevant topics, which include, but are not limited to:

1.1.1.1.1. Resources and services for prevention, treatment and recovery of opioid use disorders that are available to the public.

1.1.1.1.2. Legal protections covered by the "Good Samaritan" law (RSA 318-B:18).

1.1.1.1.3. Definitions and descriptions of opioids and illicit opioids.

1.1.1.1.4. Identified risk factors that contribute to opioid use and identified protective factors that contribute to recovery and harm reduction.

1.1.1.1.5. Other emerging trends relative to the opioid epidemic as directed by the Department.

1.1.1.2. Increasing public awareness of the availability of naloxone to prevent overdose death (RSA 318-B:18), and other relevant legislative efforts that support harm reduction, best practices and health promotion.

1.1.1.3. Increasing public awareness of the state's and Regional Public Health Network's efforts in the continuum of care scope of work to effectively address prevention, treatment and recovery support services from substance use disorders including opioid use disorders.

1.1.2. The Contractor shall ensure the delivery of messages which are appropriate for a variety of venues as approved by the Department.

1.1.3. The Contractor shall ensure all media messages inform the public in all regions of the state using varied and culturally competent messages, platforms, and communications channels.

1.1.4. The Contractor shall review the materials and content of the Anyone Anytime NH™ website (<https://anyoneanytimenh.org/>) and coordinate updates to the website with the Department's goal to transition to a single website for consumer information, which includes, but is not limited to:

1.1.4.1. Ensuring that all existing information is accurate.

1.1.4.2. Conducting an environmental scan of all data, best practices, and research currently available on opioids and illicit opioids.



Exhibit A Amendment #1

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- 1.1.4.3. Updating the website to reflect current data and information as approved by the Department.
 - 1.1.4.4. Ensuring that information relevant to Phase III of the Anyone/Anytime NH™ Opioid Awareness Campaign is reaching intended audiences through appropriate media channels and messaging.
 - 1.1.4.5. Ensuring that the frequency and reach of all paid media is based on industry standards.
 - 1.1.5. The Contractor shall collaborate with the Regional Public Health Network, health care organizations, regional hubs for opioid use disorder services and community partners as identified by the Department, to distribute media through their networks.
 - 1.1.6. The Contractor shall include messaging about the 2-1-1 NH as the public facing phone number to call, in all new and existing media and materials for the "Anyone/Anytime" campaign.
 - 1.1.7. The Contractor shall submit the final media messages to the Department for approval prior to publishing and/or public release or distribution. This will include electronic copies of the production files for all media messages.
 - 1.1.8. The Contractor's funding for media messages shall be used for technology needs, consultant services, materials publication, advertising time, and media buys as approved by the Department
 - 1.1.9. The services described in this Exhibit A Amendment #1, Additional Scope of Services, shall be completed by September 29, 2020. The media shall be purchased during the contracted period, but may run past the date of completion.

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Exhibit B Amendment #1

Methods 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 and Exhibit A Amendment #1, Additional Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Services and in Exhibit A Amendment #1, Additional Scope of Services in compliance with funding requirements.
3. This contract is funded as follows:
 - 3.1. Funding from the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment.
 - 3.2. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA):
 - 3.2.1. Substance Abuse Prevention & Treatment Block Grant (SAPT) CFDA #93.959 FAIN # TI010035.
 - 3.2.2. NH Partnership for Success Initiative (PFS2) CFDA #93.243 FAIN # SP020796.
 - 3.2.3. Medication-Assisted Treatment Prescription Drug and Opioid Addiction Grant (MAT-PDOA) CFDA #93.243 FAIN #TI026741.
 - 3.2.4. State Targeted Response to the Opioid Crisis Grant (STR) CFDA#93.788 FAIN # TI080246.
 - 3.2.5. State Opioid Response Grant (SOR) CFDA #93.788 FAIN H79TI081685
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved budget line items.
 - 4.2. Contractor budgets include:
 - 4.2.1. Exhibit B-1 Amendment #1 (SFY 19) and Exhibit B-2 Amendment #2 B-2 (SFY 20) which are the total budgets per State Fiscal Year including all programs within the contract.
 - 4.2.2. Exhibits B-3 through B-18 which are budgets for the individual programs by State Fiscal Year.
 - 4.3. The Contractor shall submit an invoice in a form satisfactory to the State no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.4. The Contractor shall ensure invoices are completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.5. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
 - 4.6. 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.

New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports



Exhibit B Amendment #1

- 4.7. 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.
- 4.8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Michael.Rogers@dhhs.nh.gov and Laurie.Heath@dhhs.nh.gov
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, Exhibit A Amendment #1, Scope of Services, and in this Exhibit B.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this contract.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and approved by the Department, and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Amendment #1

SFY 2019 Budget			
New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: AOD Continuum of Care Systems Supports			
Budget Period: SFY19 (Date of G&C - 6/30/19)			
Line Item -Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 969,139.00	\$ -	\$ 969,139.00
2. Employee Benefits	\$ 368,275.00	\$ -	\$ 368,275.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 29,057.00	\$ -	\$ 29,057.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 67,841.00	\$ -	\$ 67,841.00
6. Travel	\$ 5,559.00	\$ -	\$ 5,559.00
7. Occupancy	\$ 96,914.00	\$ -	\$ 96,914.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 77,529.00	\$ -	\$ 77,529.00
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 515,000.00	\$ -	\$ 515,000.00
11. Staff Education and Training	\$ 29,077.00	\$ -	\$ 29,077.00
12. Subcontracts/Agreements	\$ 267,000.00	\$ -	\$ 267,000.00
13. Other (combined from attached program budgets)	\$ -	\$ -	\$ -
	\$ 6,836.00	\$ -	\$ 6,836.00
	\$ 5,110.00	\$ -	\$ 5,110.00
	\$ 43,300.00	\$ 155,077.00	\$ 198,377.00
TOTAL	\$ 2,480,637.00	\$ 155,077.00	\$ 2,635,714.00

Indirect As A Percent of Direct

6.3%

Exhibit B-2 Amendment #1

SFY 2020 Budget			
New Hampshire Department of Health and Human Services			
Bidder Name: <u>JSI Research and Training Institute, Inc</u>			
Budget Request for: <u>AOD Continuum of Care Systems Supports</u>			
Budget Period: <u>SFY20 (7/1/19 - 6/30/20)</u>			
Line Item -Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 894,416.00	\$ -	\$ 894,416.00
2. Employee Benefits	\$ 339,878.00	\$ -	\$ 339,878.00
	\$ -	\$ -	\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 26,816.00	\$ -	\$ 26,816.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 62,612.00	\$ -	\$ 62,612.00
6. Travel	\$ 9,103.00	\$ -	\$ 9,103.00
7. Occupancy	\$ 89,441.00	\$ -	\$ 89,441.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 71,555.00	\$ -	\$ 71,555.00
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 230,000.00	\$ -	\$ 230,000.00
11. Staff Education and Training	\$ 26,833.00	\$ -	\$ 26,833.00
12. Subcontracts/Agreements	\$ 267,000.00	\$ -	\$ 267,000.00
13. Other (combined from attached program budgets)	\$ -	\$ -	\$ -
	\$ 5,836.00	\$ -	\$ 5,836.00
	\$ 5,110.00	\$ -	\$ 5,110.00
	\$ 43,300.00	\$ 143,120.00	\$ 186,420.00
TOTAL	\$ 2,071,900.00	\$ 143,120.00	\$ 2,215,020.00

Indirect As A Percent of Direct

6.9%

Exhibit B-11 Amendment #1
SFY 2019 Budget

Governor's Commission Funding			
New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: Governor's Commission			
Budget Period: SFY19 (Date of G&C - 6/30/19)			
Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 161,082.00		\$ 161,082.00
2. Employee Benefits	\$ 61,212.00		\$ 61,212.00
3. Consultants	\$ -		\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 4,828.00		\$ 4,828.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 11,276.00		\$ 11,276.00
6. Travel	\$ -		\$ -
7. Occupancy	\$ 16,108.00		\$ 16,108.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 12,886.00		\$ 12,886.00
9. Software	\$ -		\$ -
10. Marketing/Communications	\$ -		\$ -
11. Staff Education and Training	\$ 4,834.00		\$ 4,834.00
12. Subcontracts/Agreements	\$ -		\$ -
13. Other (specific details mandatory):	\$ -		\$ -
Print Gov Commission Mid Year and Annual	\$ 2,000.00		\$ 2,000.00
	\$ -		\$ -
	\$ -	\$ 25,774.00	\$ 25,774.00
TOTAL	\$ 274,226.00	\$ 25,774.00	\$ 300,000.00

Indirect As A Percent of Direct

9.4%

Exhibit B-17
SFY 2019 Budget

SOR Campaign Funding			
New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: SOR Campaign Funding			
Budget Period: SFY19 (Date of G&C - 6/30/19)			
Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 215,946.00		\$ 215,946.00
2. Employee Benefits	\$ 82,060.00		\$ 82,060.00
3. Consultants	\$ -		\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 6,478.00		\$ 6,478.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 15,117.00		\$ 15,117.00
6. Travel	\$ 500.00		\$ 500.00
7. Occupancy	\$ 21,595.00		\$ 21,595.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 17,275.00		\$ 17,275.00
9. Software	\$ -		\$ -
10. Marketing/Communications:	\$ 500,000.00		\$ 500,000.00
11. Staff Education and Training	\$ 6,478.00		\$ 6,478.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
			\$ -
			\$ -
		\$ 34,551.00	\$ 34,551.00
TOTAL	\$ 865,449.00	\$ 34,551.00	\$ 900,000.00

Indirect As A Percent of Direct

4.0%

Exhibit B-18
SFY 2020 Budget

SOR Campaign Funding			
New Hampshire Department of Health and Human Services			
Bidder Name: JSI Research and Training Institute, Inc			
Budget Request for: SOR Campaign Funding			
Budget Period: SFY20 (Date of 7/1/2019 - 6/30/20)			
Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 97,838.00		\$ 97,838.00
2. Employee Benefits	\$ 37,178.00		\$ 37,178.00
3. Consultants	\$ -		\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,935.00		\$ 2,935.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 6,849.00		\$ 6,849.00
6. Travel	\$ 4,000.00		\$ 4,000.00
7. Occupancy	\$ 9,783.00		\$ 9,783.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 7,827.00		\$ 7,827.00
9. Software	\$ -		\$ -
10. Marketing/Communications:	\$ 215,000.00		\$ 215,000.00
11. Staff Education and Training	\$ 2,935.00		\$ 2,935.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
			\$ -
			\$ -
		\$ 15,655.00	\$ 15,655.00
TOTAL	\$ 384,345.00	\$ 15,655.00	\$ 400,000.00

Indirect As A Percent of Direct

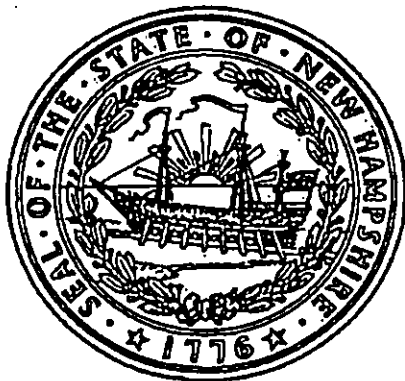
4.1%

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 739507



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

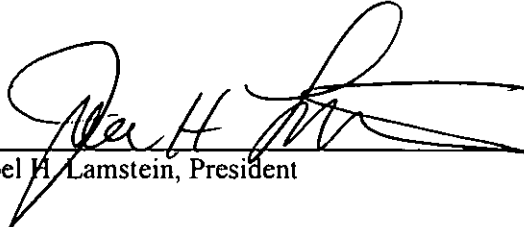
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

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

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

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of November 12, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute this 12th day of November, 2018.




Joel H. Lamstein, President

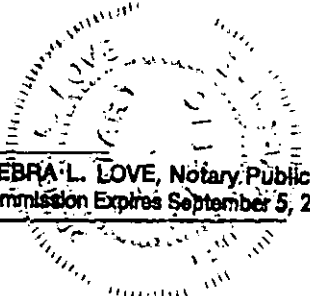
STATE OF New Hampshire

COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 12th day of November, 2018 by Joel H. Lamstein.



Notary Public/Justice of the Peace **DEBRA L. LOVE, Notary Public**
My Commission Expires: _____ **My Commission Expires September 5, 2023**



JSI Research & Training Institute, Inc.

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Bow - New Hampshire
03304 · 3416

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jsinfo@jsi.com Email
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JSI'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 JSI 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**

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INDEPENDENT AUDITOR'S REPORT

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

Report on the Consolidated Financial Statements

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

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

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

Opinion

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

Other Matters

Other Information

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

Report on Summarized Comparative Information

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

Other Reporting Required by *Government Auditing Standards*

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

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

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
Leaschold 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	\$ 96,559,019	\$ 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	\$ 96,559,019	\$ 89,206,582

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

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

See notes to consolidated financial statements.

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

NOTE 1 – ORGANIZATION AND NATURE OF ACTIVITIES

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

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

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

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

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

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

Basis of Accounting

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Use of Estimates

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

Fair Value

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

Cash and Cash Equivalents

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

Investments

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

Property and Equipment

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

Revenue Recognition

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Revenue Recognition - continued

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

Contributions

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

Donated Materials and Services

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

Income Taxes

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

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

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

Functional Allocation of Expenses

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Financial Statement Presentation

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

Prior Year Comparative Totals

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

Reclassification

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

NOTE 3 – CONCENTRATION OF CREDIT RISK

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

NOTE 4 – INVESTMENTS

Fair Value

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

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

NOTE 4 – INVESTMENTS - continued

Fair Value - continued

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

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

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

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

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

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

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

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

NOTE 5 – RECEIVABLES FOR PROGRAM WORK

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

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

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

NOTE 6 – LOANS RECEIVABLE – RELATED PARTY

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

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

NOTE 7 – PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

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

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

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

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

NOTE 10 – ADVANCES FOR PROGRAM WORK

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

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

NOTE 11 – LOANS PAYABLE – RELATED PARTY

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

NOTE 12 – NOTES PAYABLE

Citizens Bank

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

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

NOTE 12 – NOTES PAYABLE - continued

John Snow, Inc.

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

NOTE 13 – CONTINGENCIES

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

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

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

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

NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS

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

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

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

NOTE 15 – SURPLUS REVENUE RETENTION

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

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

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

NOTE 16 – COMMONWEALTH OF MASSACHUSETTS

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

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

NOTE 17 – RELATED PARTY TRANSACTIONS

John Snow, Inc.

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

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

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

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

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

NOTE 17 – RELATED PARTY TRANSACTIONS - continued

John Snow, Inc. – continued

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

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

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

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

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

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

Partnership for Supply Chain Management, Inc.

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

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

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

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

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

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

Other

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

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

NOTE 18 – RETIREMENT PLANS

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

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

NOTE 19 – COMMITMENTS

Operating Leases

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

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

NOTE 19 – COMMITMENTS – continued

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

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

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

NOTE 20 – CONCENTRATION OF FUNDING

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

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

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

NOTE 21 – IN KIND PROJECT CONTRIBUTIONS

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

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

NOTE 21 – IN KIND PROJECT CONTRIBUTIONS - continued

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

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

NOTE 22 – SUBSEQUENT EVENTS

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

Supplementary Information

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT:				
Direct Grants:				
36521 - Uganda HIV/AIDS/TB	617-A-00-09-00007-00	98.001	\$ 35,943	\$ 478,356
36532 - Turkmenistan YC	120-A-00-09-00029-00	98.001	-	276,323
36662 - Madagascar CBIHP	687-A-00-11-00013-00	98.001	(10,469)	(10,469)
36697 - SPRING	AID-OAA-A-11-00031	98.001	7,483,566	27,002,657
36702 - Nepal CHX Cord Care	AID-OAA-A-11-00073	98.001	-	1,015,986
36747 - Ukraine HWUP	AID-121-A-11-00003	98.001	-	7,656
36800 - Advancing Partners	AID-OAA-A-12-00047	98.001	38,170,434	60,045,239
36845 - Pakistan HSSP	AID-391-A-13-00002	98.001	1,694,570	6,061,436
36895 - Mozambique M-SIP	AID-656-A-13-00006	98.001	-	1,213,872
36932 - Senegal LLP	AID-683-A-14-00001	98.001	12,252	127,675
36991 - AIDSFREE	AID-OAA-A-14-00046	98.001	27,033,705	46,523,456
37024 - Tanzania CHSS	AID-621-A-14-00004	98.001	1,545,547	9,323,796
37129 - Zambia Discover Health	AID-611-A-16-00004	98.001	1,197,619	19,810,322
37134 - Timor Leste RBHS	AID-472-A-16-00001	98.001	-	1,498,645
37162 - Ghana HIV/AIDS	AID-641-A-16-00007	98.001	1,567,945	4,907,365
37186 - Madagascar CCH	AID-687-A-16-00001	98.001	471,524	6,992,770
Total Direct Grants - CFDA #98.001			79,202,636	185,275,085
Pass-through Grants:				
Passed through Partnership for Supply Chain Management, Inc. (PSCM):				
36344/36519/36524/37034/37053/37150 - Supply Chain Management System	GPO-1-00-05-00032-00	98.001	-	9,926,355
Passed through Johns Hopkins University:				
37099 - Ethiopia SBCC	AID-663-A-15-000011	98.001	-	(1,076)
Passed through Pathfinder International:				
37265 - Ethiopia TRANSFORM	AID663A1700002	98.001	-	887,909
Passed through Program for Appropriate Technology in Health:				
37301 - Open LMIS - Phase I	AID.2134-01555716-CR	98.001	-	44,269
Passed through Management Science for Health, Inc.:				
37305 - MSH Guinea eLMIS TA	SIAPS-Guinea-17-01	98.001	-	35,186
Total Pass-through Grants - CFDA #98.001			-	10,892,643
Total - CFDA #98.001 - USAID Foreign Assistance for Programs Overseas			79,202,636	196,167,728
TOTAL - U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT			\$ 79,202,636	\$ 196,167,728

See notes to Schedule of Expenditures of Federal Awards.

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:				
Pass-through Grant:				
Passed through NACCHO:				
36689 - NH MRC Conferences	2011-041218	93.008	\$ -	\$ 75
Total CFDA #93.008 - Medical Reserve Corps Small Grant Program			<u>-</u>	<u>75</u>
Direct Grant:				
37087 - Adolescent HIV/AIDS Prevention	MAIAH000001	93.057	55,510	342,523
Total CFDA #93.057 - National Resource Center for HIV Prevention Among Adolescents			<u>55,510</u>	<u>342,523</u>
Direct Grant:				
37128 - Competitive Abstinence Education	Agreement @09/30/15	93.060	-	9,391
Total CFDA #93.060 - Competitive Abstinence Education (CAE)			<u>-</u>	<u>9,391</u>
Direct Grant:				
36901 - CDC - Strategic Assessments for Strategic Action in India	IU2GGH001132-01	93.067	-	24,360
Total CFDA #93.067 - Global AIDS			<u>-</u>	<u>24,360</u>
Pass-through Grants:				
Passed through State of Vermont:				
37096 - Asthma Control Program	29370	93.070	-	4,048
37206 - VT Climate Change Eval.	31578	93.070	-	10,591
37212 - VT HPDP Evaluation	Contract #31786	93.070	-	29,867
Total CFDA #93.070 - Environmental Public Health and Emergency Response			<u>-</u>	<u>44,506</u>
Pass-through Grants:				
Passed through the State of New Hampshire:				
37132 - NH Ebola Readiness	Agreement @ 11/18/15	93.074	-	877
37222 - South Central CHIP	Agreement @ 04/01/16	93.074	-	1,064
Total CFDA #93.074 - Hospital Preparedness Program			<u>-</u>	<u>1,941</u>

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

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

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Direct Grants:				
36777 - National Training Center - Quality Assurance, Quality Improvement, Evaluation	FPTPA006025	93.260	-	4
36787 - Reproductive Health Prevention Training and Technical Assistance	FPTPA006015	93.260	-	143
36792 - National Training Center for Management and Systems Improvement	FPTPA006023	93.260	-	(3,481)
37223 - Family Planning National Training Center for Service Delivery Improvement	FPTPA006028	93.260	1,247,914	3,447,396
Total - CFDA #93.260 - Family Planning - Personnel Training			<u>1,247,914</u>	<u>3,444,062</u>
Direct Grant:				
37321 - HRSA RRHO	UH5HA30789	93.266	-	131,343
Total CFDA #93.266 - Health Systems Strengthening and HIV/AIDS Prevention, Care and Treatment under the President's Emergency Plan for AIDS Relief			-	<u>131,343</u>
Pass-through Grants:				
Passed through United Way/Greater Nashua:				
36937 - Nashua DFC Eval FY 14	Agreement @ 9-30-16	93.276	-	4,075
Passed through Narragansett Prevention Partnership:				
37148 - NPP Evaluation	Agreement @ 1-01-16	93.276	-	11,282
Passed through Monadnock Alcohol and Drug Abuse Coalition:				
37184 - Monadnock TAP	Agreement @ 2-01-16	93.276	-	217
Passed through City of Franklin, NH:				
37290 - FMDTF DFC Eval	APW/COF/1.5.17	93.276	-	9,008
Passed through Mary Hitchcock Memorial Hospital:				
37324 - Upper Valley DFC Eval	Agreement @ 3-29-17	93.276	-	2,005
Total CFDA #93.276 - Drug-free Communities Support Program Grants			-	<u>26,587</u>

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

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

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:				
Pass-through Grant:				
Passed through the University of Colorado:				
37270 - TCPI	PSC-00584	93.638	-	<u>38,452</u>
Total - CFDA #93.638 - ACA Transforming Clinical Practice Initiative: Practice Transformation Networks (PTNs)				<u>38,452</u>
Direct Grant:				
37015 - Tobacco Use Prevention	NU58DP005338	93.735	-	<u>63,449</u>
Total - CFDA #93.735 - State Public Health Approaches for Ensuring Quiltline Capacity				<u>63,449</u>
Pass-through Grants:				
Passed through State of New Hampshire:				
37048 - National Diabetes Prevention Program	1042855	93.757	-	142,265
37068 - Technical Assistance Network for Rural Health Clinics	1043188	93.757	28,320	74,676
37200 - Public Health Program Services Support	PO# 1031592	93.757	128,006	667,349
Total - CFDA #93.757 - State Public Health Actions to Prevent Diabetes, Heart Disease, Obesity and Assoc. Risk Factors				<u>884,290</u>
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	-	<u>132,454</u>
Total - CFDA #93.758 - Preventive Health and Health Services Block Grant Funded Solely with Prevention and Public Health Funds (PPHF)				<u>158,711</u>
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				<u>42,614</u>

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

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

See notes to Schedule of Expenditures of Federal Awards.

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

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Passed Through to Subrecipients	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED				
Pass-through Grant:				
Passed through Arizona Family Health Partnership:				
37328 - AFHP CT Screening	17-JS11	93.977	-	826
Total - CFDA #93.977 - Sexually Transmitted Diseases (STD) Prevention and Control Grants				826
Pass-through Grants:				
Passed through Tri-County Health Department:				
37106 - Tri-County Health Programming	Agreement @ 9-25-15	93.994	-	40
Passed through Global Evaluation & Applied Research Solutions, Inc.:				
37236 - MCH/SMS Retreat TA	APW/GEARS/10.7.16	93.994	-	2,546
Total - CFDA #93.994 - Maternal & Child Health Services Block Grant to the States				2,586
TOTAL - U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			\$ -	\$ 13,688,441
 U.S. DEPARTMENT OF HOMELAND SECURITY:				
Direct Grants:				
United States Coast Guard -				
37076 - Nat'l. Life Jacket Wear Rate	3315FANI502.05	97.012	\$ -	\$ (28,695)
37196 - Nat'l. Estimate of Life Jacket Wear Rate	3316FANI60206	97.012	8,474	104,533
37302 - Nat'l. Estimate of Life Jacket Wear Rate	3317FANI70210	97.012	8,237	161,946
Total CFDA #97.012 - Boating Safety Financial Assistance				16,711
TOTAL - U.S. DEPARTMENT OF HOMELAND SECURITY			\$ 16,711	\$ 237,784

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

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

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

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

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

NOTE 1 – BASIS OF PRESENTATION

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 – INDIRECT COST RATE

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

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



PHONE: 781-934-0460
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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

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

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

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

A handwritten signature in black ink, appearing to read "Norman DeFigue CPA". The signature is written in a cursive style.

Duxbury, Massachusetts
April 23, 2018

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



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

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

Report on Compliance for Each Major Federal Program

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

Management's Responsibility

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

Auditor's Responsibility

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

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

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

Opinion on Each Major Federal Program

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

Report on Internal Control Over Compliance

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

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

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

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

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

A handwritten signature in black ink that reads "Thomas R. Foye, CPA". The signature is written in a cursive style with a large, stylized initial 'T'.

Duxbury, Massachusetts
April 23, 2018

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

SECTION I - Summary of Auditors' Results:

Financial Statements

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

Internal control over financial reporting:

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

Noncompliance material to the financial statements noted? No

Federal Awards

Internal control over major programs:

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

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

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

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

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

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

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

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STATUS OF PRIOR YEAR'S FINDINGS AND QUESTIONED COSTS

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



**JSI Research & Training Institute, Inc.
Board of Trustees**

Alexander K. Baker, MBA
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John Snow, Inc.

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Harvard School of Public Health

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Finn M.W. Caspersen & Household Professor of Law and Economics
Harvard Law School

Joel H. Lamstein, MS
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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

JONATHAN A. STEWART

Community Health Institute/JSI, 501 South Street, Bow, New Hampshire 03304 (603) 573-3300 jstewart@jsi.com

EDUCATION

DUKE UNIVERSITY SCHOOL OF MEDICINE, DURHAM, NORTH CAROLINA
Department of Health Administration, Master of Health Administration, 1986
Department of Biochemistry, Master of Arts, Biochemistry, 1984

UNIVERSITY OF DELAWARE, NEWARK, DELAWARE
School of Arts & Sciences, Bachelor of Arts, Biology, 1981

EXPERIENCE

JSI Research and Training Institute/Community Health Institute, Bow, New Hampshire
Regional Director, September 2000 to present

Provide technical assistance, training and evaluation to health and human service organizations to support the development of effective public health and health care systems.

Selected Technical Assistance & Training Projects

NH Community and Public Health Development Program: Project Director providing technical assistance and training support to communities involved in development of improved local public health infrastructure; worked with multiple partners to develop the statewide New Hampshire Public Health Network.

Community Health Services Network and Partnership for Public Health: Community assessment, workgroup facilitation and plan development for regional integrated behavioral health system as part of a NH Delivery System Reform Incentive Payment initiative (1115 Medicaid Waiver).

Boston Metropolitan Area Hazard Vulnerability Assessment: Technical Assistance including planning, facilitation and analytic support to Massachusetts and New Hampshire state health departments and regional partners for assessment of hazards, risks and preparedness for health care, behavioral health and public health infrastructure.

MetroWest Community Health Care Foundation (Massachusetts): Capacity and readiness assessment of seven municipalities in Metro-Boston for developing collaborative models for local public health service delivery.

NH Division of Public Health Services: Project team member providing assistance on development of a Comprehensive HIV Needs Assessment; role is focused on client and community stakeholder engagement and qualitative needs assessment.

Robert Wood Johnson Foundation; New Hampshire Turning Point Initiative: Project Director for multi-year initiative to develop sustainable strategies for improved local public health capacity.

HRSA, Bureau of Primary Health Care, Uniform Data System: Trainer and editor for annual Uniform Data System reporting for the federal Community and Migrant Health Center program.

Selected Program Evaluation Projects

Central New Hampshire Health Partnership: Evaluator for two federal Rural Health Outreach Grant Initiatives: the first for improving care coordination of socially and medically vulnerable populations; the second for improving care transitions from hospital to home and community.

Communities for Alcohol and Drug free Youth (Plymouth, NH): Program Evaluator for community-based coalition involved in multiple initiatives to promote positive and healthy school and community environments for youth.

NH Division of Alcohol & Drug Prevention & Recovery: Project Director for evaluation of state-wide ATOD prevention initiative involving multiple community-based coalitions implementing a range of programs including family strengthening, school-based education, mentoring and community action for environmental change.

Family Planning Private Sector Project (Nairobi, Kenya): Operations research on cost effectiveness and sustainability of FPMCH service delivery sites throughout Kenya to assist USAID in resource allocation decisions and to improve cost recovery capability of clinics.

New York State Department of Health (Albany, New York): Qualitative Evaluation of New York State Healthy Heart Program; an initiative intended to influence CVD risk factors through community intervention and social marketing.



Selected Research Projects

National Network of Public Health Institutes and Robert Wood Johnson Foundation: Qualitative Assessment of Local and State Health Officials awareness of, interest in, and capacity to employ computer modeling for emergency preparedness.

Endowment for Health: Study of the effect of New Hampshire's Community Benefits Law for Health Care Charitable Trusts. Cooperative effort with NHDHHS Office of Health Planning and the NH Office of the Attorney General.

Bureau of Health Professions (Rockville, MD): Study of the effect of AIDS Education and Training Centers on physician attitudes and practices; Comparative analysis of parallel CDC-funded study of the general primary care physician population.

Bureau of Primary Health Care Delivery and Assistance (Rockville, MD): Study to assess preparedness of CMHC's to respond to HIV-related service needs

Bureau of Primary Health Care, Rockville, Maryland: Survey project designed to gather information on provider practices in Community and Migrant Health Services relative to recommendations of the 1988 US Preventive Services Task Force.

North Country Health Consortium, Littleton, New Hampshire

Executive Director, 12/97 to 8/00 Founding Director of rural health network formed by four hospitals, two community health centers, two home health agencies, a mental health and developmental services organization, and a community action program.

Ammonoosuc Community Health Services, Littleton, New Hampshire

Operations Director, 11/94 to 12/97 of federally-funded, multi-site rural Community Health Center Network.

John Snow, Inc., Boston, Massachusetts

Consultant, 10/86 to 7/94 providing assistance in health services evaluation, financial analysis and program management.

SELECTED PUBLICATIONS | REPORTS

Rosenfeld, LA, Fox CE, Kerr D, Marziale E, Cullum A, Lota K, Stewart J, and Thompson MZ. "Use Of Computer Modeling For Emergency Preparedness Functions By Local And State Health Officials: A Needs Assessment". *J Public Health Management Practice*, 15(2), 96-104, 2009.

Stewart J, Kassler W, McLeod M. "Public Health Partnerships: A New Hampshire Dance". *Transformations in Public Health*, Volume 3, Issue 3, Winter 2002.

Stewart, JA, Wroblewski S, Colapietro J, Davis H. "Survey of US Physicians Trained by Regional AIDS Education and Training Centers". Abstract No. PO-D21-4047; IXth International Conference on AIDS. Berlin, Germany, June -1, 1993.

Kibua T, Stewart JA, Njiru S, Gitari A. "Sustainability and Cost Effectiveness of Family Planning Private Sector Subprojects". United States Agency for International Development; Nairobi, Kenya, March 1990.

SELECTED WORKSHOPS | PRESENTATIONS

Dartmouth College, The Dartmouth Institute, MPH Program, (formerly CECS) guest lecturer - project management, evaluation, coalition development, Public Health 101; community health needs assessment; academic review of capstone theses: 2004-2016.

Public Health Performance Improvement – The New Hampshire Experience (with Joan Ascheim, NHDHHS); 6th Annual National Public Health Performance Standards Training Workshop; Nashville, TN: April 1-6, 2008.

Building the Public Health Infrastructure: State Lessons Learned and Keys to Success; Nebraska Health and Human Services, Expanding Our Vision – Transforming Vital Public Health Systems, October 2006.

Building Infrastructure in Public Health - RWJF National Turning Point Showcase Conference, Denver, CO: May 2004

Community Benefits Exemplary Practices – New Hampshire statewide conference; November 2002

SELECTED BOARDS | AFFILIATIONS

National Network of Public Health Institutes, Board of Directors, 2008 to present, Chair, 2014 - 2016

New Hampshire Public Health Services Improvement Council, 2008 to present

NH Prescription Monitoring Program, Advisory Council, 2012 to present

New Hampshire Healthy People 2010 Leadership Council; Co-chair, 2000-2002

New Hampshire Public Health Association; Treasurer, 1999-2003



AMY DANIELS PEPIN

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EDUCATION

BOSTON COLLEGE
Master of Social Work

UNIVERSITY OF NEW HAMPSHIRE
Bachelor of Social Work

EXPERIENCE

JSI Research & Training Institute, Inc., d/b/a Community Health Institute, Bow, New Hampshire
Senior Consultant, 2014 - present

NH Center for Excellence - Addressing Alcohol and other Drugs

Project Director

Direct a large team in consultation, training, technical assistance, data analysis and evaluation for alcohol and other drug misuse prevention, substance use disorder treatment, recovery support services, continuum of care development, and integration of behavioral health into primary care including needs assessment, system capacity assessment, strategic planning, and policy recommendation. Specifically:

- Leading a large team of consultants to achieve diverse deliverables
- Providing consultation, technical assistance, and training to NH Governor's Commission on Alcohol and other Drugs; NH Bureau of Drug and Alcohol Services, prevention, treatment, and recovery support providers, health systems, and other stakeholders.
- Developing successful federal funding proposals for DHHS
- Developing Governor's Commission Reports
- Developing and disseminating written guidance on best practices

NH State Youth Treatment – Planning Initiative. Providing subject matter expertise, strategic planning and systems development technical assistance to NH Department of Behavioral Health federally funded initiative to plan a comprehensive system of care for youth and young adults with substance use disorders.

NHCF Youth SBIRT Initiative. Development of written guidance, website, and supportive implementation materials. Providing training and technical assistance on-site, through a learning collaborative, and at national conferences throughout the US. Nationally recognized youth SBIRT expertise.

Fostering Effective Integration Evaluation. Providing insight and recommendations for priorities for future funding for primary care and behavioral health integration support for the Blue Cross Blue Shield Foundation of Massachusetts through site visits, literature review, and comprehensive reporting.

Massachusetts Health Policy Commission. Consultation with policymakers to improve substance use disorder prevention, treatment and recovery support services including capacity and barriers assessment.

New Futures, Concord, NH

Policy Director, 2010-2014

Responsible for advocacy to maximize the implementation of the Affordable Care Act in New Hampshire, particularly in policy areas impacting the potential increase of access to treatment for substance use disorders through Medicaid expansion and parity in the federally facilitated Marketplace.

Child and Family Services of New Hampshire, Manchester, NH

Youth and Young Adult Programs Director, 1992-2010

Progressive 18 year career at statewide, non-profit child services organization. Developed, implemented and directed

- alcohol and other drug prevention programs;
- comprehensive youth/young adult substance use disorder outpatient and intensive outpatient services;



- runaway and homeless youth prevention and emergency response; and
- homeless street outreach programs in communities throughout the state.

Including federal, state, local and charitable grant writing and contract management; development and oversight of \$1.5 million annual budget and management and supervision of 20+ staff members.

Southern New Hampshire University, Manchester, NH

Sociology Adjunct Professor, 2017 – present

Develop and delivered Bachelor's level classes to students of diverse backgrounds including Introduction to Sociology, and the Sociology of Social Problems.

Hesser College, Concord and Manchester, NH

Psychology/Sociology Adjunct Professor, 2008-2012

Developed and delivered Bachelor's level classes to non-traditional students of diverse backgrounds including Introduction to Sociology, Introduction to Psychology, and Introduction to Human Behavior.

Direct Services, various locations, NH

Residential Counselor, 1988-1992

Provided direct services for severely emotionally disturbed children and youth for residential service providers.

LICENSES/CERTIFICATIONS

LICENSED INDEPENDENT CLINICAL SOCIAL WORKER (LICSW) NH# 1311

CERTIFIED PREVENTION SPECIALIST (CPS)

PROFESSIONAL AWARDS

Lifetime Achievement Award

New Hampshire Alcohol and Drug Abuse Counselors Association, 2012

Executive Director's Award

New Futures, 2011

PROFESSIONAL MEMBERSHIPS

NH Alcohol and other Drug Provider's Association

Member 2005 – present, President 2009-2010, Board Member 2005-2010

American Public Health Association, member 2015 - present

New Hampshire Governor's Commission on Alcohol and other Drugs

Healthcare Task Force 2014 – present; Joint Military Task Force 2014 - present; Systems Reform Task Force, Co-Chair 2011-2014; Treatment Task Force, 2010 – 2014; Prevention Task Force, 2001-2010

State Advisory Group on Juvenile Justice

Governor's appointment, 2009 – 2015

New Hampshire Voices for Health

Policy Committee, 2012 – 2015; Affordable Care Act Implementation Taskforce, 2011-2014

New Hampshire Alcohol and other Drug Consortium

Founder, 2010 – 2014

New Hampshire Child Advocacy Network

Advisory Board member 2012 – 2014

National Organization on Fetal Alcohol Syndrome – New Hampshire

Founding Board member 2011 – 2012

New Hampshire Suicide Prevention Council, 2011 – 2012

Reclaiming Futures Treatment Fellow, 2007- 2010

Commission to Study the Scope of Criminal Street Gang Violence

Governor's appointee, 2008 – 2009

Makin' It Happen, Board Member 2004-2007, 2009

Leadership Manchester, class of 2008

NH Prevention Certification Peer Review Board, 2005-2008

Initiative to Improve Access to Treatment for Adolescents and Young Adults with Co-occurring Mental Illness and Substance Use Disorders: National Alliance for the Mentally Ill, Project Advisory Group 2007

New England Leadership Institute, 2005-2006



RECENT PRESENTATIONS

2017

- *NH Governor's Commission on Alcohol and other Drug Misuse Prevention, Treatment, and Recovery: Leading Toward Collective Impact*, NH Alcohol and Drug Providers Association Annual Meeting Keynote, July 2017
- Webinar: *Screen and Intervene- NH Youth SBIRT Initiative*, IRETA National SBIRT Addiction Technology Transfer Center, May 2017
- *Getting in Front of Substance Abuse and the Opioid Epidemic*, panel presentation, National Network of Public Health Institutes, May 2017, New Orleans LA
- *Addressing Youth Substance Misuse*, Panel Presentation, NatCon17, April 2017, Seattle WA

2016

- *Addressing Youth Substance Misuse*, APHA, Panel Presentation, November 2016, Denver CO
- *SBIRT-Screening, Brief Intervention and Referral to Treatment*, Payer's Behavioral Health Management Summit, October 2016, Arlington VA
- *Privacy and Confidentiality in Integrated Behavioral Health*, Behavioral Health Integration:
- *Making Sense and Moving Forward in New Hampshire*, September 14, 2016, Bedford NH
- *Screen & Intervene: NH Youth SBIRT Initiative Preliminary Results*, Integrating Primary and Behavioral Healthcare Prevention Conference, July 2016, New Orleans, Louisiana.
- *NH SBIRT: Screen and Intervene as a Lynchpin of Care Integration*, NH Behavioral Health Integration Learning Collaborative, UNH School of Law, June 2016, Concord, NH
- *NH Youth SBIRT: Lessons from the Field*, NH Governor's Summit on Substance Misuse, May 2016, Manchester, NH
- *Putting It All Together: Identifying and Addressing Substance Misuse*, Addressing Substance Misuse in the Home Environment Conference, Wentworth-Douglass Hospital, March 2016, Dover, NH

KATY SHEA

JSI Research & Training Institute, Inc. d/b/a Community Health Institute
501 South Street 2nd floor. Bow, New Hampshire 03304 (603) 573-3300

katy_shea@jsi.com

EDUCATION

UNIVERSITY OF ARIZONA, TUCSON, ARIZONA
Master's of Public Health, 2004

UNIVERSITY OF NEW HAMPSHIRE, DURHAM, NEW HAMPSHIRE
B.S., Water Resources Management, 1997

EXPERIENCE

JSI Research & Training Institute, Inc., d/b/a Community Health Institute, Bow, New Hampshire
Consultant, 2010 to present

NH Center for Excellence - Addressing Alcohol and other Drugs
Consultant/Public Health/Integration Team Lead, 2010 to present

Serve as the lead prevention Technical Assistance and Training (T/TA) provider for the NH Bureau of Drug and Alcohol Services, New Hampshire's thirteen regional public health networks, statewide organizations and direct service providers. Through the provision of T/TA, supports planning, implementation and evaluation of evidence-based substance misuse prevention, recovery and continuum of care services.

Capital Area Regional Public Health Network
Facilitator, 2015

Assisted with the development of a Community Health Improvement Plan in the Capital Area Regional Public Health Network. Responsibilities include developing tools and processes to guide community leaders in the prioritization of health issues and development of strategic approaches to address the chosen priorities. Goals will be achieved through the facilitation of several planning sessions with community leaders in the capital Area.

Franklin Mayor's Drug and Alcohol Abuse Task Force
Evaluator, 2011-2014

Evaluative and capacity-building support provided to a community coalition with the goal of decreasing substance use amongst the youth in the community. Capacity-building activities included facilitating strategic planning processes and guiding leadership and membership development. Surveys and other evaluation tools were used to indicate progress towards reaching the coalition's goals and objectives as well as to inform the implementation of strategic activities.

Monadnock United Way Collective Impact Project
Project Manager, 2013

Collaborated with consultants from Antioch University and guided a community process of strategic development using a Collective Impact framework. Responsibilities included developing processes, tools and materials by which a diverse group of high-level stakeholders make strategic decisions around the implementation of a regional systems-level approach to preparing children ages 0-5 to be successful in school. The ultimate goal was to increase educational attainment in the region.

Granite United Way and Lakes Region Partnership for Public Health, Manchester and Laconia, New Hampshire
Evaluator, 2007-2010

Managed and implemented all assessment and evaluation activities for two regional substance abuse prevention coalitions in coordination with state and federal guidelines. Conducted community-based presentations and trainings, provided ongoing technical assistance to community partners around data collection and interpretation, evidence-based prevention, and program/strategy planning and evaluation.

Granite State College, Concord, New Hampshire
Instructor, 2009-2010

Designed and taught the curriculum for two online health care courses: *Emerging U.S. Health Care System and Health Care Policy*.



Caring Community Network of the Twin Rivers, Franklin, New Hampshire
Public Health Network Coordinator, 2007
Coordinated regional public health emergency preparedness planning activities.

Institute for Community Health, Cambridge, Massachusetts
Research Associate, 2005–2007

As a Research Associate, worked on the evaluation of several healthy weight promotion programs. Managed and coordinated evaluation activities (quantitative and qualitative instrument design, data collection, analysis) using community-based participatory methods. Developed and maintained community and inter-agency relations, provided consultation to community partners around planning, implementation and evaluation, prepared and delivered evaluation results (written reports, oral presentations), supervised and trained project staff and graduate student interns and assisted in developing grant proposals.

TRAINING | CERTIFICATIONS

- New Hampshire Prevention Certification Board, Concord, New Hampshire
Certified Prevention Specialist, 2014-present
- Northeast Center for the Application of Prevention Technologies, Willimantic, Connecticut
Substance Abuse Prevention Skills Training (SAPST) Facilitator, 2013
- Northeast Center for the Application of Prevention Technologies, Concord, New Hampshire
Prevention Ethics Training (SAPST) Facilitator, 2016

PROFESSIONALS AFFILIATIONS | MEMBERSHIP

- New Hampshire Providers Association, *Board Member 2015-2018*
- New Hampshire Prevention Certification, *Board member 2014-2016*
- New Hampshire Public Health Association, *Member*

PUBLICATIONS | PRESENTATIONS

- *Impacting the Addiction Continuum: Case Studies in Advancing a Prevention Agenda to Improve Outcomes Within and Beyond the Clinic Walls.* National Council for Behavioral Health presentation on behavioral and public health practice integration and how these strategies impact population-based health outcomes as they relate to the addiction continuum. The panel session, planned by the National Network of Public Health Institutes, highlighted collaborative and multi-sector public health strategies underway in California, Illinois, Massachusetts, New Hampshire, and South Carolina.
- *Building Prevention Science in the Community.* 2013, Society for Prevention Research presentation demonstrating how New Hampshire developed an innovative approach to substance misuse prevention using a two-pronged approach: 1) community-based participatory research to place communities at the center of problem identification and response; and 2) an Action Learning Collaborative model to provide a structured means to transfer knowledge and necessary peer and technical support.
- *Supporting Evidence-based Alcohol, Tobacco and Other Drug Services in New Hampshire through the New Hampshire Center for Excellence.* 2011, American Public Health Association poster presentation demonstrating how the NH Center for Excellence supports regional networks and direct service providers through the application of improvement science, technology transfer concepts, action learning and quality improvement (QI) tools and techniques.
- *Implementing the Strategic Prevention Framework in the Capital Region of New Hampshire.* 2009, American Public Health Association conference scientific session presentation made as part of the ATOD section. The presentation described the community-based participatory process used to follow the steps of assessing, building capacity, planning, implementing, and evaluating a regional substance misuse prevention coalition project.
- *Evolution of the Health "Report Card": A Community's Journey to Promote Healthy Weight.* 2006, American Public Health Association conference scientific session presentation made as part of the School Health section. The presentation described the process of revisions made to BMI and physical fitness reports sent to parents of K-12 students in Cambridge, MA. The "report card" was part of a comprehensive approach to obesity prevention.

REKHA SREEDHARA

JSI Research & Training Institute, Inc. d/b/a Community Health Institute
501 South Street, 2nd Fl. Bow, New Hampshire 03304 (603) 573-3342

rekha_sreedhara@jsi.com

EDUCATION

UNIVERSITY OF MASSACHUSETTS, WORCESTER, MASSACHUSETTS
Master of Public Health, Epidemiology, 2010
Delta Omega Honor Society

COLLEGE OF THE HOLY CROSS, WORCESTER, MASSACHUSETTS
Bachelor of Arts, Psychology and Pre-Medical Studies, 2004

EXPERIENCE

JSI Research & Training Institute, Inc. d/b/a Community Health Institute, Bow, New Hampshire
Consultant, May 2010 to present

New Hampshire Center for Excellence - Addressing Alcohol and other Drugs, May 2010 to present

The NH Center for Excellence is a statewide training and technical assistance resource center related to alcohol and other drug prevention, treatment and recovery support services. Work activities include:

- Serving as the lead treatment and recovery TA provider
- Supporting providers with the implementation of best practices;
- Conducting multi-system assessments of substance use disorder services;
- Leading activities to create and maintain a statewide online treatment directory;
- Leading activities to evaluate NH's peer recovery support service system;
- Facilitating a high-level strategy to initiate and expand medication assisted treatment to include the development of the state of NH's MAT Best Practice Guidance Document, coordinating a community of practice for MAT providers, developing training materials for organizations delivering MAT, creating a quality planning tool to help MAT practices assess progress related to the development and implementation of recommended MAT best practices, and providing technical assistance to practices as requested;
- Facilitating several communities of practice including related to medication assisted treatment, peer recovery support services, and substance use disorder treatment; and
- Providing consultation and support to the NH Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery and several of its task forces including the Perinatal Substance Exposure Task Force, Opioid Task Force, and Treatment Task Force.

State Youth Treatment Implementation Grant, March 2018 to present

Providing subject matter expertise to the NH Department of Behavioral Health federally funded initiative to implement a comprehensive system of care for youth and young adults with substance use disorders.

Northern Penobscot County Integration Initiative Substance Use Services Needs Assessment and SWOT Analysis, February 2018 to present

Serving as lead subject matter expert to support needs assessment and strengths, weaknesses, opportunities, and threats analysis focused on substance use disorder services in Maine.

NH Charitable Foundation Perinatal Project, January 2018 to present

Serving as lead consultant contracted to provide technical assistance to providers serving pregnant and parenting women and to facilitate and support activities of the NH Governor's Commission Perinatal Substance Exposure Task Force.

State Youth Treatment Planning Grant, April 2017 to September 2017

Contracted by the NH Department of Behavioral Health to conduct an assessment to identify existing NH substance use disorder service providers serving youth and young adults to plan a comprehensive system of care for this population. Activities included survey development, implementation and analysis.

Harbor Homes, Inc., October 2014 to September 2017

Contracted to evaluate Substance Abuse and Mental Health Services Administration (SAMHSA)-funded Services in Supportive Housing Program.



Massachusetts Health Policy Commission, April 2015 to August 2015

Contracted to identify policy opportunities to expand access and reduce barriers to opioid use disorder treatment. Activities included comprehensive literature review, survey development and analysis, key informant interviews, and geo-mapping on medication assisted treatment prescribing and treatment access and availability.

PRIOR EXPERIENCE

Community Healthlink, Inc., Worcester, Massachusetts

Quality Assurance Coordinator, 02-04/2010

Oriented and trained 20 program staff to quality assurance procedures to meet state licensing and site visit regulations for 75 client charts in 5 residential treatment programs.

Program Coordinator, Faith House, 02/2005 to 04/2010

Oversight of programming including planning, implementation and evaluation of the second oldest women and children substance use disorder treatment program in the country, provision of supervision for Assistant Coordinator, 6 full-time counselors, 8-10 per diem relief counselors, and 1-2 interns per year, facilitation of evidence-based groups, oversight of medications, oversight of quality assurance procedures and adherence to state licensing and site visit regulations, managed referrals, budget, and census, and oversight of comprehensive case management services for 28 clients with substance use and mental health disorders.

Residential Counselor, Faith House, 07/2004 to 02/2005

Served as primary Residential Counselor for 6-10 clients. Provided treatment planning and reviews, weekly sessions, and rehabilitation services. Developed and facilitated groups including Wellness, Parenting & Nurturing, and Empowerment.

Family Health Center of Worcester, Worcester, Massachusetts

Patient Accounts Clerk, 1999-2006

Managed all aspects of encounter form processing within health center. Transcribed written diagnosis into ICD-9 codes and entered diagnosis and procedure. Communicated with providers and insurance companies, posted payments and made adjustments according to contractual agreements.

PROFESSIONAL ACTIVITIES

Treatment Task Force Member, New Hampshire Governor's Commission on Substance Abuse, Active Prevention, Intervention, and Treatment

Opioid Task Force Member, New Hampshire Governor's Commission on Substance Abuse Prevention, Intervention, and Treatment

Perinatal Substance Exposure Task Force Member New Hampshire Governor's Commission on Substance Abuse Prevention, Intervention, and Treatment

New Hampshire Public Health Association



JSI Research and Training Institute, Inc. d/b/a/ Community Health Institute

Key Personnel – July 1, 2019 to June 30, 2020

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jonathan Stewart	Evaluator	\$140,000.00	\$36,594.45	26%
Amy Daniels Pepin	Center for Excellence Director	\$100,000.00	\$60,000.00	60%
Katy Shea	Assistant Director	\$82,000.00	\$74,403.33	91%
Rekha Sreedhara	Assistant Director	\$80,000.00	\$64,640.00	81%
Annapurna Ghosh	Evaluator	\$78,000.00	\$58,927.29	76%
Rachel Kohn	Evaluator	\$102,960.00	\$75,000.00	73%
Karyn Madore	Communications Specialist	\$112,500.00	\$66,000.00	59%
Debbie Love	Project Support	\$58,500.00	\$22,000.00	38%
Chris Chant	Evaluator	\$64,000.00	\$48,750.00	76%
Sandra Kiplagat	Data Specialist	\$55,000.00	\$32,218.89	59%
Melissa Schoemmell	Technical Assistance Specialist	\$65,500.00	\$44,800.00	68%
Adelaide Murray	Technical Assistance Specialist	\$50,500.00	\$43,093.33	85%
Christin D'Ovidio	Communications Specialist	\$85,000.00	\$35,000.00	41%
Lori Walter	Events Coordinator	\$63,000.00	\$10,666.67	17%
Jodie Wisherd	Logistics Specialist	\$46,000.00	\$8,177.78	18%
Faith Bouchard	Graphic Designer	\$54,508.00	\$15,000.00	28%
Lisa Bryson	Graphic Designer	\$56,000.00	\$20,000.00	36%
Emma Kane	Communications Specialist	\$46,000.00	\$11,000.00	24%
JSI Web Team	Web Specialists	\$75,000.00	\$32,000.00	43%

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Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 19, 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, Bureau of Drug and Alcohol Services, to enter into a retroactive agreement with JSI Research & Training Institute d/b/a Community Health Institute (Vendor #161611-B001), 501 South Street, 2nd Floor Bow, NH 03304, for the coordination of services provided to the New Hampshire Alcohol and Other Drug (AOD) Continuum of Care System, statewide, in an amount not to exceed \$3,400,734 effective retroactive to October 1, 2018 upon Governor and Executive Council approval through June 30, 2020. 38% Federal Funds, 24% General Funds and 38% Other Funds.

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

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, STR GRANT (100% Federal Funds)

SFY	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Program Services	92052559	\$50,000
2020	102-500731	Contracts for Program Services	92052559	\$0
			<i>Subtotal</i>	<i>\$50,000</i>

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

SFY	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Program Services	92058501	\$324,676
2019	102-500731	Contracts for Program Services	92058502	\$324,676
2020	102-500731	Contracts for Program Services	92058501	\$324,676
2020	102-500731	Contracts for Program Services	92058502	\$324,676
			<i>Subtotal</i>	<i>\$1,298,704</i>

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)

SFY	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Program Services	92057501	\$300,000
2020	102-500731	Contracts for Program Services	92057501	\$300,000
			<i>Subtotal</i>	<i>\$600,000</i>

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PFS2 GRANT (100% Federal Funds)

SFY	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Program Services	92052407	\$240,000
2019	102-500731	Contracts for Program Services	92052408	\$75,000
2020	102-500731	Contracts for Program Services	92052407	\$240,000
2020	102-500731	Contracts for Program Services	92052408	\$75,000
			<i>Subtotal</i>	<i>\$630,000</i>

05-95-92-920510-69350000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, MAT GRANT (100% Federal Funds)

SFY	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Program Services	92056935	\$108,800
2020	102-500731	Contracts for Program Services	92056935	\$108,800
			<i>Subtotal</i>	<i>\$217,600</i>

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: MEDICAID & BUSINESS POLICY OFFICE, OFFICE OF MEDICAID AND BUSINESS POLICY MEDICAID CARE MANAGEMENT(100% General Funds)

SFY	Class/Account	Class Title	Job Number	Total Amount
2019	101-500729	Contracts for Program Services	TBD	\$162,562
2020	101-500729	Contracts for Program Services	TBD	\$441,868
			<i>Subtotal</i>	<i>\$604,430</i>
			Total	\$3,400,734

EXPLANATION

This request is retroactive in order to continue critical work in support of a range of programs relative to New Hampshire's Alcohol and Other Drug Continuum of Care System as described below. This approval also will allow the Contractor to begin a time-sensitive examination of the cost-effectiveness and outcomes of Governor's Commission funded programs.

The purpose of this request is to improve the New Hampshire Alcohol and Other Drug (AOD) Continuum of Care System to ensure the citizens of New Hampshire receive quality prevention, intervention, treatment and recovery support services. This statewide system aligns with the Department's efforts to establish a whole-person centered, community-based provider system that is integrated with primary health care and behavioral health.

In March of 2018, the Governor's Commission on AOD Abuse Prevention, Treatment, and Recovery (Commission) issued their mid-year report (<https://www.dhhs.nh.gov/dcbcs/bdas/documents/mid-year-commission-2018.pdf>) emphasizing the need to stabilize and expand support for prevention, early identification, treatment and recovery services; especially for high-risk/high-need populations such as youth, young adults and pregnant women to ensure accessible, integrated services meet demand throughout the State. Approval of this Agreement will result in the provision of training, technical assistance, program evaluation, data analysis and interpretation to support the AOD Continuum of Care System across New Hampshire.

Services within this Agreement will support identified needs and result in the collective improvement of the AOD Continuum of Care System in mitigating substance misuse and its consequences for the citizens of New Hampshire by:

- Increasing professional service provider's knowledge, skills and abilities in the use of various outcome-supported and evidence-based programs, policies, and practices;
- Improving provider's overall operations as they relate to programs, policies, and practices;
- Supporting the integration of AOD services within primary and behavioral health care;
- Providing technical assistance in the form of consultation and guidance to assist providers in building internal capacity and increasing knowledge and expertise in the changing landscape of healthcare;
- Providing program evaluation to measure outcomes and processes to continually enhance and improve the quality of services delivered;
- Providing data analysis to inform the decision-making process for SUD services; and
- Conducting cost-effectiveness and outcome reporting activities in accordance with HB1626 and specific to the Governor's Commission funded programs (http://www.gencourt.state.nh.us/bill_status/billText.aspx?sy=2018&id=1559&txtFormat=html).

The outcomes achieved for each of the measures above will be used to determine the effectiveness of the Contractor's efforts.

For 2014-2015 in New Hampshire, an average of 82,000 individuals aged twelve (12) or older (7.2% of all individuals in this age group) reported having a Substance Use Disorder (SUD) within the past year. The Bureau of Drug and Alcohol Services has developed, and continues to improve, the AOD Continuum of Care System to mitigate alcohol and other drug misuse and to ensure affected citizens of New Hampshire receive quality prevention, intervention, treatment and recovery support services.

JSI Research & Training Institute d/b/a Community Health Institute was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from May 8, 2018 through July 2, 2018. The Department received one (1) proposal. The proposal was reviewed and scored by a team of individuals with program specific knowledge. The Bid Summary is attached.

As referenced in the Request for Proposals and in the Exhibit C-1, Revisions to General Provisions, of this contract, the Department reserves the 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 Executive Council.

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

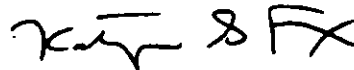
Should the Governor and Executive Council not approve this request, the Department may not be able to meet state and federal requirements including Chapter 302 (HB 1626), New Hampshire Laws of 2018 and the associated federal grants. Additionally, valuable opportunities will be missed to support integrated care, enhance provider skills and abilities; and monitor, evaluate, and improve alcohol and other drug services. All of these elements are imperative to providing effective services and making informed, data-driven decisions related to the mitigation of alcohol and other drug misuse and the social, physical and behavioral health consequences for New Hampshire citizens and communities.

Area served: Statewide.

Source of funds: 38% Federal Funds from the DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment; Substance Abuse Prevention and Treatment Block Grant, CFDA#93.959 FAIN# TI010035, State Targeted Response to the Opioid Crisis (STR) Grant, CFDA: #93.788 FAIN #TI080246, and the Medication-Assisted Treatment (MAT) Grant CFDA #93.243 FAIN #TI026741. 38% Other Funds from the Governor Commission Funds and 24% 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,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

**Alcohol and Other Drug (AOD)
Continuum of Care System Supports**

RFP-2019-BDAS-03-ALCOH

RFP Name

RFP Number

Reviewer Names

	Bidder Name
1.	JSI Research and Training Institute, Inc. d/b/a Community Health Institute
2.	
3.	
4.	
5.	
6.	
7.	

Pass/Fail	Maximum Points	Actual Points
	475	366
	475	0
	475	0
	475	0
	475	0
	475	0
	475	0

1.	Regina Flynn, MAT-PDOA Project Coordinator, BDAS
2.	Don Hunter, Program Planning & Review Specialist, BDAS
3.	Laurie Heath, Business Admin III, DBH/BDAS Finance
4.	Shannon Quinn, Training Coordinator-RAD, BDAS
5.	Michael Rogers, Asst Administrator, Bhv Hlth Div, BDAS
6.	Meredith Telus, Director of Program Planning and Integrity
7.	
8.	
9.	

Subject: Alcohol and Other Drug (AOD) Continuum of Care System Supports (RFP-2019-BDAS-03-ALCOH)

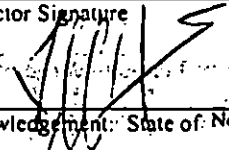

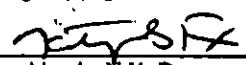

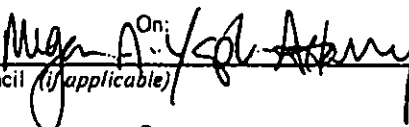
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute d/b/a Community Health Institute		1.4 Contractor Address 501 South Street, 2 nd Floor Bow, NH 03304	
1.5 Contractor Phone Number 603-573-3300	1.6 Account Number See P-37 Attachment #1	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$3,400,734
1.9 Contracting Officer for State Agency E. Maria Reinmann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Stewart, Regional Director	
1.13 Acknowledgment: State of New Hampshire, County of Merrimack On September 12, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary Public THOMAS LOVE, Notary Public My Commission Expires October 16, 2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director Date: 9/19/18	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On:  9/27/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports
P-37 Attachment # 1

Box 1.6 Account Numbers

05-95-92-2559-500731

05-95-92-3382-500731

05-95-92-3384-500731

05-95-92-3395-500731

05-95-92-6935-500731

05-95-47-7948-500729



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

2. Scope of Work

2.1. Training

- 2.1.1. The Contractor shall provide trainings to address the needs of the State's Alcohol and Other Drug (AOD) Continuum of Care service providers. The Contractor shall ensure trainings:
 - 2.1.1.1. Complement technical assistance (TA) provided.
 - 2.1.1.2. Are consistent with the required professional standards for providers and the workforce which includes, but is not limited to Partnership for Success (PFS) grantees.
 - 2.1.1.3. Are offered, based on the availability of space, at no cost to Bureau of Drug and Alcohol Services staff.
- 2.1.2. The Contractor shall provide cross-system training to ensure professional preparation and workforce development for providers in behavioral health and primary healthcare fields who work with individuals and families addressing substance misuse related issues.
- 2.1.3. The Contractor shall identify the training needs of the workforce by:
 - 2.1.3.1. Soliciting feedback from the Department.
 - 2.1.3.2. Collecting and analyzing participant evaluation feedback for individual trainings and on an annual basis.



Exhibit A

- 2.1.3.3. Meeting monthly with the Contractor's staff to seek input on training needs based on TA provided.
- 2.1.3.4. Participating in workforce development education and training committees to learn what other agencies are intending to offer and to inform these agencies of the Contractor's training plans.
- 2.1.3.5. Attending licensing and certification board meetings to identify provider needs.
- 2.1.4. The Contractor shall deliver trainings as follows, per State Fiscal Year:
 - 2.1.4.1. A minimum of forty-nine (49) in-person trainings and collaborative educational events including, but not limited to:
 - 2.1.4.1.1. Core, intermediate, and advanced level trainings which meet licensure and certification needs of the workforce;
 - 2.1.4.1.2. Trainings specific to the needs of PFS grantees; and
 - 2.1.4.1.3. Targeted trainings and collaborative educational events, at the direction of the Department, based on emerging issues and technical assistance needs.
 - 2.1.4.2. A minimum of four (4) on-demand webinars.
- 2.1.5. The Contractor shall create and provide "training suites," in order to offer a systematic approach to meet credentialing and continuing education requirements, which must be approved by the Department. The Contractor shall ensure training suites:
 - 2.1.5.1. Are scheduled six (6) months to a year in advance.
 - 2.1.5.2. Are available every three (3) to four (4) months.
 - 2.1.5.3. Include offerings for individuals with AOD credentials requiring credentialing and/or continuing education including, but not limited to.
 - 2.1.5.3.1. Certified Prevention Specialists (CPS).
 - 2.1.5.3.2. Certified Recovery Support Workers (CRSW).
 - 2.1.5.3.3. Licensed Alcohol & Drug Counselors/Master Licensed Alcohol & Drug Counselors (LADC/MLADC).
- 2.1.6. The Contractor shall manage the training program by:
 - 2.1.6.1. Planning and coordinating unique training activities that are affordable and non-duplicative of other trainings available in New Hampshire.



Exhibit A

- 2.1.6.2. Delivering training by applying a spectrum of adult learning methodologies, in such a way as to reach audiences statewide including, but not limited to:
 - 2.1.6.2.1. Providing onsite face-to-face training.
 - 2.1.6.2.2. Providing distance learning opportunities such as asynchronous and synchronous educational experiences.
- 2.1.6.3. Ensuring that any education programs delivered on-line or on a website:
 - 2.1.6.3.1. Meet NH DoIT requirements.
 - 2.1.6.3.2. Do not allow site visitation to be tracked for analytics or marketing.
 - 2.1.6.3.3. Do not maintain, store, or capture and do not further disclose any protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website except as expressly provided in the contract.
- 2.1.6.4. Recording, monitoring, and evaluating delivery of training activities.
- 2.1.6.5. Maintaining a Learning Management System.
- 2.1.6.6. Maintaining a training calendar that lists all Contractor training events and has links to other related training calendars as appropriate.
- 2.1.7. The Contractor shall evaluate the training program by:
 - 2.1.7.1. Evaluating each completed training, at a minimum, for:
 - 2.1.7.1.1. Training content.
 - 2.1.7.1.2. Instructor knowledge and ability.
 - 2.1.7.1.3. Transfer of knowledge, skills and abilities to training participants.
 - 2.1.7.1.4. Whether the training met the stated goals and objectives.
 - 2.1.7.2. Providing training evaluation protocols, for Department approval within forty-five (45) days of the contract effective date.
 - 2.1.7.3. Demonstrating an eighty-five percent (85%) or better rating of trainee satisfaction through training evaluations, based on aggregate quarterly evaluation data
 - 2.1.7.4. Administering an annual training needs assessment, beginning within sixty (60) days of contract award, and every twelve (12) months thereafter, to assess, at a minimum:



Exhibit A

- 2.1.7.4.1. Certification and licensure needs;
- 2.1.7.4.2. Training level and topic needs;
- 2.1.7.4.3. Preferred format and frequency;
- 2.1.7.4.4. Disabilities or learning preferences, and
- 2.1.7.4.5. General recommendations for trainings
- 2.1.7.5. Providing key findings of training evaluations and annual survey results to the Department for consideration and feedback for training planning purposes.
- 2.1.7.6. Utilizing results from training evaluations and annual surveys to ensure continuous quality improvement of the training program.
- 2.1.8. The Contractor shall provide all materials, equipment, and physical space, as well as, logistical and staff support for the training and education programs delivered.
- 2.1.9. The Contractor shall provide approved Continuing Education Credits, applicable to the training audience and certification needs, as well as certificates of completion to participants who complete the trainings.
- 2.1.10. The Contractor shall maintain a list of trainers, as approved by the Department, for a variety of topics and shall ensure all trainers are qualified to teach respective courses.
- 2.1.11. The Contractor shall promote training programs through activities that include, but are not limited to:
 - 2.1.11.1. Disseminating available training opportunities to professional networks and Boards;
 - 2.1.11.2. Collaborating with the Department to promote opportunities with their funded contractors including through the Contractor's Communities of Practice (CoP's);
 - 2.1.11.3. Posting trainings on the Contractor's chronological listings of professional development activities;
 - 2.1.11.4. Sharing training information through monthly newsletters; and
 - 2.1.11.5. Providing targeted marketing with specific associations based on training topic.
- 2.1.12. The Contractor may collect registration fees from training participants in an amount limited to expenses for training that exceed the amount funded by the Department. The Contractor shall:
 - 2.1.12.1. Provide a copy of the training fee schedule within ten (10) days of the contract effective date for Department approval.



Exhibit A

- 2.1.12.2. Report revenues generated by registration fees by submitting monthly financial data that includes, but is not limited to the original budget, monthly expenditures, and monthly revenue received.
- 2.1.12.3. Ensure that any financial information gathered as part of a registration fee will be protected as required by state rules, state laws, or federal laws.
- 2.1.12.4. Reinvest a minimum of eighty percent (80%) of the revenue generated from registration fees collected to enhance the training program as approved by the Department. The Contractor shall:
 - 2.1.12.4.1. Contribute a minimum of \$2,000 per state fiscal year toward scholarships.
 - 2.1.12.4.2. Provide coffee, tea, and water for training events at no cost to participants using reinvested revenue.
 - 2.1.12.4.3. Invest in capacity to deliver and support trainings by:
 - 2.1.12.4.3.1. Expanding remote training attendance through the use of remote viewing software and equipment.
 - 2.1.12.4.3.2. Allowing for enhanced training suites.
 - 2.1.12.4.3.3. Providing targeted and skill-building training, as approved by the Department.
- 2.1.12.5. Report revenues against reinvestment fund totals and report progress as part of monthly financial reporting.
- 2.1.13. The Contractor shall administer a process to receive and monitor scholarship applications. The Contractor shall:
 - 2.1.13.1. Coordinate payment for award scholarships to the New Hampshire AOD workforce for attendance at approved training opportunities.
 - 2.1.13.2. Ensure a minimum of ten thousand dollars (\$10,000) per state fiscal year is reserved for scholarships.
 - 2.1.13.3. Ensure a minimum of two thousand dollars (\$2,000) per state fiscal year is added to scholarships from revenue reinvestment funds, as referenced in Section 2.1.14.4.1.
 - 2.1.13.4. Ensure all scholarship applications are submitted to the Department for review and final approval.

2.2. Technical Assistance

- 2.2.1. The Contractor shall provide technical assistance (TA) to the AOD workforce and direct service providers that:



Exhibit A

- 2.2.1.1. Complements and supports trainings identified in Subsection 2.1, Trainings, above.
- 2.2.1.2. Increases professional service providers' knowledge, skills, and abilities in using various outcome-supported and evidence-based or evidence-informed programs, policies, and practices.
- 2.2.1.3. Supports effective implementation of the full spectrum of substance misuse prevention, intervention, treatment and recovery supports services that are integrated with primary and behavioral health care and align with the Department's efforts to establish whole person-centered and community owned systems of care.
- 2.2.2. The Contractor shall provide TA in a variety of formats, which may include, but are not limited to:
 - 2.2.2.1. Face-to-face, in person meetings.
 - 2.2.2.2. Virtual meetings including, but not limited to:
 - 2.2.2.2.1. Web-based conferencing.
 - 2.2.2.2.2. Webinars.
 - 2.2.2.3. Site visits.
 - 2.2.2.4. Telephone calls and emails.
 - 2.2.2.5. On-line and in-person Communities of Practice.
- 2.2.3. The Contractor shall provide TA to providers and the workforce on targeted topics, based on emerging issues and needs, as directed by the Department.
- 2.2.4. The Contractor shall use a project management system, approved by the Department, to efficiently monitor, manage, and report TA requests.
- 2.2.5. The Contractor shall utilize online platforms, approved by the Department, to provide discussion forums to agencies served.
- 2.2.6. The Contractor shall provide TA that ensures program fidelity while meeting state and federal grant requirements including, but not limited to:
 - 2.2.6.1. The Substance Abuse Prevention & Treatment Federal Block Grant (SABG).
 - 2.2.6.2. Partnership for Success (PFS) Grant.
 - 2.2.6.3. The Medication-Assisted Treatment Prescription Drug and Opioid Addiction (MAT-PDOA) Grant.
- 2.2.7. The Contractor shall participate in all relevant federal programmatic webinars associated with the Department's awarded grants including but not limited to PFS, SABG, and MAT-PDOA



Exhibit A

- 2.2.8. The Contractor shall utilize subject matter experts, as approved by the Department, to enhance the TA activities.
- 2.2.9. The Contractor shall provide TA to the Department through seeking and writing proposals for other federal grants as directed by the Department.
- 2.2.10. The Contractor shall establish a process for identifying, selecting, guiding, and supporting promising programs in becoming a NH-endorsed, evidence-informed prevention program. At a minimum, the Contractor shall:
 - 2.2.10.1. Establish an evidence-informed workgroup to develop and manage activities which result in identification as a NH-endorsed prevention program.
 - 2.2.10.2. Convene, facilitate, and maintain a panel of informed national and local subject matter experts to determine the efficacy of programs.
 - 2.2.10.3. Employ NH's Service to Science process, whose guidelines are modeled from the Substance Abuse and Mental Health Services Administration's (SAMHSA's) process, which:
 - 2.2.10.3.1. Establishes core elements of an evidence-based practice;
 - 2.2.10.3.2. Ensures the approach is grounded in research;
 - 2.2.10.3.3. Ensures valid and reliable data are collected and analyzed to determine program effectiveness; and
 - 2.2.10.3.4. Requires implementation support including, but not limited to materials, manuals and training to support replication.
 - 2.2.10.4. Coordinate, convene, and facilitate the NH Expert Panel, which represents multiple sectors, statewide and nationally in the field of prevention and is responsible for reviewing applications submitted in the NH Service to Science Process.
 - 2.2.10.5. Ensure the application process includes the review and scoring of the application by an expert panel. The Contractor shall ensure:
 - 2.2.10.5.1. Applicants meeting application criteria are endorsed as Promising Practices in prevention.
 - 2.2.10.5.2. Applicants endorsed as Promising Practices in prevention are given the option to continue with the process to become endorsed as an evidence-based practice in prevention.
 - 2.2.10.6. Collaborate with the Department to improve upon the current NH Service to Science process by establishing an evidence-informed workgroup to identify innovative NH-based programs that exhibit a level of readiness to enter the process of becoming a NH evidence-informed prevention program.



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2.2.11. The Contractor shall facilitate and provide technical and logistical support for a maximum of seven (7) online Communities of Practice (CoP), which are designed in the format, frequency and length determined by the Department and include, but are not limited to:

2.2.11.1.1. Substance Misuse Prevention (SMP)

2.2.11.1.2. Student Assistance Programs (SAP)

2.2.11.1.3. Young Adult Strategies

2.2.11.1.4. Continuum of Care

2.2.11.1.5. Treatment

2.2.11.1.6. Medication-Assisted Treatment

2.2.11.1.7. Recovery Support Services

2.2.12. The Contractor shall maintain the New Hampshire Center for Excellence's current public-facing website (www.nhcenterforexcellence.org) that, at a minimum provides best practice and other professional assistance information that includes but is not limited to:

2.2.12.1. All publications and content created through this contract.

2.2.12.2. Webpages for each CoP that includes posting all materials including meeting presentation slide decks, audio recordings, questions and answers asked during meetings, and other tools and resources.

2.2.12.3. A listing of all technical assistance and training opportunities funded through this contract.

2.2.12.4. A clearinghouse list of other education and training events that are available.

2.2.13. The Contractor shall develop, update, and upload website content for the NH Treatment Locator <http://nhtreatment.org/>, at the request of the Department.

2.2.14. The Contractor shall review and evaluate the New Hampshire Treatment Locator website (<https://nhtreatment.org/>) in collaboration with the Department to further refine the treatment locator by identifying additional enhancements and features which shall include, but not be limited to:

2.2.14.1. Improving the ease of use and management of the treatment locator and database.

2.2.14.2. Exploring the feasibility of real-time treatment availability and allowing providers to access and update their treatment availability.

2.2.14.3. Implementing processes to ensure directory listings are up-to-date.

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2.2.14.4. Identifying and implementing a process to improve coordination of edits and new provider listings.

2.2.14.5. Identifying key providers and organizations through which the Center will actively promote the treatment locator.

2.2.15. The Contractor shall collaborate with the Department to ensure that the website in Paragraph 2.2.13 is designed, created, and managed according to all NH DoIT website requirements, and that any protected health information (PHI), personal information (PI), or other confidential information solicited, will not be stored or captured on the website and shall not be further disclosed except as provided by contract. Unless notice is clearly provided on the website, the Contractor agrees that website visitation will not be monitored and recorded for website analytics or marketing.

2.3. Program Evaluation

2.3.1. The Contractor shall develop methodologies, in collaboration with the Department, to evaluate the overall effectiveness of the AOD Continuum of Care System which will include, but not be limited to developing, implementing, and administering tools, surveys, plans, and program-level logic models.

2.3.2. The Contractor shall provide a summary of evaluation results obtained in Paragraph 2.3.1 to the Department and program stakeholders. The Contractor shall ensure the summary includes, but is not limited to:

2.3.2.1. Demonstrated progress in meeting implementation goals.

2.3.2.2. An explanation of challenges and successes that contributed to the outcomes.

2.3.2.3. Identification of opportunities for improvement in implementation to lead to improved outcomes.

2.3.3. The Contractor shall utilize subject matter experts, as approved by the Department, to enhance the program evaluation activities and scope of work.

2.3.4. The Contractor shall evaluate and provide support to programs funded by the Department, as directed by the Department and required by each funding source, to ensure program fidelity and that federal and state evaluation requirements and program outcomes are being achieved including, but not limited to:

2.3.4.1. SABG, which includes a minimum of one (1) independent peer review per state fiscal year to assess the quality, appropriateness, and efficacy of treatment services.

2.3.4.2. The Partnership for Success (PFS) Grant.



Exhibit A

- 2.3.4.3. The Medication-Assisted Treatment Prescription Drug and Opioid Addiction (MAT-PDOA) Grants.
- 2.3.4.4. The State Targeted Response to the Opioid Crisis (STR) Grant.
- 2.3.4.5. Governor's Commission Programs managed by the Department.
- 2.3.5. The Contractor shall participate in all federal evaluation webinars associated with the Department's awarded grants including, but not limited to PFS, SABG, STR, and MAT-PDOA.
- 2.3.6. The Contractor shall, in consultation with the Department:
 - 2.3.6.1. Develop evaluation documents required for state and federal grants.
 - 2.3.6.2. Provide data as requested, by the Department.
 - 2.3.6.3. Participate in SAMHSA evaluation and programmatic webinars.
- 2.4. Data Collection, Analysis, Interpretation, Reporting, and Support
 - 2.4.1. The Contractor shall assist and support the Department in the collection, analysis, interpretation, and reporting of data for the purposes of improving and informing substance misuse policies, programs, and practices. The Contractor shall ensure activities include, but are not limited to:
 - 2.4.1.1. Identifying existing data available at the federal, state, and local levels that can be utilized for problem identification as well as strategies and services to effectively address these issues.
 - 2.4.1.2. Identifying methodologies for data collection.
 - 2.4.1.3. Identifying reporting requirements.
 - 2.4.1.4. Gathering and compiling relevant drug and alcohol use disorder information and data.
 - 2.4.1.5. Analyzing and translating data into a variety of formats.
 - 2.4.1.6. Facilitating the collection and reporting of data.
 - 2.4.1.7. Collaborating with contracted providers.
 - 2.4.1.8. Integrating quality data assessment procedures into regular data management practices.
 - 2.4.1.9. Developing a summary report of aggregate data.
 - 2.4.1.10. Developing narrative responses.
 - 2.4.1.11. Preparing documents as determined and requested by the Department.
 - 2.4.2. The Contractor shall employ software, systems, and tools approved by the Department to analyze quantitative and qualitative data.



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- 2.4.3. The Contractor shall support the reporting needs of the Internal Department Data Dashboard by assisting with gathering and providing data from relevant sources, as directed by the Department.
- 2.4.4. The Contractor shall utilize subject matter experts, as approved by the Department, to enhance the data analysis, interpretation and support activities.
- 2.4.5. The Contractor shall design and publish compiled reports using data supplied by the Department and through other sources, upon the request of the Department, consistent with all state and federal rules and laws. The Contractor shall ensure compiled reports include, but are not limited to:
 - 2.4.5.1. Reports related to SUD prevention, treatment, and recovery support services provided and outcomes achieved, statewide, including but not limited to an annual system level status report.
 - 2.4.5.2. Targeted reports on emerging issues.
- 2.4.6. The Contractor shall provide reports in user-friendly and accessible formats; as directed by the Department including, but not limited to:
 - 2.4.6.1. Data summaries.
 - 2.4.6.2. Issue briefs.
 - 2.4.6.3. Slide presentations.
 - 2.4.6.4. Written reports.
 - 2.4.6.5. Data dashboards, charts and graphs.
 - 2.4.6.6. Tables that visually represent data and research findings.
- 2.4.7. The Contractor shall maintain the privacy and confidentiality of non-deidentified information obtained, gathered, stored, or transmitted by actions including, but not limited to:
 - 2.4.7.1. Locking access to all electronic and print files;
 - 2.4.7.2. Ensuring that sensitive data is never stored on users' personal accounts with any cloud-based service; such data are only to be stored on corporate accounts with services that are specifically approved for the storage of sensitive data;
 - 2.4.7.3. Ensuring all sensitive information are encrypted in transmission via SSL, TLS, or similar mechanisms, using FIPS-compliant libraries for cryptographic functions and that sensitive data is not transmitted over insecure connections; and
 - 2.4.7.4. Ensuring all sensitive data are not stored on third-party servers, unless those third-party providers have agreed, in writing, to protect



Exhibit A

the data as required by law, regulation, and by agreement(s) with the data owner. All agreements with third-party providers must be approved by the CIO, COO, or President of JSI.

- 2.4.7.5. Ensuring that data, statistics, or information derived from the data that directly or inferentially identifies any individual(s), including cases, family members, or providers, shall not be published or released in any form.
- 2.4.8. The Contractor shall maintain the secure storage of all non-deidentified data obtained, gathered, stored, or transmitted by any consultant or subcontractor. The Contractor shall ensure:
 - 2.4.8.1. All sensitive, non-deidentified data is stored on an encrypted, secure, HIPAA-compliant drive.
 - 2.4.8.2. Only authorized individuals listed in specific data use agreements are permitted to access these respective data.
 - 2.4.8.3. All workstations and servers utilized by staff are equipped with:
 - 2.4.8.3.1. Up-to-date anti-virus software
 - 2.4.8.3.2. Up-to-date malware detection and software firewalls.
 - 2.4.8.4. Data on all servers are backed up nightly, and all backup media is stored in secured locations and transmitted in locked containers.
 - 2.4.8.5. A minimum of one copy of all data are stored in a secure site storage location to assure data recovery in the event of disaster.
 - 2.4.8.6. Backup media which is utilized to rebuild all servers and workstations to ensure backups are being performed and are effective.
 - 2.4.8.7. The secure drive containing the data is sanitized by wiping and overwriting the data in multiple passes upon completion of any data retention period.
 - 2.4.8.8. All media containing non-public data are destroyed in a manner that ensures data are not recoverable.
 - 2.4.8.9. Electronic storage devices are physically destroyed or sanitized by IT staff before reuse.
 - 2.4.8.10. Disposal of data storage devices that are no longer required are authorized by an IT Manager, who certifies that all company and personal data have been removed from them prior to disposal.
 - 2.4.8.11. Device or media destruction is performed by a qualified data-destruction organization, witnessed by an IT staff member, and documented in writing in instances where devices or media are to be destroyed prior to data cleaning.



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2.5. NH Youth Risk Behavior Survey

2.5.1. The Contractor shall provide administrative assistance to the Department for the implementation of the bi-annual Centers for Disease Control and Prevention (CDC) NH Youth Risk Behavior Survey (YRBS) which includes, but is not limited to:

2.5.1.1. Printing, delivery and distribution of approximately 45,000 paper-based surveys to more than eighty (80+) participating public high schools statewide, formatted in accordance with the requirements of the CDC (<https://www.cdc.gov/healthyyouth/data/yrbs/data.htm>) and the Department, in booklet form;

2.5.1.2. Collecting and scanning completed surveys;

2.5.1.3. Developing a clean dataset of coded results; and

2.5.1.4. Providing the data to the Department in a clean data file in ASCII format ensuring that any protected health information (PHI) or SUD data included in the reports is disclosed in accordance with state rules, state and federal laws, including the requirements of 42 CFR Part 2.

2.6. Governor's Commission on Alcohol and Other Drug Abuse Prevention, Treatment, and Recovery (Commission)

2.6.1. The Contractor shall design and publish semi-annual reports for the Commission in accordance with RSA 12-J:4.

2.6.2. The Contractor shall provide administrative support and technical assistance for the Data and Evaluation Taskforce (Taskforce) of the Commission which includes, but is not limited to:

2.6.2.1. Convening Taskforce members at the direction of the Taskforce and the Department.

2.6.2.2. Managing and facilitating a minimum of six (6) meetings per year, which includes, but is not limited to maintaining records of meetings and activities related to the Taskforce.

2.6.2.3. Developing and implementing practices and processes that are demonstrated to be effective including, but not limited to:

2.6.2.3.1. Developing capacities for sustaining the State Epidemiological Outcomes Workgroup (SEOW).

2.6.2.3.2. Developing useful products and disseminating product information to key decision makers.

2.6.2.3.3. Continuously evaluating data and systems for effectiveness.



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2.6.2.4. Identifying and retrieving data sets from a diverse group of suppliers of relevant data and translating data into a variety of formats.

2.6.2.5. Participating with the Department in the collection and analysis of data.

2.6.2.6. Identifying key data indicators for use in monitoring progress across providers and program areas.

2.6.2.7. Assembling a dashboard of measures for semi-annual reporting as directed by RSA 12-J:4.

2.6.3. The Contractor shall coordinate with the Department to ensure the Commission is meeting all data collection, analysis, and reporting requirements as articulated in RSA 12-J.

2.7. Cost-Effectiveness Reporting

2.7.1. The Contractor shall create and produce a Program Inventory Report, in accordance with Chapter 302 (HB1626), New Hampshire Laws of 2018, for the Commission and the Department with a proposed target date of December 1, 2018 for the Commission's release proposed by January 1, 2019, that includes an inventory of all alcohol and drug abuse prevention, treatment, and recovery programs funded in whole or in part by the Commission.

2.7.2. The Contractor shall ensure the Program Inventory Report includes, but is not limited to, the following information for each program:

2.7.2.1. Program description.

2.7.2.2. Intended outcome.

2.7.2.3. Target participant population.

2.7.2.4. Oversight agency.

2.7.2.5. Annual budget.

2.7.2.6. Average cost per participant.

2.7.2.7. An assessment of the evidence of effectiveness for intended outcome.

2.7.2.7.1. For this report, "evidence of effectiveness" means documented results of evaluation assessing the effect of the program on the intended outcome for program participants, or program beneficiaries in the case of prevention programs.

2.7.2.7.2. This may include results of program evaluation conducted in New Hampshire or an evidence rating developed by matching the program to available research using nationally recognized clearinghouses of program evaluations,

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including, but not limited to, those included in the Pew-MacArthur Results First Clearinghouse Database.

- 2.7.3. The Contractor shall submit a work plan for the Program Inventory Report to the Department within 30 days of the contract effective date.
- 2.7.4. The Contractor shall create and produce a Cost-Effectiveness and Outcomes Report, in accordance with RSA 12-J:5, for the Commission and the Department no later than December 1, 2019 and annually thereafter for the Commission's release no later than January 1 of the following year that details currently funded programs including, but not limited to:
 - 2.7.4.1. Findings relative to the outcomes.
 - 2.7.4.2. Aggregate data and reports on findings relative to the outcomes as applicable to different program goals and context which may include, but not be limited to:
 - 2.7.4.2.1. Deidentified participant / client demographics.
 - 2.7.4.2.2. Duration of participation or average length of stay.
 - 2.7.4.2.3. Changes in knowledge, beliefs, skills and behavior.
 - 2.7.4.2.4. Program completion by program type including, but not limited to:
 - 2.7.4.2.5. Diagnosis.
 - 2.7.4.2.6. Primary drug of use.
 - 2.7.4.2.7. De-identified, aggregate client demographics for treatment programs
 - 2.7.4.2.8. Referral pathways including, but not limited to:
 - 2.7.4.2.8.1. Primary care.
 - 2.7.4.2.8.2. Justice system.
 - 2.7.4.2.8.3. Mental health system.
 - 2.7.4.2.8.4. School system.
 - 2.7.4.2.9. Treatment capacity versus utilization.
 - 2.7.4.2.10. Program-level treatment outcomes including, but not limited to:
 - 2.7.4.2.10.1. Substance use reduction or abstinence.
 - 2.7.4.2.10.2. Housing status.
 - 2.7.4.2.10.3. Recidivism.
 - 2.7.4.2.10.4. Employment.



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- 2.7.4.2.10.5. Education program status.
- 2.7.4.2.10.6. Engagement with recovery supports.
- 2.7.4.3. Cost-effectiveness of programs and projects.
- 2.7.4.4. Evidence of effectiveness of programs funded in whole or in part by the Commission.
- 2.7.5. The Contractor shall ensure the Cost-Effectiveness and Outcomes Reports contain an evaluation of a minimum of four (4) programs identified by the Commission, as follows:
 - 2.7.5.1. The initial annual report will address four (4) treatment programs.
 - 2.7.5.2. The second annual report will address four (4) prevention programs.
 - 2.7.5.3. The following annual reports will alternate between treatment and prevention programs.
 - 2.7.5.4. Programs will be chosen from the ten (10) highest annual dollar value programs, excluding law enforcement programs.
- 2.7.6. The Contractor shall ensure the cost-effectiveness analysis performed permits comparisons between selected programs within a given category.
- 2.7.7. The Contractor shall ensure the annual Cost-Effectiveness and Outcomes Reports:
 - 2.7.7.1. Represent outcomes as program effects on the participant population, not documentation of the delivery of the program.
 - 2.7.7.2. Include cost-effectiveness analysis using an economic evaluation in which the costs and consequences of alternative interventions are expressed as cost per unit of outcome.
 - 2.7.7.3. Identify evidence of effectiveness by assessing the effect of the program on the intended outcome for program participants, or program beneficiaries in the case of prevention programs.
 - 2.7.7.3.1. This may include results of program evaluation conducted in New Hampshire or an evidence rating developed by matching the program to available research using nationally recognized clearinghouses of program evaluations including, but not limited to those included in the Pew-MacArthur Results First Clearinghouse Database.
- 2.7.8. The Contractor shall submit a work plan to the Department for the cost-effectiveness analysis within thirty (30) days of the Governor's Commission identification of the four (4) programs to be analyzed.



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2.7.9. The Contractor shall participate in any workgroups or committees established by the Department and/or the Commission to evaluate the usefulness of the cost-effectiveness reporting and incorporate any modifications to the process as developed in the workgroup or committee where approved by the Commission.



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2.8. Partnership for Success

2.8.1. Partnership for Success (PFS) 2015

2.8.1.1. The Contractor shall provide TA and evaluation support for the Department and sub-grantees funded through SAMHSA's Partnership for Success (PFS) 2015 Grant. The Contractor shall ensure TA includes, but is not limited to:

- 2.8.1.1.1. Designing surveys.
- 2.8.1.1.2. Reviewing evaluation administration procedures.
- 2.8.1.1.3. Reviewing evaluation reporting methodologies.
- 2.8.1.1.4. Analyzing the administration of evaluation results.
- 2.8.1.1.5. Aggregating school-level survey and young adult data.
- 2.8.1.1.6. Participating in the Department's Partnership for Success advisory and evaluation teams.

2.8.1.2. The Contractor shall ensure all federal reporting for the PFS 2015 grant requirements are met.

2.8.2. Project Success Student Assistance Programs

2.8.2.1. The Contractor shall provide services for the Student Assistance Program in order to increase staff and provider knowledge and skills. The Contractor shall ensure services include, but are not limited to:

- 2.8.2.1.1. Training.
- 2.8.2.1.2. TA.
- 2.8.2.1.3. Program evaluation.
- 2.8.2.1.4. Data analysis.
- 2.8.2.1.5. Interpretation of evaluation results.
- 2.8.2.1.6. Support.

2.8.2.2. The Contractor shall review the following evaluation strategies with the Department and advisory group for possible inclusion in the evaluation plan:

2.8.2.2.1. **Process data:** Refers to who is receiving which interventions or information and when.

2.8.2.2.2. **Knowledge attitude and behavior (KAB) information:** Typically collected utilizing surveys, but may be gathered through direct observations or qualitative approaches including, but not limited to focus groups or surveys with



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parents or teachers, ensuring parental consent is obtained prior to completing KAB collection from students directly.

2.8.2.2.3. **School performance and disciplinary data:** Considers the change in grades, truancy, and behavioral issues through baseline before the student started with SAP and through change at the end of school year, which requires having access to individual level data for each participant as well as an aggregate summary of all students in the same school and time period for comparison purposes.

2.8.2.3. The Contractor shall provide recommendations on data products based on the evaluation findings of the PFS 2015 grant to a variety of stakeholders which include, but are not limited to:

2.8.2.3.1. School administrations.

2.8.2.3.2. Boards.

2.8.2.3.3. Communities.

2.8.2.3.4. The Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery.

2.8.3. **Young Adult Strategies**

2.8.3.1. The Contractor shall provide information and TA to the Regional Public Health Networks' (RPHNs') Substance Misuse Prevention Coordinators and Young Adult Coordinators related to the Young Adult Strategies, for young adults ages eighteen (18) through twenty-five (25) years, regarding implementing and monitoring evidence-informed strategies, as well as planning and facilitating a Community of Practice. The Contractor shall ensure TA may include, but is not limited to assistance with:

2.8.3.1.1. Coordinating and developing content for orientations.

2.8.3.1.2. Developing implementation manuals.

2.8.3.1.3. Facilitating strategic planning and training in the application of the Strategic Prevention Framework.

2.8.3.1.4. Providing learning opportunities through the use of subject matter experts.

2.8.3.1.5. Developing tools to collect evaluation data that meets federal reporting requirements.

2.8.3.1.6. Consulting with the Department on agendas.

2.8.3.1.7. Securing speakers/presenters.



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2.8.3.1.8. Training, developing, and posting resources on the Contractor's website.

2.8.3.2. The Contractor shall develop and implement an evaluation plan, in consultation with the Department, for Young Adult Strategies that is consistent with federal requirements.

2.8.3.3. The Contractor shall administer a statewide online survey for young adults ages eighteen (18) through thirty (30) years that shall be available for response for thirty (30) consecutive days and shall begin within sixty (60) days of the initiation of the contract.

2.8.4. Media Messaging for Young Adults

2.8.4.1. The Contractor shall provide TA to the RPHN's related to the ongoing young adult social media campaign that specifically targets the young adult population ages eighteen (18) through twenty-five (25) years, in order to create awareness of the risks of underage drinking and high-risk alcohol use, such as binge drinking.

2.8.4.2. The Contractor shall conduct activities to ensure the delivery of substance misuse prevention social media messages is appropriate for a variety of venues.

2.8.4.3. The Contractor shall ensure activities include, but are not limited to:

2.8.4.3.1. Developing an evaluation plan of the young adult social media campaign Department approval.

2.8.4.3.2. Implementing the approved evaluation plan.

2.8.4.3.3. Providing a written report of evaluation findings including recommendations for improvements.

2.8.4.4. The Contractor shall deploy campaign strategies that are culturally sensitive based on the evaluation findings and recommendations.

2.8.4.5. The Contractor shall provide services, as approved by the Department that include but are not limited to:

2.8.4.5.1. Marketing.

2.8.4.5.2. Strategy development.

2.8.4.5.3. Traditional and digital advertising.

2.8.4.5.4. Public relations.

2.8.4.5.5. Market research.

2.8.4.5.6. Formative research.

2.8.4.5.7. Creative development and production.



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2.8.4.5.8. Media planning and buying.

2.8.4.5.9. Full web services.

2.8.4.5.10. Augmented reality.

2.8.4.5.11. Geo-targeting.

2.8.4.5.12. User-experience design.

2.8.4.6. The Contractor shall implement digital media campaigns, as approved by the Department, that include but are not limited to:

2.8.4.6.1. Binge-Free 603: What's your Reason?

2.8.4.6.2. Preppy-partier peer crowd campaign

2.8.4.7. The Contractor shall ensure any website or media campaign accessing or gathering user information shall not store, retain, or collect personal identifying information of the user, including IP or email address.

2.9. Building Long-Term Sustainability for Workforce Development

2.9.1. The Contractor shall leverage multiple resources and partnerships to build long-term workforce sustainability and to increase and expand workforce development efforts that address substance misuse.

2.10. Outcomes

2.10.1. The Contractor shall provide services that result in the improvement of policies, practices, data collection, and analysis of the AOD Continuum of Care system to mitigate substance misuse and its consequences for individuals by:

2.10.1.1. Increasing professional service provider's knowledge, skills and abilities in the use of various outcome-supported and evidence-based programs, policies, and practices;

2.10.1.2. Improving provider's overall operations as they relate to programs, policies, and practices;

2.10.1.3. Supporting integration of AOD services within primary and behavioral health care;

2.10.1.4. Providing TA in the form of consultation and guidance on delivering outcome-supported and evidence-based services in order to assist providers to build internal capacity and increase knowledge and expertise to the changing landscape of healthcare;

2.10.1.5. Providing program evaluation to measure outcomes and processes in order to continually enhance and improve the quality of services delivered; and



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2.10.1.6. Providing data analysis, including interpretation and translation of data, to inform the decision-making process.

2.10.2. The Contractor shall collect data to monitor implementation of contract activities which shall include, but not be limited to:

2.10.2.1. Participation in trainings and CoPs.

2.10.2.2. Dissemination of products and data.

2.10.2.3. Measurement of the outcomes among those reached by these activities using:

2.10.2.3.1. TA satisfaction evaluation surveys.

2.10.2.3.2. Training satisfaction evaluation surveys including an annual training needs assessment.

2.10.2.3.3. CoP satisfaction evaluation surveys.

2.10.3. The Contractor shall employ quality improvement activities for each scope of service activity area, which includes, but is not limited to:

2.10.3.1. Creating and employing a work plan for each scope of work identified in this Exhibit A.

2.10.3.2. Studying evaluation findings to continuously refine, improve, and adapt future activities as needed.

2.10.3.3. Reviewing progress towards planned activities and objectives with the Department.

2.10.3.4. Addressing any challenges by sharing findings with the Department and determining appropriate strategies to address the challenges.

2.10.3.5. Establishing a minimum evaluation result as applicable, with input from the Department and ensuring:

2.10.3.5.1. Evaluations with findings below the established minimum standard result in the start of a quality improvement cycle.

2.10.3.5.2. Quality improvement cycles will be implemented based on annual findings.

2.11. Project Management

2.11.1. The Contractor shall meet with the Department, as requested.

2.11.2. The Contractor shall establish a project management strategy, as approved by the Department, that ensures:

2.11.2.1. All project tasks and activities are identified and monitored.

2.11.2.2. Potential issues impacting outcomes are identified.

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2.11.2.3. Deliverables are met as identified in this Exhibit A, Scope of Services.

2.11.3. The Contractor shall conduct a project kick-off meeting with the Department and identified project staff within ten (10) business days of the contract effective date to review proposed project management strategy.

2.11.4. The Contractor shall provide a work plan/timeline to the Department that defines the milestones, activities, deliverables, due dates, and anticipated staffing needs for each scope of work within ten (10) business days following the kick-off meeting.

2.11.5. The Contractor shall facilitate regular full-team meetings to ensure all staff remain informed of current work plan activities, materials, development initiatives, and all overarching project issues.

2.11.6. The Contractor shall distribute minutes from meetings, project materials, and resources across all project staff, including the Department, using a networked, cloud-sharing platform that facilitates collaboration.

3. Deliverables

3.1. Training

3.1.1. The Contractor shall deliver trainings as follows, per state fiscal year:

3.1.1.1. A minimum of forty-nine (49) in-person trainings including, but not limited to:

3.1.1.1.1. Core, intermediate, and advanced level trainings which meet licensure and certification needs of the workforce;

3.1.1.1.2. Trainings specific to the needs of PFS grantees; and

3.1.1.1.3. Targeted trainings as determined by the Department

3.1.1.2. A minimum of four (4) on-demand webinars.

3.1.2. The Contractor shall administer an annual training needs assessment, beginning no later than sixty (60) days of the contract effective date, and every twelve (12) months thereafter and shall provide key findings to the Department for consideration and feedback for training planning purposes and to ensure continuous quality improvement of the training program.

3.2. Technical Assistance

3.2.1. The Contractor shall provide a list of TA requests to the Department for approval on a weekly basis.

3.2.2. The Contractor shall compile a list of TA provided and shall include this in the written monthly progress reports detailed in Section 3.



Exhibit A

3.2.3. The Contractor shall facilitate and provide technical and logistical support for a maximum of seven (7) online Communities of Practice (CoP), which are designed in the format, frequency and length determined by the Department and include, but are not limited to:

3.2.3.1. Substance Misuse Prevention (SMP)

3.2.3.2. Student Assistance Programs (SAP)

3.2.3.3. Young Adult Strategies

3.2.3.4. Continuum of Care

3.2.3.5. Treatment

3.2.3.6. Medication-Assisted Treatment

3.2.3.7. Recovery Support Services

3.2.4. The Contractor shall identify a minimum of one (1) NH prevention program, per state fiscal year, to participate in the NH Service to Science process.

3.3. Program Evaluation

3.3.1. The Contractor shall develop, in consultation with the Department evaluation documents required for state and federal grants.

3.3.2. The Contractor shall supply the Department with all documents and findings relative to the independent peer review performed within each state fiscal year.

3.4. NH YRBS

3.4.1. The Contractor shall print, package, deliver and distribute a minimum of 45,000 surveys to a minimum of eighty (80) participating public high schools, statewide.

3.4.2. The Contractor shall collect and scan completed surveys and develop a clean dataset of coded results and provide the data to the Department in a clean data file in ASCII format.

3.5. Governor's Commission

3.5.1. The Contractor shall publish semi-annual reports for the Commission in accordance with RSA 12-J:4.

3.5.2. The Contractor shall manage and facilitate a minimum of six (6) meetings per state fiscal year of the Governor's Commission Data and Evaluation Taskforce

3.6. Cost-effectiveness Evaluation

3.6.1. The Contractor shall create and produce a Program Inventory Report, in accordance with Chapter 302 (HB1626), New Hampshire Laws of 2018, for the Commission and the Department with a proposed target date of December



Exhibit A

1, 2018 for the Commission's release proposed by January 1, 2019, that includes an inventory of all alcohol and drug abuse prevention, treatment, and recovery programs funded in whole or in part by the Commission.

3.6.2. The Contractor shall create and produce a Cost-Effectiveness and Outcomes Report for the Commission and the Department no later than December 1, 2019 and annually thereafter for the Commission's release no later than January 1 of the following year that details currently funded programs.

3.7. Partnership for Success

3.7.1. The Contractor shall develop an evaluation design for the Student Assistance Program sixty (60) days from the contract effective date.

3.7.2. The Contractor shall implement the evaluation of the Student Assistance Program no later than ninety (90) days from the contract effective date.

3.7.3. The Contractor shall provide the Department and PFS Student Assistance Program sub-recipients with analysis of data provided to the Contractor by the end of each fiscal year.

3.7.4. The Contractor shall conduct at a minimum four (4) focus groups with stakeholders associated with Student Assistance Programs per fiscal year.

3.7.5. The Contractor shall submit the Young Adult Strategies evaluation plan no later than thirty (30) days from the contract effective date for Department approval:

3.7.6. The Contractor shall implement the evaluation of Young Adult Strategies no later than ninety (90) days for the contract effective date.

3.7.7. The Contractor shall provide the Department with analysis of the evaluation data within 60 days after the end of each fiscal year.

3.7.8. The Contractor shall submit the Young Adult social media campaign evaluation plan within sixty (60) days of the contract effective date for department approval.

3.7.9. The Contractor shall implement the evaluation of the Young Adult social media campaign no later than ninety (90) days from contract effective date.

3.7.10. The Contractor shall provide a written report of the Young Adult social media campaign evaluation findings, including recommendations for improvements, no later than sixty (60) days from the close of the evaluation.

3.7.11. The Contractor shall launch the "Preppy-Partier" media messaging campaign by September 30, 2019.

3.8. Reporting and Meetings

3.8.1. The Contractor shall provide a written monthly progress report to the Department related to accomplishments of the contract goals and



Exhibit A

performance measures, for each scope of work, which includes, but is not limited to:

3.8.1.1. A summary of the key work performed for each scope of work during the monthly period.

3.8.1.2. Encountered and foreseeable key issues.

3.8.1.3. Scheduled work for the upcoming period. w

3.8.2. The Contractor shall meet at least quarterly with the Department to review the status of all contract requirements for each scope of work including, but not limited to:

3.8.2.1. Work plans/timelines for each scope of work for the upcoming quarter;

3.8.2.2. Anticipated staffing needs for each scope of work for the upcoming quarter;

3.8.2.3. Potential risks, barriers, and issues for each scope of work, that may impact outcomes; including a mitigation strategy for each; and

3.8.2.4. Quarterly financial reports that clearly identify costs charged as they relate to work done per scope.

3.8.3. The Contractor shall complete and submit an end of year report no later than sixty (60) days after the end of the state fiscal year which provides, at a minimum:

3.8.3.1. A complete program overview;

3.8.3.2. Accomplishments towards program goals and performance measures linked to outcomes and including return on investment data for each scope of work; and

3.8.3.3. End of year financial report.



Exhibit B

Methods 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.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. This contract is funded as follows:
 - 3.1. Funding from the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment.
 - 3.2. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA):
 - 3.2.1. Substance Abuse Prevention & Treatment Block Grant (SAPT) CFDA #93.959 FAIN # TI010035.
 - 3.2.2. NH Partnership for Success Initiative (PFS2) CFDA #93.243 FAIN # SP020796.
 - 3.2.3. Medication-Assisted Treatment Prescription Drug and Opioid Addiction Grant (MAT-PDOA) CFDA #93.243 FAIN #TI026741.
 - 3.2.4. State Targeted Response to the Opioid Crisis Grant (STR) CFDA#93.788 FAIN # TI080246.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved budget line items.
 - 4.2. Contractor budgets include:
 - 4.2.1. Exhibit B-1 (SFY 19) and B-2 (SFY 20) which are the total budgets per State Fiscal Year including all programs within the contract.
 - 4.2.2. Exhibits B-3 through B-16 which are budgets for the individual programs by State Fiscal Year.
 - 4.3. The Contractor shall submit an invoice in a form satisfactory to the State no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.4. The Contractor shall ensure invoices are completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.5. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
 - 4.6. 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.
 - 4.7. 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.

New Hampshire Department of Health and Human Services
Alcohol and Other Drug (AOD) Continuum of Care System Supports



Exhibit B

-
- 4.8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Michael.Rogers@dhhs.nh.gov and Laurie.Heath@dhhs.nh.gov
 5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.
 6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this contract.
 7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and approved by the Department, and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: AOD Continuum of Care Systems Supports

Budget Period: SFY19 (Date of G&C - 6/30/19)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 672,652.00	\$ -	\$ 672,652.00
2. Employee Benefits	\$ 255,609.00	\$ -	\$ 255,609.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 20,165.00	\$ -	\$ 20,165.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 47,086.00	\$ -	\$ 47,086.00
6. Travel	\$ 5,059.00	\$ -	\$ 5,059.00
7. Occupancy	\$ 67,265.00	\$ -	\$ 67,265.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 53,811.00	\$ -	\$ 53,811.00
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 15,000.00	\$ -	\$ 15,000.00
11. Staff Education and Training	\$ 20,182.00	\$ -	\$ 20,182.00
12. Subcontracts/Agreements	\$ 267,000.00	\$ -	\$ 267,000.00
13. Other (combined from attached program budgets)	\$ -	\$ -	\$ -
	\$ 5,836.00	\$ -	\$ 5,836.00
	\$ 5,110.00	\$ -	\$ 5,110.00
	\$ 43,300.00	\$ 107,639.00	\$ 150,939.00
TOTAL	\$ 1,478,075.00	\$ 107,639.00	\$ 1,585,714.00

Indirect As A Percent of Direct

7.3%

Contractor Initials JK

Date 9/12/18

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: AOD Continuum of Care Systems Supports

Budget Period: SFY20 (7/1/19 - 6/30/20)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 796,578.00	\$ -	\$ 796,578.00
2. Employee Benefits	\$ 302,700.00	\$ -	\$ 302,700.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 23,881.00	\$ -	\$ 23,881.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 55,763.00	\$ -	\$ 55,763.00
6. Travel	\$ 5,103.00	\$ -	\$ 5,103.00
7. Occupancy	\$ 79,658.00	\$ -	\$ 79,658.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 63,728.00	\$ -	\$ 63,728.00
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 15,000.00	\$ -	\$ 15,000.00
11. Staff Education and Training	\$ 23,898.00	\$ -	\$ 23,898.00
12. Subcontracts/Agreements	\$ 267,000.00	\$ -	\$ 267,000.00
13. Other (combined from attached program budgets)	\$ -	\$ -	\$ -
	\$ 5,836.00	\$ -	\$ 5,836.00
	\$ 5,110.00	\$ -	\$ 5,110.00
	\$ 43,300.00	\$ 127,465.00	\$ 170,765.00
TOTAL	\$ 1,687,555.00	\$ 127,465.00	\$ 1,815,020.00

Indirect As A Percent of Direct

7.6%

Contractor Initials 

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: Training

Budget Period: SFY19 (Date of G&C - 6/30/19)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 2,135.00		\$ 2,135.00
2. Employee Benefits	\$ 811.00		\$ 811.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 64.00		\$ 64.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 150.00		\$ 150.00
6. Travel			\$ -
7. Occupancy	\$ 214.00		\$ 214.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 170.00		\$ 170.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 64.00		\$ 64.00
12. Subcontracts/Agreements	\$ 227,000.00		\$ 227,000.00
13. Other (specific details mandatory):			\$ -
			\$ -
			\$ -
		\$ 342.00	\$ 342.00
TOTAL:	\$ 230,608.00	\$ 342.00	\$ 230,950.00

Indirect As A Percent of Direct

0.1%

Contractor Initials 

Exhibit B-4

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: Training

Budget Period: SFY20 (7/1/19 - 6/30/20)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 2,135.00		\$ 2,135.00
2. Employee Benefits	\$ 811.00		\$ 811.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 64.00		\$ 64.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 150.00		\$ 150.00
6. Travel			\$ -
7. Occupancy	\$ 213.00		\$ 213.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 171.00		\$ 171.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 64.00		\$ 64.00
12. Subcontracts/Agreements	\$ 227,000.00		\$ 227,000.00
13. Other (specific details mandatory):			\$ -
			\$ -
			\$ -
		\$ 342.00	\$ 342.00
TOTAL	\$ 230,608.00	\$ 342.00	\$ 230,950.00

Indirect As A Percent of Direct

0.1%

Contractor Initials JK

Exhibit B-5

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: Technical Assistance

Budget Period: SFY19 (Date of G&C - 6/30/19)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 195,506.00		\$ 195,506.00
2. Employee Benefits	\$ 74,293.00		\$ 74,293.00
3. Consultants			\$
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 5,861.00		\$ 5,861.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 13,686.00		\$ 13,686.00
6. Travel	\$ 2,700.00		\$ 2,700.00
7. Occupancy	\$ 19,551.00		\$ 19,551.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 15,640.00		\$ 15,640.00
9. Software	\$ -		\$ -
10. Marketing/Communications	\$ -		\$ -
11. Staff Education and Training	\$ 5,866.00		\$ 5,866.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Salesforce Software License	\$ 864.00		\$ 864.00
Conference Calls & Training	\$ 3,750.00		\$ 3,750.00
Subject Matter Experts	\$ 16,000.00	\$ 31,283.00	\$ 47,283.00
TOTAL	\$ 353,717.00	\$ 31,283.00	\$ 385,000.00

Indirect As A Percent of Direct

8.8%

Contractor Initials

Exhibit B-6

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: Technical Assistance

Budget Period: SFY20 (7/1/19 - 6/30/20)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 187,398.00		\$ 187,398.00
2. Employee Benefits	\$ 71,211.00		\$ 71,211.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 5,618.00		\$ 5,618.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 13,119.00		\$ 13,119.00
6. Travel	\$ 2,700.00		\$ 2,700.00
7. Occupancy	\$ 18,740.00		\$ 18,740.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 14,993.00		\$ 14,993.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 5,622.00		\$ 5,622.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Salesforce Software License	\$ 864.00		\$ 864.00
Conference Calls & Training	\$ 3,750.00		\$ 3,750.00
Subject Matter Experts	\$ 16,000.00	\$ 29,985.00	\$ 45,985.00
TOTAL	\$ 340,015.00	\$ 29,985.00	\$ 370,000.00

Indirect As A Percent of Direct

8.8%

Contractor Initials 

Exhibit B-7

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: Program Evaluation

Budget Period: SFY19 (Date of G&C - 6/30/19)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 150,832.00		\$ 150,832.00
2. Employee Benefits	\$ 57,316.00		\$ 57,316.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 4,522.00		\$ 4,522.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 10,558.00		\$ 10,558.00
6. Travel	\$ 350.00		\$ 350.00
7. Occupancy	\$ 15,083.00		\$ 15,083.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 12,067.00		\$ 12,067.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 4,525.00		\$ 4,525.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Satisfaction Survey Printing	\$ 400.00		\$ 400.00
Incentives for Providers Response	\$ 500.00		\$ 500.00
Subject Matter Experts	\$ 15,000.00	\$ 24,135.00	\$ 39,135.00
TOTAL	\$ 271,153.00	\$ 24,135.00	\$ 295,288.00

Indirect As A Percent of Direct

8.9%

Contractor Initials JSI

Date 9/12/18

Exhibit B-8

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: Program Evaluation

Budget Period: SFY20 (7/1/19 - 6/30/20)

Line Item -Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 149,066.00		\$ 149,066.00
2. Employee Benefits	\$ 56,645.00		\$ 56,645.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 4,469.00		\$ 4,469.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 10,435.00		\$ 10,435.00
6. Travel	\$ 350.00		\$ 350.00
7. Occupancy	\$ 14,907.00		\$ 14,907.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 11,925.00		\$ 11,925.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 4,472.00		\$ 4,472.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Satisfaction Survey Printing	\$ 400.00		\$ 400.00
Incentives for Providers Response	\$ 500.00		\$ 500.00
Subject Matter Experts	\$ 15,000.00	\$ 23,853.00	\$ 38,853.00
TOTAL	\$ 268,169.00	\$ 23,853.00	\$ 292,022.00

Indirect As A Percent of Direct

8.9%

Contractor Initials JS

Date 9/12/18

Exhibit B-9

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Data Collection, Analysis, Interpretation, Reporting, and

Budget Request for: Support

Budget Period: SFY19 (Date of G&C - 6/30/19)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 85,503.00		\$ 85,503.00
2. Employee Benefits	\$ 32,491.00		\$ 32,491.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,563.00		\$ 2,563.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 5,985.00		\$ 5,985.00
6. Travel			\$ -
7. Occupancy	\$ 8,550.00		\$ 8,550.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 6,840.00		\$ 6,840.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 2,565.00		\$ 2,565.00
12. Subcontracts/Agreements	\$ 40,000.00		\$ 40,000.00
13. Other (specific details mandatory):			\$ -
Survey Gizmo (\$400) & Tableau (\$672)	\$ 1,072.00		\$ 1,072.00
Survey Monkey	\$ 360.00		\$ 360.00
YRBS Supplies (\$7,300 & YRBS Postage (\$5,000)	\$ 12,300.00	\$ 13,685.00	\$ 25,985.00
TOTAL	\$ 198,229.00	\$ 13,685.00	\$ 211,914.00

Indirect As A Percent of Direct

6.9%

Contractor Initials 

Date 9/12/18

Exhibit B-10

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

**Data Collection, Analysis, Interpretation, Reporting &
Budget Request for: Support**

Budget Period: SFY20 (7/1/19 - 6/30/20)

Line-Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 68,350.00		\$ 68,350.00
2. Employee Benefits	\$ 25,973.00		\$ 25,973.00
3. Consultants			\$
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,049.00		\$ 2,049.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 4,785.00		\$ 4,785.00
6. Travel			\$ -
7. Occupancy	\$ 6,835.00		\$ 6,835.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 5,468.00		\$ 5,468.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 2,050.00		\$ 2,050.00
12. Subcontracts/Agreements	\$ 40,000.00		\$ 40,000.00
13. Other (specific details mandatory):			\$ -
Survey Gizmo (\$400) & Tableau (\$672)	\$ 1,072.00		\$ 1,072.00
Survey Monkey	\$ 360.00		\$ 360.00
YRBS Supplies (\$7,300 & YRBS Postage (\$5,	\$ 12,300.00	\$ 10,938.00	\$ 23,238.00
TOTAL	\$ 169,242.00	\$ 10,938.00	\$ 180,180.00

Indirect As A Percent of Direct

6.5%

Contractor Initials 

Exhibit B-11

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: Governor's Commission

Budget Period: SFY19 (Date of G&C - 6/30/19)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 80,541.00		\$ 80,541.00
2. Employee Benefits	\$ 30,606.00		\$ 30,606.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,414.00		\$ 2,414.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 5,638.00		\$ 5,638.00
6. Travel			\$ -
7. Occupancy	\$ 8,054.00		\$ 8,054.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 6,443.00		\$ 6,443.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 2,417.00		\$ 2,417.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Print Gov Commission Mid Year and Annual Reports	\$ 1,000.00		\$ 1,000.00
			\$ -
		\$ 12,887.00	\$ 12,887.00
TOTAL	\$ 137,113.00	\$ 12,887.00	\$ 150,000.00

Indirect As A Percent of Direct

9.4%

Contractor Initials

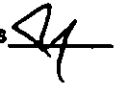


Exhibit B-12

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: Governor's Commission

Budget Period: SFY20 (7/1/19 - 6/30/20)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 80,541.00		\$ 80,541.00
2. Employee Benefits	\$ 30,606.00		\$ 30,606.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,414.00		\$ 2,414.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 5,638.00		\$ 5,638.00
6. Travel			\$ -
7. Occupancy	\$ 8,054.00		\$ 8,054.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 6,443.00		\$ 6,443.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 2,416.00		\$ 2,416.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Print Gov Commission Mid Year and Annual Reports	\$ 1,000.00		\$ 1,000.00
			\$ -
		\$ 12,888.00	\$ 12,888.00
TOTAL	\$ 137,112.00	\$ 12,888.00	\$ 150,000.00

Indirect As A Percent of Direct

9.4%

Contractor Initials 

RFP-2019-BDAS-03-ALCOH

Date 9/12/18

Exhibit B-13

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: Program Inventory & Cost Effectiveness

Budget Period: SFY19 (Date of G&C - 6/30/19)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 86,515.00		\$ 86,515.00
2. Employee Benefits	\$ 32,876.00		\$ 32,876.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,594.00		\$ 2,594.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 6,056.00		\$ 6,056.00
6. Travel	\$ 509.00		\$ 509.00
7. Occupancy	\$ 8,651.00		\$ 8,651.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 6,921.00		\$ 6,921.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 2,596.00		\$ 2,596.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Conference Calls & Training	\$ 2,000.00		\$ 2,000.00
		\$ 13,844.00	\$ 13,844.00
TOTAL	\$ 148,718.00	\$ 13,844.00	\$ 162,562.00

Indirect As A Percent of Direct

9.3%

Contractor Initials JSI

Exhibit B-14

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: Program Inventory & Cost Effectiveness

Budget Period: SFY20 (7/1/19 - 6/30/20)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 237,468.00		\$ 237,468.00
2. Employee Benefits	\$ 90,238.00		\$ 90,238.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 7,120.00		\$ 7,120.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 16,623.00		\$ 16,623.00
6. Travel	\$ 553.00		\$ 553.00
7. Occupancy	\$ 23,747.00		\$ 23,747.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 18,998.00		\$ 18,998.00
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 7,125.00		\$ 7,125.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Conference Calls & Training	\$ 2,000.00		\$ 2,000.00
		\$ 37,996.00	\$ 37,996.00
TOTAL	\$ 403,872.00	\$ 37,996.00	\$ 441,868.00

Indirect As A Percent of Direct

9.4%

Contractor Initials 

Exhibit B-15

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: Partnership for Success

Budget Period: SFY19 (Date of G&C - 6/30/19)

Line Item - Provide detail in budget narrative.	Direct	Indirect	Total
1. Total Salary/Wages	\$ 71,620.00		\$ 71,620.00
2. Employee Benefits	\$ 27,216.00		\$ 27,216.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,147.00		\$ 2,147.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 5,013.00		\$ 5,013.00
6. Travel	\$ 1,500.00		\$ 1,500.00
7. Occupancy	\$ 7,162.00		\$ 7,162.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 5,730.00		\$ 5,730.00
9. Software			\$ -
10. Marketing/Communications - Binge Free	\$ 15,000.00		\$ 15,000.00
11. Staff Education and Training	\$ 2,149.00		\$ 2,149.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Web-Ex SAP, Young Adults	\$ 500.00		\$ 500.00
Printing PFS Evaluation Data Products	\$ 500.00		\$ 500.00
		\$ 11,463.00	\$ 11,463.00
TOTAL	\$ 138,537.00	\$ 11,463.00	\$ 150,000.00

Indirect As A Percent of Direct

8.3%

Contractor Initials RS

Exhibit B-16

New Hampshire Department of Health and Human Services

Bidder Name: JSI Research and Training Institute, Inc

Budget Request for: Partnership for Success

Budget Period: SFY20 (7/1/19 - 6/30/20)

Line Item - Provide detail in budget narrative	Direct	Indirect	Total
1. Total Salary/Wages	\$ 71,620.00		\$ 71,620.00
2. Employee Benefits	\$ 27,216.00		\$ 27,216.00
3. Consultants			\$ -
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	\$ 2,147.00		\$ 2,147.00
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	\$ 5,013.00		\$ 5,013.00
6. Travel	\$ 1,500.00		\$ 1,500.00
7. Occupancy	\$ 7,162.00		\$ 7,162.00
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	\$ 5,730.00		\$ 5,730.00
9. Software			\$ -
10. Marketing/Communications	\$ 15,000.00		\$ 15,000.00
11. Staff Education and Training	\$ 2,149.00		\$ 2,149.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
Web-Ex SAP, Young Adults	\$ 500.00		\$ 500.00
Printing PFS Evaluation Data Products	\$ 500.00		\$ 500.00
		\$ 11,463.00	\$ 11,463.00
TOTAL	\$ 138,537.00	\$ 11,463.00	\$ 150,000.00

Indirect As A Percent of Direct

8.3%

Contractor Initials 

RFP-2019-BDAS-03-ALCOH

Date 9/12/18



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

9/12/18

Date


Name: Jonathan Stewart
Title: Regional Director





CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

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

9/12/18

Date

Name: Jonathan Stewart
Title: Regional Director

Exhibit E - Certification Regarding Lobbying

Contractor Initials

Date 9/12/18



**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

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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.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

9/12/18

Date


Name: Jonathan Stewart
Title: Regional Director



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

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

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

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

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

Exhibit G

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

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

9/12/18

Date


Name: Jonathan Stowers
Title: Regional Director

Exhibit G

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

Contractor Initials





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

9/12/18
Date


Name: Jonathan Stewart
Title: Regional Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Exhibit I

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

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

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

3/2014

Contractor Initials

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Date 9/12/18



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

<p>Department of Health and Human Services The State</p> <p><u>[Signature]</u> Signature of Authorized Representative</p> <p><u>Katja S Fox</u> Name of Authorized Representative</p> <p><u>Director</u> Title of Authorized Representative</p> <p><u>9/19/18</u> Date</p>	<p>JSI Research & Training Institute, Inc. d/b/a Community Health Institute</p> <p><u>[Signature]</u> Name of the Contractor</p> <p><u>[Signature]</u> Signature of Authorized Representative</p> <p><u>Jonathan Stewart</u> Name of Authorized Representative</p> <p><u>Regional Director</u> Title of Authorized Representative</p> <p><u>9/12/18</u> Date</p>
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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

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

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

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

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

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

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

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

Name: Jonathan Stewart
Title: Regional Director

9/12/18

Date

Contractor Initials

Date 9/12/18



FORM A

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

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

 NO x YES

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

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

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

 NO x YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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


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

V. LOSS REPORTING

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

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

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



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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