



Lori A. Shibinette  
Commissioner

Katja S. Fox  
Director

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
***DIVISION FOR BEHAVIORAL HEALTH***

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
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June 30, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with JSI Research and Training Institute, Inc. d/b/a Community Health Institute, (VC#161611-B001), Boston, MA to conduct New Hampshire's Public Mental Health Consumer Survey, by increasing the price limitation by \$168,522 from \$168,522 to \$337,044 and by extending the completion date from December 31, 2020 to December 31, 2022 effective upon Governor and Council approval. 100% Other Funds (Center for Behavioral Health Statistics and Quality, Substance Abuse and Mental Health Services Administration).

The original contract was approved by Governor and Council on February 6, 2019, item #7.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-92-922010-4121 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS; DIVISION OF BEHAVIORAL HEALTH, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Prog Svc	92204121	\$42,130	\$0	\$42,130
2020	102-500731	Contracts for Prog Svc	92204121	\$84,262	\$0	\$84,262
2021	102-500731	Contracts for Prog Svc	92204121	\$42,130	\$42,130	\$84,260
2022	102-500731	Contracts for Prog Svc	92204121	\$0	\$84,262	\$84,262
2023	102-500731	Contracts for Prog Svc	92204121	\$0	\$42,130	\$42,130
			<b>Total</b>	<b>\$168,522</b>	<b>\$168,522</b>	<b>\$337,044</b>

### **EXPLANATION**

The purpose of this request is to continue conducting, analyzing, and reporting on the Community Mental Health Consumer Survey, which is required annually by the Center for Mental Health Services, Substance Abuse and Mental Health Services, Administration of the United States Department of Health and Human Services.

Approximately 6,000 individuals will be selected, through random weighted sampling, as survey recipients from December 31, 2020 to December 31, 2022.

The Community Mental Health Consumer Survey provides data that informs the federal Universal Reporting System. The Universal Reporting System tables represent data on NH behavioral health service recipients and the quality of services received. Results from the surveys are used by the Department to complete required federal annual reports, and to guide Division of Behavioral Health efforts in monitoring the Community Mental Health system.

The Department will monitor contracted services using the following performance measures:

- Ensuring survey response rates achieved for each module are at least fifty percent (50%).
- Reviewing and approving final versions of all survey administration methodologies, procedures, documents, and samples.
- Providing final electronic survey data to the Department upon completion of the survey results report which shall include a file in Microsoft Excel format with tabular weighted frequencies and ninety-five percent (95%) confidence intervals for each question and for any composite or calculated measures.
- Reviewing and approving the final version of the survey report prior to publication.

As referenced in C-1, Revisions to Standard Contract Language, Paragraph 2 of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Council not authorize this request, the Department will not meet the federal requirement to complete the annual Community Mental Health satisfaction survey. Additionally, the results from the survey will not be available to the Department for completion of federal reports, and for use in monitoring the Community Mental Health System. These reports are a requirement for state recipients of the Mental Health Block Grant, Substance Abuse and Mental Health Services Administration, and a failure to report could jeopardize Mental Health Block Grant funding.

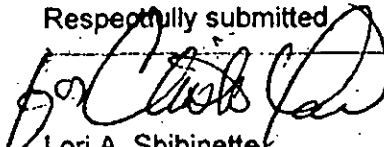
Area served: Statewide

Source of Funds: 100% Other Funds (Center for Behavioral Health Statistics and Quality, Substance Abuse and mental Health Services Administration)

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

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

Respectfully submitted



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Lori A. Shabinette  
Commissioner

**New Hampshire Department of Health and Human Services  
New Hampshire Community Mental Health Consumer Survey**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the New Hampshire Community Mental Health Consumer Survey Contract**

This 1<sup>st</sup> Amendment to the New Hampshire Community Mental Health Consumer Survey contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and JSI Research and Training Institute, Inc. d/b/a Community Health Institute, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 44 Farnworth Street, Boston, MA, 02210.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 6, 2019, (Item #7), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or 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 1.7, Completion Date, to read:  
December 31, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$337,044.
3. Add Exhibit A-2 - Amendment 1 Work Plan for Calendar Year 2021 and Calendar Year 2022, attached hereto and incorporated by reference herein.
4. Add Exhibit B-2 - Amendment 1 Cost per Deliverables per Year for Calendar Year 2021 and Calendar Year 2022, attached hereto and incorporated by reference herein.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 4., Subsection 4.2., to read:  
  - 4.2. The Contractor shall be reimbursed, up to the maximum allowable price, for actual activities provided and approved by the Department according to the Cost Deliverables in Exhibit B-1 and Exhibit B-2 - Amendment 1 Cost per Deliverables per Year for Calendar Years 2021 and Calendar Year 2022 and the Time Deliverables in Exhibit A-1 and Exhibit A-2 - Amendment 1 Work Plan for Calendar Year 2021 and Calendar Year 2022.

**New Hampshire Department of Health and Human Services  
New Hampshire Community Mental Health Consumer Survey**

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All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. 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

6/26/20  
Date

Katja S. Fox  
Name: Katja S. Fox  
Title: Director

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

June 5, 2020  
Date

Thomas W. Mangione  
Name: Thomas W. Mangione  
Title: Senior Research Scientist

**New Hampshire Department of Health and Human Services  
New Hampshire Community Mental Health Consumer Survey**



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

**OFFICE OF THE ATTORNEY GENERAL**

07/17/20  
Date

Catherine Pinos  
Name:  
Title: Catherine Pinos, Attorney

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

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit A-2 - Amendment 1**

\* Dates are subject to change dependent upon the approval date of the contract by the Governor and Executive Council and by Department approval.

<b>Work Plan for Calendar Year 2021 and Calendar Year 2022</b>		
<b>Activity/Deliverable</b>		<b>Due Date</b>
<b>JAN 1 - DEC 31 2021</b>		
<b>1</b>	Written and approved work plan	2/12
<b>2</b>	Written and approved plan for data security and confidentiality, disaster recovery, and remote backup procedures	2/12
<b>3</b>	Written and approved survey methodology and data collection protocol	2/26
<b>4a</b>	Total eligible sample numbers received by JSI from DHHS	3/1
<b>4b</b>	Approved sample methodology	3/10
<b>4c</b>	Database transferred to JSI with: -CMHC -Unique client ID -Demographic variables	3/12
<b>4d</b>	JSI selects samples	3/19
<b>4e</b>	JSI sends DHHS selected IDs	3/24
<b>4f</b>	DHHS posts selected IDs to CMHC folders	3/29
<b>4g</b>	CMHCs add corresponding client information: -Name -Addresses -Phone numbers -Primary language -Homeless status	4/16
<b>4h</b>	JSI compiles complete data base of selected samples from 10 CMHCs	4/23
<b>4i</b>	JSI completes drawing of the sample	4/30
<b>5a</b>	Written and approved final print ready paper survey	3/12
<b>5b</b>	Programmed and approved final web survey	3/12
<b>5c</b>	Written and approved final telephone follow up protocol using web survey	6/4
<b>5d</b>	Department approved all client letters	4/9
<b>5e</b>	Written and approved language assistance measures and translations requested by Department per selected sample demographics (Babel sheet)	4/9
<b>6</b>	Department approved training and protocol for working with mental health clients	6/4
<b>7</b>	Pre-notification results letter	5/10-5/11
	Survey + cash incentive	5/24-5/25
	Reminder letter	6/7-6/8
	Second survey	6/21-6/22
	Second reminder letter	7/6-7/7
	Telephone follow-up	7/19-8/27
<b>8</b>	Written and approved analysis plan including DHHS guidelines to determine if a returned survey is complete or unusable	7/16
<b>9</b>	Completed and approved data collection and data compilation	9/10
<b>10</b>	Draft of public mental consumer survey report	10/15
<b>11a</b>	JSI transfers a Microsoft Excel file containing responses to open ended questions	11/12

**Exhibit A-2 - Amendment 1**

<b>11b</b>	JSI transfers a Microsoft Excel file containing corrected consumer contact information	<b>11/12</b>
<b>12</b>	Completed and Approved Uniform Reporting System (URS) Tables 9, 11, 11a, 19a, and 19b on the required reports	<b>10/29</b>
<b>13</b>	Approved final electronic survey data delivered to DHHS	<b>11/12</b>
<b>14a</b>	JSI produces a .csv file containing: -Individual respondent-level responses for each question -Weighting and sample design variables need for analysis -CMHC the respondent was selected from -Demographic characteristics obtained from the survey questions or CMHC's	<b>11/29</b>
<b>14b</b>	JSI produces a Microsoft Excel file with tabular weighted frequencies and 95% confidence intervals for each question and any composite or calculated measures	<b>11/29</b>
<b>14c</b>	JSI transfers a Microsoft Excel file for each CMHC containing: -Number of respondents selected -Number of respondents with completed surveys -Number of respondents with unusable contact information -Number of surveys that were incomplete or unusable -Response rate	<b>12/10</b>
<b>15</b>	Written and approved final public mental health consumer survey report delivered electronically to DHHS	<b>12/20</b>
<b>16</b>	Delivered and approved printed reports (less than 50)	<b>12/30</b>
<b>17</b>	Completed and Approved Onsite Presentations (up to 3)	<b>12/30</b>



**Exhibit B-2 - Amendment 1**

<b>Cost per Deliverables per year for Calendar Year 2020 and Calendar Year 2021</b>		
<b>Activity/Deliverable</b>	<b>Cost</b>	
<b>1</b> Written and approved work plan	\$	1,800.00
<b>2</b> Written an approved plan for data security and confidentiality, disaster recovery, and remote backup procedures	\$	1,000.00
<b>3</b> Written and approved survey methodology and data collection protocol	\$	2,000.00
<b>4a</b> Total eligible sample numbers received by JSI from DHHS		
<b>4b</b> Approved sample methodology	\$	2,000.00
<b>4c</b> Database transferred to JSI with: -CMHC -Unique client ID -Demographic variables		
<b>4d</b> JSI selects samples	\$	1,000.00
<b>4e</b> JSI sends DHHS selected IDs	\$	2,000.00
<b>4f</b> DHHS posts selected IDs to CMHC folders		
<b>4g</b> CMHCs add corresponding client information: -Name -Addresses -Phone numbers -Primary language -homeless		
<b>4h</b> JSI compiles complete data base of selected samples from 10 CMHCs	\$	2,000.00
<b>4i</b> JSI completes drawing of the sample	\$	2,000.00
<b>5a</b> Written and approved final print ready paper survey	\$	3,000.00
<b>5b</b> Programmed and approved final web survey	\$	1,500.00
<b>5c</b> Written and approved final telephone follow up protocol using web survey	\$	2,000.00
<b>5d</b> Department approved all client letters	\$	1,000.00
<b>5e</b> Written and approved language assistance measures and translations requested by Department per selected sample demographics - BABEL	\$	1,500.00
<b>6</b> Department approved training and protocol for working with mental health clients	\$	1,000.00
<b>7</b>	Pre-notification results letter	\$ 29,330.00
	Survey + cash incentive	
	Reminder letter	
	Second survey	
	Second reminder letter	
	Telephone follow-up	
<b>8</b> Written and approved analysis plan including DHHS guidelines to determine if a returned survey is complete or unusable	\$	4,000.00
<b>9</b> Completed and approved data collection and data compilation	\$	4,200.00
<b>10</b> Draft of public mental consumer survey report	\$	3,200.00

**Exhibit B-2 - Amendment 1**

<b>11a</b>	JSI transfers a Microsoft Excel file containing responses to open ended questions	\$ 1,000.00
<b>11b</b>	JSI transfers a Microsoft Excel file containing corrected consumer contact information	\$ 2,000.00
<b>12</b>	Completed and Approved Uniform Reporting System (URS) Tables 9, 11, 11a, 19a, and 19b on the required reports	\$ 1,000.00
<b>13</b>	Approved final electronic survey data delivered to DHHS	\$ 1,000.00
<b>14a</b>	JSI produces a .csv file containing: -Individual respondent-level responses for each question -Weighting and sample design variables need for analysis -CMHC the respondent was selected from -Demographic characteristics obtained from the survey questions or CMHC's	\$ 2,000.00
<b>14b</b>	JSI produces a Microsoft Excel file with tabular weighted frequencies and 95% confidence intervals for each question and any composite or calculated measures	\$ 2,500.00
<b>14c</b>	JSI transfers a Microsoft Excel file for each CMHC containing: -Number of respondents selected -Number of respondents with completed surveys -Number of respondents with unusable contact information -Number of surveys that were incomplete or unusable -Response rate	\$ 3,000.00
<b>15</b>	Written and approved final public mental health consumer survey report delivered electronically to DHHS	\$ 6,000.00
<b>16</b>	Delivered and approved printed reports (less than 50)	\$ 300.00
<b>17</b>	Completed and Approved Onsite Presentations (up to 3)	\$ 931.00
<b>TOTAL COST PER YEAR</b>		<b>\$ 84,261.00</b>
<b>Total Cost for Calendar Years 2021 and 2022</b>		<b>\$ 168,522.00</b>

# State of New Hampshire

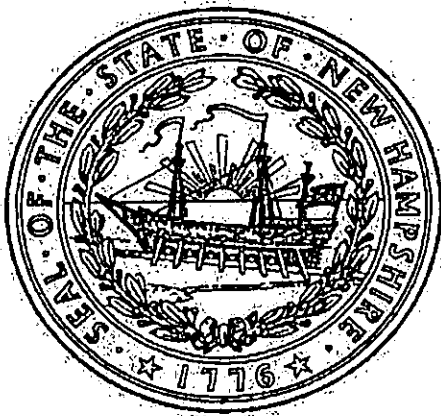
## Department of State

### CERTIFICATE

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

Business ID: 739507

Certificate Number: 0004883368



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2020.

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

William M. Gardner  
Secretary of State

# State of New Hampshire

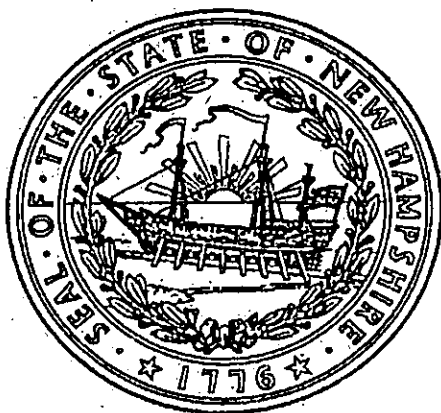
## Department of State

### CERTIFICATE

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

Business ID: 742096

Certificate Number: 0004883373



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2020.

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

William M. Gardner  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Joanne B. McDade, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Asst. Clerk of JSI Research & Training Institute, Inc. \_\_\_\_\_  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 10th, 2002, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

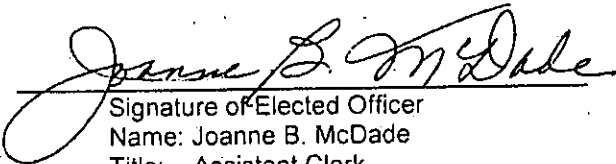
VOTED: That Thomas Mangione, Ph.D, Sr. Research Scientist  
\_\_\_\_\_  
(Name and Title of Contract Signatory) (may list more than one person)

is duly authorized on behalf of JSI Research Training Institute, Inc. \_\_\_\_\_ to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: May 29, 2020

  
Signature of Elected Officer  
Name: Joanne B. McDade  
Title: Assistant Clerk



JOHNSNO-01

DMEANEY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2019

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

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

<b>PRODUCER</b> Mason & Mason Technology Insurance Services, Inc. 458 South Ave. Whitman, MA 02382	<b>CONTACT</b> Judy Yeary NAME: PHONE (A/C, No, Ext): (781) 447-5531 FAX (A/C, No): (781) 447-7230 E-MAIL ADDRESS: jyeary@masoninsure.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> John Snow Inc. JSI Research & Training Institute, Inc. World Education, Inc. 44 Farnsworth Street Boston, MA 02210-1206	<b>INSURER A:</b> Great Northern Insurance Co.	<b>NAIC #</b> 20303
	<b>INSURER B:</b> Federal Insurance Company	<b>20281</b>
	<b>INSURER C:</b> Executive Risk Indemnity	<b>35181</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Combined Agg \$10M			35873320	9/9/2019	9/9/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Included
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73546634	9/9/2019	9/9/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79861066	9/9/2019	9/9/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71733182	9/9/2019	9/9/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>ERRORS &amp; OMISSIONS</b>			82120859	11/30/2018	11/30/2019	GENERAL AGGREGATE \$ 2,000,000
B	<b>DIRECTORS &amp; OFFICERS</b>			81595534	11/30/2018	11/30/2019	EACH OCC/GEN AGG \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Blanket Additional Insured status is granted to the Certificate Holder with respect to Commercial General Liability ONLY IF required in written contract and per the terms and conditions of Chubb CGL form 80-02-2367

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

## **JSI Mission Statement**

JSI Research & Training Institute, Inc. (JSI) is a global public health consulting firm dedicated to providing high quality technical and managerial assistance to health systems throughout the world. Over the past 35 years, JSI has remained steadfast to its mission: "We believe that every person deserves the chance to live a healthy life. JSI exists to improve the health of underserved people and communities, and to provide a place where people of passion and commitment can pursue this cause.

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

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

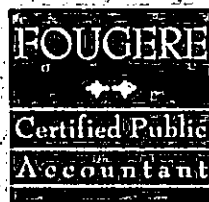
**September 30, 2018**



**JSI Research and Training Institute, Inc. and Affiliate**  
**September 30, 2018**

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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, 2018, 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, 2018, 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 23, 2018. In our opinion, the summarized consolidated comparative information presented herein as of and for the year ended September 30, 2017 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 May 1, 2019, on our consideration of JSI Research and Training Institute, Inc. and Affiliate's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of JSI Research and Training Institute, Inc. and Affiliate's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering JSI Research and Training Institute, Inc. and Affiliate's internal control over financial reporting and compliance.

Handwritten signature of Thomas J. Figueira, CPA. The signature is in cursive and includes the letters "CPA" at the end.

Duxbury, Massachusetts  
May 1, 2019

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
September 30, 2018  
(With Comparative Totals for 2017)

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 76,856,647	\$ 74,642,976
Receivables for program work	20,895,129	19,782,268
Field advances - program	631,877	1,697,407
Employee advances	190,734	190,500
Prepaid expenses	3,807	67,950
Total Current Assets	98,578,194	96,381,101
Property and Equipment:		
Furniture and equipment	679,098	679,098
Leasehold improvements	30,355	30,355
	709,453	709,453
Less: Accumulated depreciation	(671,248)	(651,423)
Net Property and Equipment	38,205	58,030
Other Assets	146,741	119,888
<b>TOTAL ASSETS</b>	<b><u>\$ 98,763,140</u></b>	<b><u>\$ 96,559,019</u></b>
<b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities:		
Accounts payable and payroll withholdings	\$ 16,128,795	\$ 11,678,687
Accrued vacation	1,810,950	1,920,964
Advances for program work	27,130,737	35,095,465
Loans payable - related party	369,577	196,828
Notes payable	-	-
Contingencies	-	-
Total Current Liabilities	45,440,059	48,891,944
Net Assets:		
Unrestricted	53,065,872	47,467,027
Temporarily restricted	257,209	200,048
Total Net Assets	53,323,081	47,667,075
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 98,763,140</u></b>	<b><u>\$ 96,559,019</u></b>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF ACTIVITIES**  
Year Ended September 30, 2018  
(With Comparative Totals for 2017)

	<u>2018</u>	<u>2017</u>
<b>UNRESTRICTED NET ASSETS:</b>		
Public Support and Revenue		
Public Support:		
Government grants and contracts:		
U.S. Government	\$ 253,443,526	\$ 271,426,627
Commonwealth of Massachusetts	6,104,553	5,258,877
Other grants and contracts	67,653,412	57,926,891
Program income	148,646	99,859
Contributions	3,802,515	332,613
In-kind project contributions	2,600,580	14,444,516
Interest income	359,495	121,168
Total Unrestricted Support and Revenue	334,112,727	349,610,551
Expenses		
Program Services:		
International programs	274,067,835	293,709,946
Domestic programs	20,894,935	19,653,591
Total Program Services	294,962,770	313,363,537
Supporting Services:		
Management and General	33,264,070	33,327,219
Fundraising	229,881	149,914
Total Supporting Services	33,493,951	33,477,133
Total Expenses	328,456,721	346,840,670
Increase (Decrease) in Unrestricted Net Assets	5,656,006	2,769,881
<b>TEMPORARILY RESTRICTED NET ASSETS</b>		
Program restricted net assets	-	32,840
Increase (decrease) in temporarily restricted net assets	-	32,840
<b>Increase (decrease) in net assets</b>	5,656,006	2,802,721
<b>Net Assets at Beginning of Year</b>	47,667,075	44,864,354
<b>Net Assets at End of Year</b>	<u>\$ 53,323,081</u>	<u>\$ 47,667,075</u>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**  
Year Ended September 30, 2018  
(With Comparative Totals for 2017)

	PROGRAM SERVICES			SUPPORTING SERVICES			TOTAL EXPENSES	
	International Programs	Domestic Programs	Total	Management And General	Fundraising	Total	2018	2017
Salaries	\$ 25,490,819	\$ 8,391,315	\$ 33,882,134	\$ 6,151,025	\$ 140,554	\$ 6,291,579	\$ 40,173,713	\$ 40,871,378
Consultants	15,089,802	5,292,500	20,382,302	1,688,340	5,250	1,693,590	22,075,892	22,364,241
Cooperating National								
Salaries	48,291,700	340	48,292,040	567,964	-	567,964	48,860,004	36,610,983
Travel	11,852,184	874,172	12,726,356	467,576	141	467,717	13,194,073	14,091,230
Allowance & Training	10,944,826	63,463	11,008,289	143,043	-	143,043	11,151,332	10,422,764
Sub-contracts	109,851,141	4,499,510	114,350,651	18,351	22,438	40,789	114,391,440	127,851,455
Equipment, Material and								
Supplies	9,786,037	164,421	9,950,458	220,300	-	220,300	10,170,758	14,425,484
Other Costs	40,160,746	1,609,214	41,769,960	23,987,646	61,498	24,049,144	65,819,104	65,738,817
In-kind project expenses	2,600,580	-	2,600,580	-	-	-	2,600,580	14,444,516
Depreciation	-	-	-	19,825	-	19,825	19,825	16,802
<b>TOTAL EXPENSE</b>	<b>\$ 274,067,835</b>	<b>\$ 20,894,935</b>	<b>\$ 294,962,770</b>	<b>\$ 33,264,070</b>	<b>\$ 229,881</b>	<b>\$ 33,493,951</b>	<b>\$ 328,456,721</b>	<b>\$ 346,840,670</b>

See notes to consolidated financial statements.

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

Year Ended September 30, 2018  
(With Comparative Totals for 2017)

	<u>2018</u>	<u>2017</u>
<b>Cash Flows From Operating Activities:</b>		
Increase (Decrease) in net assets	\$ 5,656,006	\$ 2,802,721
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	19,825	16,802
(Increase) Decrease in receivables for program work	(1,112,861)	(1,284,050)
(Increase) Decrease in field advances - program	1,065,530	(26,655)
(Increase) Decrease in employee advances	(234)	85,513
(Increase) Decrease in prepaid expenses	64,143	(67,950)
(Increase) Decrease in other assets	(26,853)	(10,830)
Increase (Decrease) in accounts payable and payroll withholdings	4,450,108	804,812
Increase (Decrease) in accrued vacation	(110,014)	96,527
Increase (Decrease) in advances for program work	<u>(7,964,728)</u>	<u>4,453,041</u>
Net Cash Provided (Used) By Operating Activities	2,040,922	6,869,931
<b>Cash Flows From Investing Activities:</b>		
Loans made	(196,828)	(1,001,492)
Loans repaid	369,577	196,828
Acquisition of property and equipment	<u>-</u>	<u>(42,606)</u>
Net Cash Provided (Used) By Investing Activities	<u>172,749</u>	<u>(847,270)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	2,213,671	6,022,661
Cash and Cash Equivalents at Beginning of Year	<u>74,642,976</u>	<u>68,620,315</u>
Cash and Cash Equivalents at End of Year	<u><u>\$ 76,856,647</u></u>	<u><u>\$ 74,642,976</u></u>

See notes to consolidated financial statements.



**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**September 30, 2018**

**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, 2018**

**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 are 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, 2018**

**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 2015, 2016, 2017 and 2018, remain open years subject to examination and review.

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

**Functional Allocation of Expenses**

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

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**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, 2018 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, 2017, from which the summarized information was derived.

**Reclassification**

Certain amounts for 2017 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, 2018**

**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, 2018:

Current assets:

Cash and cash equivalents (invested)	<u>\$ 63,194,532</u>
	<u>\$ 63,194,532</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, 2018:

	<u>Unrestricted</u>
Interest income	<u>\$ 359,495</u>
Total investment return	<u>\$ 359,495</u>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**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, 2018 was \$0.

Receivables for program work consist of the following at September 30, 2018:

U.S. Agency for International Development	\$ 12,911,645
U.S. Department of Health and Human Services	716,214
U.S. Department of State	2,219,003
Commonwealth of Massachusetts	847,669
Other - non-governmental	<u>4,200,598</u>
	<u>\$ 20,895,129</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, 2018 is \$0.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**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	\$ (640,893)	\$ 38,205
Leasehold improvements	<u>30,355</u>	<u>(30,355)</u>	<u>-</u>
	<u>\$ 709,453</u>	<u>\$ (671,248)</u>	<u>\$ 38,205</u>

Depreciation expense was \$19,825 for the year ended September 30, 2018.

**NOTE 8 – OTHER ASSETS**

Other assets consist of the following at September 30, 2018:

Deposits	\$ 109,796
Artwork - donated	<u>36,945</u>
	<u>\$ 146,741</u>

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

**NOTE 9 – ACCRUED VACATION**

In accordance with formal policies, vacation was accrued at September 30, 2018 as follows:

JSI Research and Training Institute, Inc.	\$ 1,546,016
World Education, Inc. (Affiliate)	<u>264,934</u>
	<u>\$ 1,810,950</u>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018.**

**NOTE 10 – ADVANCES FOR PROGRAM WORK**

Advances for program work consist of the following at September 30, 2018:

Other - non-governmental

Partnership for Supply Chain Management, Inc. (related party)	\$ 91,723
Bill & Melinda Gates Foundation	20,858,284
Other	<u>6,180,730</u>
	<u>\$ 27,130,737</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, 2018 is \$369,577.

**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 September 10, 2018. 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, 2019 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, 2018, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended September 30, 2018.

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, 2018. The loan is not collateralized. No funds were borrowed during the year and as a result, as of September 30, 2018, the outstanding balance is \$0. No interest was incurred on this loan during the year ended September 30, 2018. (See NOTE 17)



**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**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, 2018. 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, 2018, actual indirect cost rates have been approved by AID for JSI Research and Training Institute, Inc. through December 31, 2012 and World Education, Inc. through June 30, 2015. Based on favorable past experience, management believes the effects of changes to the overhead rates, if any, would not be material to the financial statements.

**NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are restricted by donors as follows at September 30, 2018:

Program Services	<u>\$ 257,209</u>
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During the year ended September 30, 2018, \$5,000 of temporarily restricted net assets were released from donor restriction by occurrence of events specified by the donor.

**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

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 15 – SURPLUS REVENUE RETENTION - continued**

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, 2018, the organization did not have an annual net surplus that exceeded 20% of relevant Massachusetts revenues.

**NOTE 16 – COMMONWEALTH OF MASSACHUSETTS**

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

Receivables from program work at October 1, 2017	\$ 584,391
Receipts	(5,841,275)
Disbursements/expenditures	<u>6,104,553</u>
Receivables from program work at September 30, 2018	<u>\$ 847,669</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, 2018, John Snow, Inc. billed JSI Research and Training Institute, Inc. \$30,676,239 for consulting services (technical support). This amount is reflected under the program services - consulting line item (\$16,769,197) and program services - other costs line item (\$13,907,042) on the statement of functional expenses. In addition, JSI Research and Training Institute, Inc. performed consulting services (technical support) for John Snow, Inc. totaling \$7,179,908.

The two companies also share facilities and pool various overhead expenses. For the year ended September 30, 2018, JSI Research and Training Institute, Inc. incurred \$26,038,286 of overhead expenses (supporting services), of which \$10,220,583 was its share of John Snow, Inc. incurred costs.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 17 – RELATED PARTY TRANSACTIONS – continued**

**John Snow, Inc. - continued**

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, 2019, 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, 2018 was 4.176%. At September 30, 2018, a balance of \$0 was outstanding on the loan. Management believes the loan payable will be extended, when due, under similar terms and conditions.

During the year, the Company had various loans receivable due from, and various loans payable due to John Snow, Inc. At September 30, 2018, the loan receivable balance is \$0 and the loan payable balance is \$369,577.

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, 2018 are summarized as follows:

Administrative and technical support	\$ 1,549,343
Other direct charges (including rent of \$892,543)	<u>1,276,616</u>
	<u><b>\$ 2,825,959</b></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. 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

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 17 – RELATED PARTY TRANSACTIONS – continued**

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

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.

During the year ended September 30, 2018, JSI Research and Training Institute, Inc. billed PSCM \$6,504,555 for services performed.

**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.)

\$ 539,027

\$ 539,027

**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. As of June 30, 2018, employer contributions were based on a percentage (10% - 15% depending on length of service) of salary. As of July 1, 2018, the Company contributes an amount equal to 7% of the employee's monthly earnings, funded with each month's payroll. In addition, employees will receive a 100% match on the first 2% of contributions made to their retirement account. Employees who are contributing less than 2% of their pay to their retirement account will automatically be enrolled at 2% either at the time of hire, or annually in July. The Plan was effective April 11, 1979. Pension expense was \$4,363,861 for the year ended September 30, 2018.

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 \$357,246 for the year ended September 30, 2018.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 19 – COMMITMENTS**

**Operating Leases**

The JSI Research and Training Institute, Inc. leases space for general offices under operating leases expiring from 2019 through 2026. The leases contain renewal options for periods of up to 5 years.

During the year ended September 30, 2018, rentals under long-term lease obligations were \$539,464. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2018 are:

<u>Year Ended September 30,</u>	
2019	\$ 2,594,650
2020	2,777,736
2021	2,888,057
Thereafter	<u>1,481,270</u>
	<u><b>\$ 9,741,713</b></u>

World Education, Inc. (Affiliate) leases space for general offices on a year-to-year basis. Rent expense for the year ended September 30, 2018 was \$892,543.

**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, 2018:

	<u>Income Received</u>	<u>% of Total Income</u>
U.S. Agency for International Development	\$ 199,317,085	59.66%

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2018**

**NOTE 21 – IN KIND PROJECT CONTRIBUTIONS**

The Organization receives donated materials and services consisting of commodities, facilities and equipment, and services for use in its programs from overseas collaborative private voluntary organizations and from foundations providing grants directly to a project. Donated materials and services totaled \$2,600,580 for the year ended September 30, 2018, and are reflected as In Kind Project Contributions on the Consolidated Statement of Activities and In Kind Project Expenses on the Consolidated Statement of Functional Expenses.

These contributions satisfy part of the matching requirements needed to obtain full funding on certain U.S. Agency for International Development grants. During the year ended September 30, 2018, the following donated materials and services received by the Organization have been used to fulfill matching requirements on active grants:

36697	SPRING	\$	180,342
36800	Advancing Partners		524,822
36895	Mozambique M-SIP		14,403
37024	Tanzania CHSS		267,610
37095	Myanmar UNCF-MM-QOC		45,638
37134	Timor Leste RBHS		25,241
37162	Ghana HIV/AIDS		139,034
37186	Madagascar CCH		169,507
37260	Ethiopia CBNC 3		18,354
37265	Ethiopia TRANSFORM		262,587
63114	Uganda		57,043
64057	Zimbabwe		242,586
64062	Uganda		41,226
64071	OUTCOMES		308,063
64074	Mozambique		304,124
		<b>\$</b>	<b><u>2,600,580</u></b>

**NOTE 22 – SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through May 1, 2019, 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, 2018**

<b>Federal Grantor/Pass-through Grantor Program Title</b>	<b>Agency or Pass-through Number</b>	<b>Federal CFDA Number</b>	<b>Passed Through to Subrecipients</b>	<b>Federal Expenditures</b>
<b>U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT:</b>				
<b>Direct Grants:</b>				
36521 - Uganda HIV/AIDS/TB	617-A-00-09-00007-00	98.001	\$ -	\$ 151
36697 - SPRING	AID-OAA-A-11-00031	98.001	-	10,076,548
36702 - Nepal CHX Cord Care	AID-OAA-A-11-00073	98.001	-	235,961
36800 - Advancing Partners.	AID-OAA-A-12-00047	98.001	22,766,072	46,458,820
36845 - Pakistan HSSP	AID-391-A-13-00002	98.001	(437)	1,973,985
36895 - Mozambique M-SIP	AID-656-A-13-00006	98.001	-	1,584,313
36991 - AIDSFREE	AID-OAA-A-14-00046	98.001	36,748,664	62,188,777
37024 - Tanzania CHSS	AID-621-A-14-00004	98.001	650,551	5,755,790
37129 - Zambia Discover Health	AID-611-A-16-00004	98.001	1,569,350	22,602,341
37134 - Timor Leste RBHS	AID-472-A-16-00001	98.001	-	1,432,785
37162 - Ghana HIV/AIDS	AID-641-A-16-00007	98.001	1,234,077	3,756,222
37186 - Madagascar CCH	AID-687-A-16-00001	98.001	348,946	6,506,222
37356 - Building Healthy Cities	AID-OAA-A-17-00028	98.001	181,987	651,121
37360 - Pakistan IHSS - SD	AID-391-A-17-00002	98.001	1,007,706	3,094,096
37437 - OFDA CB	720FDA18GR00039	98.001	-	44,792
37462 - USAID Advancing Nutrition	7200AA18C00070	98.001	-	156,413
<b>Total Direct Grants - CFDA #98.001</b>			<b>64,506,916</b>	<b>166,518,337</b>
<b>Pass-through Grants:</b>				
<b>Passed through Partnership for Supply Chain Management, Inc. (PSCM):</b>				
36519/36524/37034/37053/37150 - Supply Chain Management System	GPO-I-00-05-00032-00	98.001	-	4,424,112
<b>Passed through Johns Hopkins University:</b>				
37099 - Ethiopia SBCC	AID-663-A-15-000011	98.001	-	(6,382)
<b>Passed through Pathfinder International:</b>				
37265 - Ethiopia TRANSFORM	AID663A1700002	98.001	-	7,423,425
<b>Passed through Program for Appropriate Technology in Health:</b>				
37301 - Open LMIS - Phase I	AID-2134-01555716-CR	98.001	-	698
37434 - GOFRC Connect	AID-OAA-A-16-00084	98.001	-	17,020
<b>Passed through The National Cooperative Business Association:</b>				
37375 - Senegal FTF Cult Nt	72068518CA00001	98.001	-	281,712



**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT:</b>				
<b>Pass-through Grants (continued):</b>				
Passed through Baylor College of Medicine:				
37408 - Baylor SZ-MIS	AID-674-A-116-0003	98.001	-	134,703
Passed through United Nations Foundation:				
37464 - DIAL Open CMIS	AID-OAA-A-14-00067	98.001	-	204
<b>Total Pass-through Grants - CFDA #98.001</b>			-	<b>12,275,492</b>
<b>Total - CFDA #98.001 - USAID Foreign Assistance for Programs Overseas</b>			<b>64,506,916</b>	<b>178,793,829</b>
<b>TOTAL - U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT</b>			<b>\$ 64,506,916</b>	<b>\$ 178,793,829</b>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:</b>				
<b>Direct Grant:</b>				
37087 - Adolescent HIV/AIDS Prevention	MA1AH000001	93.057	\$ -	\$ 283,156
<b>Total CFDA #93.057 - National Resource Center for HIV Prevention Among Adolescents</b>			-	<b>283,156</b>
<b>Pass-through Grants:</b>				
Passed through Connecticut Dept. of Public Health:				
37160 - CT Q1 Asthma Program	Log# 2016-0099	93.070	-	25,827
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.070	-	27,836
Passed through Rhode Island Dept. of Health:				
37344 - Tick-Free RI Branding	N/A	93.070	-	10,826
Passed through New Hampshire Dept. of HHS:				
37429 - NH Consulting	Agreement @ 6/13/18	93.070	-	2,497
<b>Total CFDA #93.070 - Environmental Public Health and Emergency Response</b>			-	<b>66,986</b>

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<b>Federal Grantor/Pass-through Grantor/ Program Title</b>	<b>Agency or Pass-through Number</b>	<b>Federal CFDA Number</b>	<b>Passed Through to Subrecipients</b>	<b>Federal Expenditures</b>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
<b>Pass-through Grants:</b>				
Passed through State of New Hampshire:				
37407 - NCW - HERC	Agreement @ 2/20/18	93.074	-	5,059
<b>Total CFDA #93.074 - Hospital Preparedness Program</b>			-	<b>5,059</b>
<b>Direct Grant:</b>				
36967 - Healthy Start	UFSMC26845-05-00	93.110	-	136,940
<b>Total CFDA #93.110 - Maternal and Child Health Federal Consolidated Programs</b>			-	<b>136,940</b>
<b>Direct Grants:</b>				
37103 - HITEQ	U30CS29366	93.129	-	949,607
37363 - CHCACT UDS 2017	N/A	93.129	-	3,158
<b>Total CFDA #93.129 - Technical and Non-Financial Assistance to Health Centers</b>			-	<b>952,765</b>
<b>Pass-through Grant:</b>				
Passed through State of Maine:				
37376 - ME DHHS HPSA	CDO-18-2215	93.130	-	47,755
<b>Total CFDA #93.130 - Cooperative Agreements to States/Territories for the Coordination and Devel. Of Primary Care Offices</b>			-	<b>47,755</b>
<b>Pass-through Grant:</b>				
Passed through Boston Medical Center:				
37397 - Project RECOVER Evaluation	N/A	93.137	-	31,047
<b>Total CFDA #93.137 - Community Programs to Improve Minority Health Grant Program</b>			-	<b>31,047</b>
<b>Pass-through Grant:</b>				
Passed through Dartmouth Toxic Metals:				
37297 - Dartmouth Arsenic Site	APW/DTMSRP/4.17.17	93.143	-	10,083
<b>Total CFDA #93.143 - NIEHS Superfund Hazardous Substances-Basic Research and Education</b>			-	<b>10,083</b>
<b>Pass-through Grant:</b>				
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.184	-	3,803
<b>Total CFDA #93.184 - Disabilities Prevention</b>			-	<b>3,803</b>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
<b>Pass-through Grants:</b>				
37163 - FamPlan Data Systems FY16	Agreement @ 3/1/16	93.217	-	7,166
37255 - UMASS Data Extract	N/A	93.217	-	489
37281 - FamPlan Data Systems	N/A	93.217	-	83,374
37313 - ABCD FP System FY18	APW/ABCD/5.31.17	93.217	-	47,904
37387 - NYS FP Training	DOH01-C3322966-34500	93.217	-	102,544
37390 - NH FP Data Systems FY18	05-95-90-902010-5530	93.217	-	7,485
37420 - FamPlan Data Systems	Agreement @ 3/1/18	93.217	-	68,704
37450 - RI FP Data Systems FY19	Agreement @ 5.1.18	93.217	-	12,778
<b>Total CFDA #93.217 - Family Planning Services</b>			-	<b>330,444</b>
<b>Pass-through Grants:</b>				
Passed through Community Health Institute and Harbor Homes, Inc.:				
37042 - Harbor Homes Inc.		93.243	-	3,085
Passed through State of Rhode Island:				
37107 - PFS II	3426881	93.243	-	74,803
Passed through State of New Hampshire:				
37133 - HCDC Evaluation	Agreement @ 10/01/15	93.243	-	32,898
37151 - NH DMH Client Survey	Agreement @ 01/13/16	93.243	-	74,712
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.243	-	22,224
Passed through Savannah State University:				
37286 - HS Atlanta Consulting	Email 7/28/17	93.243	-	1,057
Passed through Substance Abuse Center:				
37300 - RI Healthy Trans		93.243	-	34
37463 - NHIS - @MCHC Launch	Agreement @ 9/5/18	93.243	-	965
<b>Total CFDA #93.243 - Substance Abuse and Mental Health Services Projects of Regional and National Significance</b>			-	<b>209,778</b>
<b>Direct Grant:</b>				
37223 - Family Planning National Training Center for Service Delivery Improvement	FPTPA006028	93.260	1,085,862	4,350,177
<b>Total CFDA #93.260 - Family Planning - Personnel Training</b>			<b>1,085,862</b>	<b>4,350,177</b>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
<b>Direct Grant:</b>				
37321 - HRSA RRHO	UH5HA30789	93.266	-	673,717
<b>Total CFDA #93.266 - Health Systems Strengthening and HIV/AIDS Prevention, Care and Treatment under the President's Emergency Plan for AIDS Relief</b>			-	673,717
<b>Pass-through Grants:</b>				
Passed through Narragansett Prevention Partnership:				
37148 - NPP Evaluation	Agreement @ 1-01-16	93.276	-	11,919
Passed through City of Franklin, NH:				
37290 - FMDTF DFC Eval	APW/COF/1.5.17	93.276	-	2,500
37419 - FMDTF Eval 17-18	Agreement @ 1/31/18	93.276	-	5,399
37429 - NH Consulting	Agreement @ 8.21.18	93.276	-	1,089
Passed through Mary Hitchcock Memorial Hospital:				
37324 - Upper Valley DFC Eval	Agreement @ 3-29-17	93.276	-	9,460
<b>Total CFDA #93.276 - Drug-free Communities Support Program Grants</b>			-	30,367
<b>Pass-through Grants:</b>				
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.283	-	4,821
37229 - VTOHC Support	32307	93.283	-	12,236
<b>Total - CFDA #93.283 - Centers for Disease Control and Prevention - Investigations and Technical Assistance</b>			-	17,057
<b>Direct Grant:</b>				
36891 - PPHF 2013 - OSTLTS Partnerships	1U38OT000188	93.292	-	77,068
<b>Total - CFDA #93.292 - National Public Health Improvement Initiative</b>			-	77,068

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
<b>Pass-through Grants:</b>				
Passed through Vermont Department of Health:				
37212 - Vermont Health Evaluation	Contract #31786	93.305	-	70,381
Passed through New Hampshire Dept. of Health and Human Services:				
37435 - ENDS SFY18	RFP-2018-DPHS-18-TOBAC	93.305	-	61,873
37436 - Workforce Development	RFP-2018-DPHS-26-WPRKF	93.305	-	30,252
Passed through National Jewish Health:				
37438 - Tobacco 19 QuitNow - NH	Agreement @ 5/18/18	93.305	-	8,301
<b>Total - CFDA #93.305 - Nat. State Based Tobacco Control Program</b>			-	<b>170,807</b>
<b>Pass-through Grant:</b>				
Passed through Hampton University:				
37442 - Hampton University	N/A	93.307	-	7,894
<b>Total - CFDA #93.307 - Minority Health and Health Disparities Research</b>			-	<b>7,894</b>
<b>Pass-through Grant:</b>				
Passed through Council of State and Territorial Epidemiologists				
37453 - CSTE Assessments	Agreement @ 7/23/18	93.424	-	28,846
<b>Total - CFDA #93.424 - Building Capacity of the Public Health System to Improve Population Health through National Nonprofit Organizations</b>			-	<b>28,846</b>
<b>Pass-through Grant:</b>				
Passed through New Hampshire Dept. of Health and Human Services:				
37295 - MCH & Tobacco Bundle		93.505	-	182,720
<b>Total - CFDA #93.505 - Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program</b>			-	<b>182,720</b>

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<b>Federal Grantor/Pass-through Grantor Program Title</b>	<b>Agency or Pass-through Number</b>	<b>Federal CFDA Number</b>	<b>Passed Through to Subrecipients</b>	<b>Federal Expenditures</b>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
<b>Pass-through Grants:</b>				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement @ 6.21.17	93.539	-	47,536
37452 - PHPS FY19	Agreement @ 6.21.17	93.539	-	12,605
<b>Total - CFDA #93.539 - PPHF Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure</b>				<b>60,141</b>
<b>Pass-through Grants:</b>				
Passed through State of Maine:				
37288 - ME CDC CHW/DBTS	CDC-17-3073	93.624	-	13,507
Passed through Rhode Island Department of Health:				
37411 - RI BH Workforce Dev FY18	N/A	93.624	-	226,481
<b>Total - CFDA #93.624 - ACA - State Innovation Models: Funding for Model Design and Model Testing Assistance</b>				<b>239,988</b>
<b>Pass-through Grant:</b>				
Passed through the University of Colorado:				
37270 - TCPI	PSC-00584	93.638	-	23,712
37399 - TCPI Practices	PSC-00584	93.638	-	88,193
<b>Total - CFDA #93.638 - ACA Transforming Clinical Practice Initiative: Practice Transformation Networks (PTNs)</b>				<b>111,905</b>
<b>Direct Grant:</b>				
37015 - Tobacco Use Prevention	NU58DP005338	93.735	-	60,457
<b>Total - CFDA #93.735 - State Public Health Approaches for Ensuring Quitline Capacity</b>				<b>60,457</b>
<b>Pass-through Grants:</b>				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement @ 6.21.17	93.753	-	23,544
37452 - PHPS FY19	Agreement @ 6.21.17	93.753	-	16,257
<b>Total - CFDA #93.753 - Child Lead Poisoning Prevention Surveillance Financed in part by Prevention and Public Health Program (PPHF)</b>				<b>39,801</b>

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<b>Federal Grantor/Pass-through Grantor Program Title</b>	<b>Agency or Pass-through Number</b>	<b>Federal CFDA Number</b>	<b>Passed Through to Subrecipients</b>	<b>Federal Expenditures</b>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
<b>Pass-through Grants:</b>				
Passed through State of New Hampshire:				
37048 - National Diabetes Prevention Program	1042855	93.757	-	130,702
37068 - NH RHC TA Network	N/A	93.757	-	52,226
37200 - Public Health Program Services Support	PO# 1031592	93.757	-	7,936
Passed through State of Colorado:				
37413 - CO O-D Analysis	N/A	93.757	-	3,922
<b>Total - CFDA #93.757 - State Public Health Actions to Prevent Diabetes, Heart Disease, Obesity and Assoc. Risk Factors</b>				<b>194,786</b>
<b>Pass-through Grants:</b>				
Passed through Missouri Department of Health and Senior Services:				
37130 - MO HEAL	C315199001	93.758	-	41,693
Passed through Rhode Island Department of Health:				
37140 - RI Epidemiological Support	7549784	93.758	-	147,007
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	Contract #31786	93.759	-	513
<b>Total - CFDA #93.758 - Preventive Health and Health Services Block Grant Funded Solely with Prevention and Public Health Funds (PPHF)</b>				<b>189,213</b>
<b>Pass-through Grants:</b>				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY 18	Agreement @ 6.21.17	93.800	-	63,089
37452 - PHPS FY 19	Agreement @ 6.21.17	93.800	-	22,989
Passed through State of Colorado:				
37413 - CO - O-D Analysis	N/A	93.800	-	5,882
<b>Total - CFDA #93.800 - Organized Approaches to Increase Colorectal Cancer Screening</b>				<b>91,960</b>
<b>Pass-through Grant:</b>				
Passed through Speare Memorial Hospital:				
37429 - NH Consulting	PRF61	93.817	-	4,271
<b>Total - CFDA #93.817 - Hospital Preparedness Program (HPP) Ebola Preparedness and Response Activities</b>				<b>4,271</b>

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED:</b>				
<b>Pass-through Grants:</b>				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement @ 6.21.17	93.870	-	224,636
37452 - PHPS19	Agreement @ 6.21.17	93.870	-	65,883
<b>Total - CFDA #93.870 - Maternal, Infant and Early Childhood Home Visiting Grant Program</b>			-	<b>290,519</b>
<b>Pass-through Grants:</b>				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement @ 6.21.17	93.889	-	58,771
37452 - PHPS19	Agreement @ 6.21.17	93.889	-	4,589
<b>Total - CFDA #93.889 - National Bioterrorism Hospital Preparedness Program</b>			-	<b>63,360</b>
<b>Pass-through Grants:</b>				
Passed through Vermont Department of Health:				
37212 - VT HPDP Evaluation	Contract #31786	93.898	-	32,154
Passed through New Hampshire Department of Health and Human Services:				
37440 - NH CCC Stat Ping	Agreement @ 4.20.18	93.898	-	577
Passed through Massachusetts Dept. of Public Health:				
37460 - DPH Pall Care	CAPACITYLYBLD500824M04	93.898	-	4,831
<b>Total - CFDA #93.898 - Cancer Prevention and Control Programs for State, Territorial and Tribal Organization</b>			-	<b>37,562</b>
<b>Pass-through Grant:</b>				
Passed through State of New Hampshire:				
37068 - Technical Assistance Network for Rural Health Clinics	N/A	93.913	-	24,106
<b>Total - CFDA #93.913 - Grants to States for Operation of Offices of Rural Health</b>			-	<b>24,106</b>



**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<b>Federal Grantor/Pass-through Grantor Program Title</b>	<b>Agency or Pass-through Number</b>	<b>Federal CFDA Number</b>	<b>Passed Through to Subrecipients</b>	<b>Federal Expenditures</b>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>				
<b>Direct Grants:</b>				
37191 - HIV Integrated Planning	U69HA30144	93.914	-	546,598
37194 - RWHAP ACE Health Training	U69HA30143	93.914	-	385,489
37327 - CHATT Planning TA	U69HA30795	93.914	144,592	524,848
<b>Pass-through Grants:</b>				
Passed through Boston Public Health Commission:				
37170 - Quality Assurance	Agreement @ 3-01-16	93.914	399	112,762
Passed through Fenway Community Health:				
37444 - Fenway E2I Toolkits	Agreement @ 6.14.18	93.914	-	26,945
<b>Total - CFDA #93.914 - HIV Emergency Relief Project Grants</b>			<b>144,991</b>	<b>1,596,642</b>
<b>Direct Grant:</b>				
36967 - Healthy Start Performance Project	UF5MC26845	93.926	140,435	2,315,907
<b>Total - CFDA #93.926 - Healthy Start Initiative</b>			<b>140,435</b>	<b>2,315,907</b>
<b>Direct Grant:</b>				
36945 - CDC CBA FY15 - FY19	U65PS004406	93.939	-	930,854
<b>Total - CFDA #93.939 - HIV Prevention Activities - NGO Based</b>			-	<b>930,854</b>
<b>Pass-through Grant:</b>				
Passed through State of Massachusetts:				
37153 - CoRECT Study	PRF61	93.943	-	53,585
<b>Total - CFDA #93.943 - Epidemiologic Research Studies of Acquired Immunodeficiency System (AIDS) and Human Immunodeficiency Virus (HIV) Infection in Selected Groups</b>			-	<b>53,585</b>
<b>Pass-through Grant:</b>				
Passed through South County Hospital Healthcare System:				
37091 - South County Health Equity Zone	Agreement @ 5-1-15	93.945	-	19,809
<b>Total - CFDA #93.945 - Assistance Programs for Chronic Disease Prevention and Control</b>			-	<b>19,809</b>

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>				
<b>Pass-through Grants:</b>				
Passed through State of Rhode Island:				
36801 - Prevention Resource Center	3316844	93.959	-	18
37349 - RIPRCII	3534294	93.959	-	193,961
Passed through New Hamp. Prevention Certification Board of New Hampshire:				
37168 - NHPCB Workforce Development	N/A	93.959	-	11,729
<b>Total - CFDA #93.959 - Block Grants for Prevention and Treatment of Substance Abuse</b>			-	<b>205,708</b>
<b>Pass-through Grant:</b>				
Passed through Arizona Family Health Partnership:				
37328 - AFHP CT Screening	17-JSI1	93.977	-	1,342
<b>Total - CFDA #93.977 - Sexually Transmitted Diseases (STD) Prevention and Control Grants</b>			-	<b>1,342</b>
<b>Pass-through Grants:</b>				
Passed through Vermont Department of Health:				
37279 - VT 3-4-50	32435	93.991	3,925	3,925
<b>Total - CFDA #93.991 - Preventative Health and Health Services Block Grant</b>			<b>3,925</b>	<b>3,925</b>
<b>Pass-through Grants:</b>				
Passed through State of Vermont:				
37294 - VT Safe Sleep	33460	93.994	-	54,985
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS19	Agreement @ 6.21.17	93.994	-	24,000
<b>Total - CFDA #93.994 - Maternal &amp; Child Health Services Block Grant to the States</b>			-	<b>78,985</b>
<b>TOTAL - U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>			<b>\$ 1,375,213</b>	<b>\$ 14,231,295</b>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF HOMELAND SECURITY:</b>				
<b>Direct Grants:</b>				
United States Coast Guard -				
37302 - Nat'l. Estimate of Life Jacket Wear Rate	3317FAN170210	97.012	\$ 3,714	\$ 57,965
37427 - Nat'l. Estimate of Life Jacket Wear Rate	3317FAN170210	97.012	-	111,826
<b>Total CFDA #97.012 - Boating Safety Financial Assistance</b>			<u>3,714</u>	<u>169,791</u>
<b>TOTAL - U.S. DEPARTMENT OF HOMELAND SECURITY</b>			<u>\$ 3,714</u>	<u>\$ 169,791</u>
<b>U.S. DEPARTMENT OF JUSTICE:</b>				
<b>Pass-through Grants:</b>				
Passed through State of New Hampshire:				
37250 - Juvenile Diversion Evaluation		16.540	\$ -	\$ 25,121
<b>Total - CFDA #16.540 - Juvenile Justice and Delinquency Prevention - Allocation to States</b>			<u>-</u>	<u>25,121</u>
<b>TOTAL U.S. DEPARTMENT OF JUSTICE</b>			<u>\$ -</u>	<u>\$ 25,121</u>
<b>ENVIRONMENTAL PROTECTION AGENCY:</b>				
<b>Pass-through Grants:</b>				
Passed through New Hampshire Department of Health and Human Services:				
37326 - PHPS FY18	Agreement @ 6.21.17	66.707	\$ 75,530	\$ 31,255
37452 - PHPS19	Agreement @ 6.21.17	66.707	-	13,598
<b>Total - CFDA #66.707 - TSCA Title IV State Lead Grants Certification of Lead Based Paint Professionals</b>			<u>75,530</u>	<u>44,853</u>
<b>TOTAL ENVIRONMENTAL PROTECTION AGENCY</b>			<u>\$ 75,530</u>	<u>\$ 44,853</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, 2018**

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF AGRICULTURE:</b>				
<b>Pass-through Grant:</b>				
Passed through Food Insecurity Nutrition Incentive (FINI):				
37257 - FINI Evaluation	PRF61	10.331	\$ -	\$ 112,759
<b>Total CFDA #10.331 - Food Insecurity Nutrition Incentive Grants Program</b>			<b>-</b>	<b>112,759</b>
<b>Pass-through Grant:</b>				
Passed through State of Vermont:				
37212 - VT HPDP Evaluation	30754	10.561	4,787	4,273
<b>Total CFDA #10.561 - State Administrative Matching Grants for the Supplemental Nutrition Assistance Program</b>			<b>4,787</b>	<b>4,273</b>
<b>TOTAL - U.S. DEPARTMENT OF AGRICULTURE</b>			<b>\$ 4,787</b>	<b>\$ 117,032</b>
<b>U.S. DEPARTMENT OF STATE:</b>				
<b>Pass-through Grant:</b>				
Passed through Dreams Innovation Challenge:				
37188 - DREAMS	S-LMAQM-16-CA-1103	19.029	\$ 23,380,845	\$ 28,999,322
<b>Total CFDA #19.029 - The U.S. President's Emergency Plan for AIDS Relief Programs</b>			<b>23,380,845</b>	<b>28,999,322</b>
<b>Direct Grant:</b>				
37244 - Russia P2P	S-RS500-16-CA-179	19.900	-	20
<b>Total CFDA #19.900 - AEECA/ESF PD Programs</b>			<b>-</b>	<b>20</b>
<b>TOTAL - U.S. DEPARTMENT OF STATE</b>			<b>\$ 23,380,845</b>	<b>\$ 28,999,342</b>

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2018**

<u>Federal Grantor/Pass-through Grantor Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal CFDA Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. DEPARTMENT OF COMMERCE:</b>				
<b>Pass-through Grant:</b>				
<b>Passed through Regents of the University of Michigan:</b>				
37303 - Cape Cod Coastal		11.419	\$ -	\$ 2,853
Total CFDA #11.419 - Coastal Zone			-	2,853
Management Administration Awards			-	2,853
<b>TOTAL U.S. DEPARTMENT OF COMMERCE</b>			<u>\$ -</u>	<u>\$ 2,853</u>
 <b>TOTAL FEDERAL AWARDS</b>			<u>\$ 89,347,005</u>	<u>\$ 222,384,116</u>

**JSI Research and Training Institute, Inc.**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
September 30, 2018

**NOTE 1 – BASIS OF PRESENTATION**

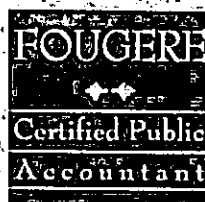
The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of JSI Research and Training Institute, Inc. under programs of the federal government for the year ended September 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of JSI Research and Training Institute, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of JSI Research and Training Institute, Inc.

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

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

**NOTE 3 – INDIRECT COST RATE**

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



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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate ("Organization"), which comprise the consolidated statement of financial position as of September 30, 2018, 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 May 1, 2019.

**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' internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

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

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

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

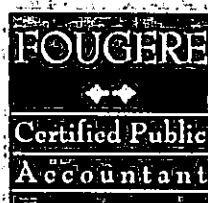
#### **Purpose of this Report**

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

A handwritten signature in black ink, reading "Norman R. Fongue, CPA". The signature is written in a cursive style with a large, stylized "N" and "F".

Duxbury, Massachusetts  
May 1, 2019





**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, 2018. 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, 2018.

#### **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, reading "Sharon R. Fugere CPA". The signature is written in a cursive, flowing style.

Duxbury, Massachusetts  
May 1, 2019

**JSI Research and Training Institute, Inc. and Affiliate**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
September 30, 2018

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

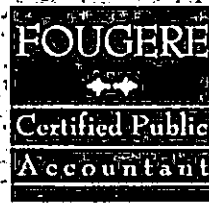
***Financial Statements***

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  Family Planning - Personnel Training CFDA #93.260
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

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



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

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

There were no reportable findings or questioned costs for the year ended September 30, 2017.



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

**Alexander K. Baker, MBA**  
Chief Operating Officer  
JSI  
Boston, MA

**David E. Bloom, M.A., Ph.D.**  
Clarence James Gamble Professor of Economics  
and Demography  
Harvard School of Public Health  
Boston, MA  
*Chair, Board Audit Committee*

**Patricia Fairchild, M.A.**  
Health Services Division  
JSI  
Boston, MA

**Sandro Galea, MD, MPH, DrPH**  
Dean and Robert A. Knox Professor  
Boston University School of Public Health  
Boston, MA  
*Chair, Board Governance Committee*

**Susan "Suz" Friedrich**  
Director of Staff Development and Performance  
Improvement, Health Services Division  
JSI  
Bow, NH

**Carolyn Hart, MSPH**  
Vice President, International Division  
JSI  
Crystal City, VA

**Joel H. Lamstein, MS**  
President and CEO  
JSI and World Education, Inc.  
Boston, MA  
*Chair of the Board*

**Bisola Ojikutu, MD**  
Associate Director, Bio-behavioral & Community  
Science Core; Director of the Community Engaged  
Research Program, Center for AIDS Research,  
Harvard University  
Cambridge, MA

**Ken Olivola, M.C.P., M-Arch**  
International Division  
JSI  
Boston, MA

**Paul Osterman, Ph.D.**  
Nanyang Technological University (NTU) Professor  
of Human Resources and Management  
Sloan School of Management at MIT  
Cambridge, MA

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

# THOMAS W. MANGIONE, PHD.

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

tmangione@jsi.com

## EDUCATION

UNIVERSITY OF MICHIGAN, ANN ARBOR, MICHIGAN  
*Ph.D., Organizational Psychology, 1973*

CLAREMONT MCKENNA COLLEGE, CLAREMONT, CALIFORNIA  
*B.A., Major in Psychology, cum laude, 1968*

## EXPERIENCE

JSI, Boston, Massachusetts  
*Senior Research Scientist, April 1992 to present*

### Major Studies at JSI:

**Client Satisfaction for Massachusetts Department of Mental Health Services.** JSI is currently conducting client satisfaction surveys in two major outpatient programs for the Massachusetts Department of Public Health with Dr. Mangione as the Principal Investigator. JSI was awarded this contract for yearly surveys through a competitive process for a three year contract with possibilities of renewal for two more 3-year periods. We are currently starting the fourth year of work. Mail surveys will be conducted in both the Adult Community Based Flexible Supports (CBFS) services and Family services programs. The content of the surveys was based on previously administered instruments of the Mental Health Statistical Improvement Program. These surveys were reformatted to organize items into content areas and to provide easier self-administration. All surveys were transformed to a scannable format. Surveys were translated into several different languages (Spanish, Portuguese, Chinese, Haitian, Khmer, and Vietnamese). Surveys were mailed to all currently active clients with a pre-notification letter followed up with a survey packet which included a \$5 incentive. Up to three additional reminders were sent. Response rates exceeded 40%. Analyses will focus on system-wide comparisons for the scores on all sub-scales by various demographic characteristics and region of the state. In addition, all programs will receive a report of the findings comparing their program to the statewide average.

**Client Satisfaction for New Hampshire Department of Mental Health Services.** JSI is currently also conducting a similar client satisfaction effort in New Hampshire as we are doing in Massachusetts. The contract is for two years with possibility of renewal for two more rounds of two year. Samples are drawn from each of the ten Mental Health Centers funded by the state to provide services. The samples are stratified by age and gender. The same methodology was used in NH as in MA except phone follow-ups were done each year to bring response rates up to 50%. Surveys were translated into six languages.

**Client Satisfaction for Substance Abuse Treatment Programs.** JSI is working with the Massachusetts Department of Public Health's Bureau of Substance Abuse Services to conduct client satisfaction surveys among all of its funded programs which incorporate a variety of levels of service. Two primary goals for this effort include providing information for programs to utilize in Quality Improvement processes and to eventually provide consumers with comparative information among programs. JSI developed the survey with input from stakeholder groups and implements the self-administered surveys on-site using our data collectors to maximize patient confidentiality. Results from the surveys are grouped into 10 topical areas and given to the programs as well as comparative information relative to other programs at their level of service state-wide.

**Survey of Medical Marijuana Users in Massachusetts.** JSI is working with the MA Department of Public Health to conduct a survey of medical marijuana users (n = 35,000). The survey will be an online survey whose focus will be on use patterns and attitudes towards the medical marijuana program. As a supplement to this study a small number of willing participants will be asked to also provide blood and urine samples so that baseline levels of marijuana can be established among medical marijuana users. JSI is working closely with the Department to utilize methods that protect client confidentiality. This study is part of a series of studies that the Department has contracted for (with other vendors) to provide information on recreational use of marijuana in Massachusetts.

**National Life Jacket Wear Rate Studies.** JSI has conducted the life jacket wear rates studies since 1998 for the U.S. Coast Guard in order to assess levels of success of the Coast Guard's efforts to encourage boaters to wear life jackets while boating in order to dramatically decrease drowning deaths. The observations are made in 30 states at 124 water venues. Each year approximately 14,000 boats and 42,000 boaters are observed. Observer/recorder teams gather information in each state during a summer weekend. They record characteristics of the site, the type of boat and other boat characteristics, and the age and gender of boaters as well as whether they are wearing a life jacket. Over the 12 years of the study to date, wear rates have remained relatively constant and low for adults but increasing rates have been documented for children under the age of 6 and between 6 and 12 years of age. Also, wear rates have increased steadily for sail boats over this 12 year period. In addition to these national studies, JSI has been the evaluator for two experiments to increase life jacket wear rates. One experiment was in the Delta region of California in which intensive publicity and education were marshaled within a limited local area. Wear rates increased in the first year of the campaign but fell back somewhat in the second year when the intensity of the campaign decreased. The other experiment was to evaluate the Army Corps of Engineers mandatory wear regulations in Mississippi. Early indications are that mandatory regulations coupled with enforcement and publicity do succeed to increase wear rates.

**Tobacco Retail Outlet Price Monitoring Surveys.** JSI is working with the Massachusetts Department of Public Health's Tobacco Control Program to collect data from a sample of outlets on current pricing of several tracking brands of cigarettes and cigars. Approximately 3000 retail establishments are included annually. This work has been on-going since 2010. The TCP program uses this information to track price trends as well as to monitor compliance with minimum pricing regulations.

**Evaluation of State Tobacco Quitlines.** JSI has been the evaluator of three state tobacco quitlines -Massachusetts, New Hampshire and Rhode Island since 2002. Quitline services are provided by Try-to-Stop, a JSI telephone counseling service. JSI evaluation interviewers routinely obtain greater than 90% cooperation rates among contacted households for follow-up interviews. Thirty day quit rates range from 20% to 25%; satisfaction ratings with the services are quite high.

**Rhode Island Healthy Weight Initiative.** JSI was contracted by the RI Health Department to provide information to the Healthy Weight Initiative in two different areas. Information was to be gathered and analyzed about school health policies including physical education and recess time, vending machine policies, and school lunch programs. A statewide survey was also conducted to determine resident awareness of programs sponsored by the RI Department of Health to combat obesity and to assess attitudes toward a tax on sugar sweetened beverages and the availability of fruits and vegetables and access to parks and playgrounds in their neighborhoods.

**Evaluation of SPAN Program.** SPAN is a community based organization that provides substance abuse relapse prevention with recently incarcerated individuals. The program is funded by the Substance Abuse and Mental Health Services Agency (SAMHSA) and provides individual and group counseling sessions. Participants were assessed pre and post intervention on a variety of indicators of stable lifestyles including recent drug and alcohol use, employment, housing, health and mental health service utilization and family relationships.

**Advertising and Pricing of Tobacco Products in Massachusetts Retail Stores.** Under contract with the MA Department of Public Health, JSI visited nearly 600 store locations across Massachusetts to conduct observational an observational study on the amount and types of advertising for tobacco products as well as pricing for five national brands and the cheapest available brand in each store. Analyses focused on price changes in response to increases in Federal and state excise and sales taxes as well as the types of advertising and placement of those ads. Results were compared across counties, by poorer versus richer, higher versus lower minority populations, and size of store.

**Integration of HIV and Substance Abuse Prevention in Minority Communities.** This study funded by SAMHSA involves cross-site evaluation and technical assistance to 47 programs who are providing integrated prevention services in minority communities. The interventions integrate prevention information and skill building on both substance abuse and HIV risk factors. Some of the programs focus on youth, while others focus on minority women. JSI is the program coordinating center and is responsible for developing the cross-site evaluation instruments, developing a data collection protocol, processing the data, and conducting the evaluation analyses. Data will be collected on approximately 10,000 program participants and comparison individuals at three points in time.

**Worksite Prevention of Alcohol Problems** in conjunction with the Harvard School of Public Health and funded by the National Institute of Alcoholism and Alcohol Abuse and the Robert Wood Foundation. This study focused on the policies, culture, norms, and work group processes that affect employee drinking behaviors. Phase 1 data was gathered using a mail survey from 7255 managers in 114 worksites across 7 major corporations with an average worksite response



rate of 79%. Phase 2 data was collected from all employees of 16 of these worksites using a mail survey with a resulting sample of 6240 employees representing a 71% response rate.

**Treatment Outcomes Performance Pilot Study** in conjunction with Brandeis University Health Policy Institute and Health & Addictions Research Institute and funded by SAMHSA. This study followed clients of residential and ambulatory treatment facilities to determine effectiveness of treatment. The sample was balanced between men and women, and Whites, Blacks and Hispanics. The follow-up was done by telephone, three months after leaving treatment. Data was also collected about treatment services received and counselor ratings of functioning at discharge.

**Elderly Alcohol Treatment Needs Assessment.** Funded by SAMHSA through the Massachusetts Bureau of Substance Abuse Services, this study will screen approximately 2500 elderly patients in primary care settings to determine levels of risk concerning alcohol use. In addition to determining the amount of use of alcohol, the G-MAST will be administered to those who drink above moderate levels of alcohol and individuals will be asked about experiences with alcohol and prescription drug interactions.

**Needs Assessment of Clients in Substance Abuse Treatment** funded by the Massachusetts Department of Public Health. This study obtained data about homelessness, HIV risk taking behavior and domestic violence experiences from nearly 6000 clients of substance abuse treatment services. Over 90% of the treatment sites participated in this study. Response rates for clients averaged 72% across four types of programs--residential, detox, ambulatory, and drunk driver education.

**HIV+/AIDS Needs Assessment** funded by the Massachusetts Department of Public Health. This study produced a five year (1995-1999) plan for Massachusetts services. The basis for the recommendations came from surveys of health care providers, health care institutions, and consumers as well as qualitative interviews and focus groups with a variety of provider groups and consumers and projections based on trends of AIDS cases in Massachusetts.

**Evaluation of HIV Prevention Programs – New Hampshire** funded by the New Hampshire AIDS Bureau. This study will gather data from men who have sex with men and from injection drug users to gather information about contact with prevention services, satisfaction with those services, and current attitudes and behaviors. Site visits will be conducted in each of the state funded prevention programs.

**Center for Survey Research, University of Massachusetts, Boston, Massachusetts**  
*Senior Research Fellow, 1973–1992; Director, 1982–1986*

Direct survey research studies for projects undertaken for clients as well as my own studies. During my tenure at the Center I also served in several administrative roles: Assistant Director (1973–1979); Associate Director (1979–1982); Director (1982 to 1986) in which I was responsible for providing administrative leadership for the Center's staff.

#### Major studies at U-Mass Boston

**Evaluation of Massachusetts Saving Lives Program** in conjunction with the Boston University School of Public Health and funded by the Massachusetts Governor's Highway Safety Bureau and the National Institute for Alcoholism and Alcohol Abuse. This study included surveys of adults and teenagers in six experimental towns, five control towns, and a statewide sample. In addition, it included observational data on seat belt usage, traffic violations, pedestrian behaviors, and radar speed monitoring. Data were collected before the program began and for a period of five years after the program was implemented.

**Evaluation of the Maine and Massachusetts Drunk Driving Laws** in conjunction with the Boston University School of Public Health and funded by the National Institute for Alcoholism and Alcohol Abuse and the Commonwealth Fund. This study compared the effectiveness of two different legal approaches to decreasing drunk driving. Data were collected from adults and teenagers in Maine, Massachusetts, and compared to surveys conducted in other New England states.

**Evaluation of the Massachusetts Mandatory Seat Belt Law** in conjunction with the Boston University of Public Health and funded by the Commonwealth Fund. Surveys were conducted before a mandatory law was implemented, after it was implemented, and again after the law was repealed by a voter referendum.

**Evaluation of Raising the Minimum Drinking Age in Massachusetts** in conjunction with the Boston University School of Public Health and funded by the National Institute of Alcoholism and Alcohol Abuse. Interviews with

teenagers in Massachusetts and New York before the Law changed and twice after the law changed were used to evaluate the effectiveness of the law change.

**AIDS Knowledge, Attitudes and Behaviors in Massachusetts** in conjunction with the Boston University School Public Health and funded by the Massachusetts Department of Public Health and the National Institute of Alcoholism and Abuse. This study provided trend data for adults, teens, and an oversampling of minorities in the state for a period of three years to help evaluate interventions and to determine the need for targeted educational programs.

**The Value of Interviewer Training and Supervision** funded by the National Center for Health Services Research. This experimental design tested the degree to which different levels of training and supervision affected the quality of data obtained by interviews.

**Epidemiology of Sex Role Differences in Mental Health** funded by the National Institute of Mental Health. Analysis of survey data compared men and women on predictors of self reported mental health.

**National Study of Gambling Law Enforcement Policy and Practices** funded by the National Institute for Justice. This study assessed the policies and practices in 14 major American cities; data were collected through surveys of officers as well as through intensive interviews with key individuals in the departments and the prosecutors' offices. Policy recommendations were made to improve the effectiveness of enforcement efforts.

**Evaluation of the Hartford Crime and Fear Control Project** funded by the National Institute for Justice. A three pronged intervention project involving policing strategies, neighborhood organizing, and physical changes to the neighborhood environment was evaluated using citizen surveys, police record data, observational data, and intensive interviews with key informants.

**Additional studies** included: Evaluation of 1990 Walk for Hunger, Massachusetts Physicians' Perspectives on AIDS Education; Role of Perceptions Teenage Drunk Driving Deterrence; Evaluation of Another Course to College Program; University of Massachusetts Image Study; Evaluation of U-Mass/Boston Women's Study Program; Longitudinal Study of Life's Stresses and Drinking Practices; Feasibility Study for a Neighborhood Multi-Service Center; Evaluation of the Massachusetts PKU Testing program; Epilepsy Family Study; Prenatal Care in Massachusetts; Needs of the Head Injured in Union Membership on the Federal Trusteeship, Intermittent Claudication Medical Outcomes Study.

## BOOKS | CHAPTERS IN BOOKS

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- Quan L, MANGIONE T, Bennett E, Chow W. (2018) Use of life jackets and other types of flotation for in-water recreation in designated swim areas in Washington State. Journal of Injury Prevention. Apr; 24(2):123-128
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- MANGIONE, THOMAS W. and Wendy Chow (2014), *An evaluation of two approaches to change life jacket wearing behavior*. Journal of Public Health Policy, 35(2), 204-18.
- MANGIONE, THOMAS W., Wendy Chow and Jennifer Nguyen (2012), *Trends in life jacket wear among recreational boaters: A dozen years (1999-2010) of US observational data*. Journal of Public Health Policy, 33(1), 59-74.
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# HEATHER E. LISINSKI

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## EDUCATION

STATE UNIVERSITY OF NEW YORK, ALBANY, NEW YORK  
School of Criminal Justice  
*Master of Arts in Criminal Justice, 2001*

NORTHEASTERN UNIVERSITY, BOSTON, MASSACHUSETTS  
College of Criminal Justice  
*Bachelor of Science in Criminal Justice, 1996, magna cum laude*

## EXPERIENCE

**JSI Research & Training Institute, Inc., Boston, Massachusetts**

*Project Manager, October 2005 to present*

*Data Manager, January 2003 to October 2005*

- Sample management, database development and analysis, client communication, subcontract management
- Evaluation instrument design, telephone survey software testing, data output analysis
- Budget tracking and management
- Recruitment, training and management of part-time staff across multiple projects

### *Selected projects:*

**Satisfaction Survey – MA Dept of Public Health – Bureau of Substance Abuse Services** *2012 to present*

Co-manage client survey project in 200+ state-funded substance abuse programs throughout the Commonwealth. Train & supervise in field data collectors. Manage site scheduling and oversee data processing & QA. Facilitate team meetings.

**MA Dept of Mental Health and NH Dept of Health & Human Services**  
– Client Satisfaction Surveys

*2014 to present*

Manage mail surveys to adult clients and parents/guardians of children/adolescent clients to evaluate satisfaction with the quality, access, appropriateness, and outcome of state mental health services. Survey methods used include pre-notifications, upfront incentives and reminders to boost response rates to ensure ample sample size to calculate statewide and clinic-specific performance estimates for identifying areas for quality improvement.

**Community Needs Assessment – Various Clients**

*2011 to 2015*

Responsible for managing household mail survey projects in Stamford, Connecticut, Bergen County, New Jersey, and the North Shore of Massachusetts. Train and supervise hourly staff to prepare mailings and track returns. Manage samples. Create and send daily response reports. Respond directly to project director and client requests as needed.

**CDC Public Health Emergency Preparedness Training & Implementation Project**

*2010 to 2011*

Support 3-person management team on large-scale training project for the CDC. Coordinate meetings & conference calls with clients and national partners. Participated in key-information interviews with CDC leadership. Interviewed candidates for Staff Associate positions. Manage communications between on-site and out-of-state staff persons. Co-coordinating travel, reimbursement & content logistics for 200+ person conference in April 2011. Maintain project documents on the network & document all meeting minutes & audio files.

**U.S. Coast Guard National Life Jacket Wear Rate Study**

*2003 to present*

Project Manager for the National Observational Life Jacket Wear Rate Study. Responsibilities include staff management and training, data analysis, certification and coordination of data collectors across 20 states.

**Tri-State Tobacco Quitline Evaluation**

*2003 to 2014*

Co-ordinate a telephone follow-up survey for smoking quitlines in Massachusetts, Rhode Island and New Hampshire. Responsibilities include creation of interview protocols, scheduling and training of interviewers, sample management, data analysis and presentation.

# WENDY CHOW

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

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## EDUCATION

BOSTON UNIVERSITY, SCHOOL OF PUBLIC HEALTH  
*M.P.H., Epidemiology and Social & Behavioral Sciences, 2007*

WELLESLEY COLLEGE  
*B.A., Psychology & Economics, cum laude, 2003*

## EXPERIENCE

### **JSI, Boston, Massachusetts**

*Senior Data & Evaluation Specialist, Health Services Division, 2007 to present*

Develop program evaluation plans, conduct survey research, and analyze primary and secondary data not limited to surveys, health care quality, and medical claims data. Projects include needs assessments, quality management and improvement, process monitoring and impact evaluations of health care delivery and health promotion programs. Develop and provide technical assistance on data systems to document processes and outcomes. Interpret findings, write reports, abstracts, and manuscripts.

### **National AIDS Education and Training Centers Evaluation, HRSA HIV/AIDS Bureau**

JSI is evaluating the impact of the national AETC Program in improving the skills and capacity of the HIV provider workforce to deliver high-quality, interdisciplinary team-based care and improve patient outcomes along the HIV care continuum. Work includes assessing and revising the national evaluation plan and data collection tools; working with the eight Regional AETCs to gather data for each of the four programmatic subcomponents – Core TAT, Minority AIDS Initiative, Practice Transformation, and Interprofessional Education – to support a national evaluation.

### **Massachusetts Department of Mental Health Consumer Satisfaction Survey**

JSI administers mail surveys to adult clients and parents/guardians of children/adolescent clients to evaluate satisfaction with the quality, access, appropriateness, and outcome of DHHS services. Surveys were re-designed to enhance readability. Mail survey methods used included pre-notifications, upfront incentives and reminders to boost response rates to ensure ample sample size to calculate statewide and clinic-specific performance estimates for identifying areas for quality improvement.

### **New Hampshire Department of Health and Human Services Mental Health Consumer Satisfaction Survey**

JSI administers mail surveys to adult clients and parents/guardians of children/adolescent clients to evaluate satisfaction with the quality, access, appropriateness, and outcome of DMH services. Surveys were re-designed to enhance readability. Mail survey methods used included pre-notifications, upfront incentives and reminders to boost response rates to ensure ample sample size to calculate statewide and clinic-specific performance estimates for identifying areas for quality improvement.

### **Massachusetts Department of Public Health, Asthma Prevention and Control Program, Evaluation of a Community Health Worker Home Visiting Study**

Provide evaluation, epidemiologic, and analytic services to the Reducing Older Adult Asthma Disparities (ROAAD) study to assess the feasibility and impact of a community health worker home-visiting model including asthma management education, medication reconciliation, and home environmental triggers assessment and reduction on reducing unscheduled office or emergency visits, improving asthma symptom control and quality of life.

### **Maine Center for Disease Control & Prevention, Community Health Worker Initiative Evaluation**

Evaluated the Community Health Worker (CHW) Initiative involving four pilot projects conducted by a local health department, hospitals, and community-based organization. Provided technical assistance on performance measures, data collection tools, and evaluation framework to assess reach, implementation fidelity, and efficacy of CHW interventions. Provided sustainability recommendations to standardize CHW training, to develop CHW workforce under the State Innovation Model (SIM), and to create capacity to support CHWs in primary care integration.

### **National Quality Center Evaluation, Health Resources and Services Administration HIV/AIDS Bureau**

Managed this mixed methods evaluation to assess the impact of NQC program activities, including TA, regional groups, collaboratives, in+care campaign, and advanced QI trainings on building quality management and performance measurement

capacity among Ryan White program grantees that will improve HIV quality of care and outcomes for people living with HIV/AIDS across the United States. Conducted quantitative analyses of survey and quality of care data as well as qualitative key informant interview analyses to provide guidance, suggestions and targeted assistance for improvements in data collection, management and interpretation, as well as information to strengthen current and planned project activities.

#### **Healthy Schools Healthy Communities Evaluation, Missouri Foundation for Health**

Evaluate this 5-year initiative to address childhood obesity in regions of Missouri, focusing on schools and community-based and statewide efforts aimed at improving access to healthy foods and opportunities for physical activity. Work includes evaluating (1) the process of school and community partnerships to development and implement multi-factorial interventions including their ability to adopt and sustain change, and 2) the impact of school and community-based interventions, including programs, policies, and environmental changes aimed at promoting physical activity and healthy eating through annual student surveys, BMI data, academic achievement scores, school/staff interviews, and process logs.

#### **Healthy Futures Teen Pregnancy Prevention Program Evaluation, Department of Health and Human Services, Office of Adolescent Health (OAH)**

Managed and analyzed survey data for this clustered randomized controlled four-year longitudinal cohort study evaluating a teen pregnancy prevention program offered in public middle schools in high risk communities in Massachusetts. Developed and oversaw survey data collection and database system to track student participation, attendance, and surveys completed. Implemented data quality assurance, reported performance measures to OAH, developed analysis plans and statistical models, and prepared abstracts and manuscripts for dissemination.

#### **Evaluation of Ozarks Regional YMCA Community Transformation to Support Active Living and Healthy Eating**

Using a mixed-method approach, evaluated the impact of Ozarks Regional YMCA's two-year CDC community transformation grant to implement policy and environmental changes that promote physical activity, healthy eating, and smoke-free living that will ultimately improve population-level health. Developed process monitoring database for collecting data on implementation activities across multiple partners, with built-in standardized reports. Analyzed quantitative household survey data.

#### **Central New York DSRIP Collaborative Regional Needs Assessment**

JSI conducted a Regional Needs Assessment for Performing Provider Systems (PPS) in Central New York. PPSs are required to conduct a needs assessment for their application for New York State Delivery System Reform Incentive Payment (DSRIP) Program. JSI provided qualitative and quantitative analysis and mapping of population demographics, health outcomes, Medicaid hospital readmissions, and access to provider and community resources in each of the 11 counties represented by the PPS in the region, in order to identify gaps in service and to inform the strategic plans for the PPS DSRIP applications.

#### **Rhode Island Initiative for Healthy Weight Evaluation**

Analyzed mail survey data measuring Rhode Island residents' knowledge and perceptions of healthy foods availability, environmental safety and resources for physical activity, and specific initiative-related activities.

#### **Harvard School of Public Health - Global Health and Population, Women and Health Initiative**

Provided consultation services on survey sampling design, sample selection, and analysis for a national survey study on physician knowledge, attitudes, and behaviors towards women's reproductive health.

#### **U.S. Coast Guard National Life Jacket Wear Rate Study**

Analyze data for this national observational study on life jacket use, using statistical tests to examine trends in life jacket use over time by boater characteristics, boating conditions, and boat type. Generate data tables and prepare annual reports.

#### **Sylvie Ratelle STD/HIV Prevention Training Center of New England Evaluation**

Analyze online survey data from this ongoing needs assessment and evaluation of training courses to meet the needs of health care providers and assess the short and long-term impact on knowledge, skills, and practice behaviors of health care providers; assess program reach.

#### **HIVQUAL-US Program Evaluation, New York State Department of Health AIDS Institute**

Evaluated the impact of this HRSA-funded national HIV care quality management initiative in building Ryan White grantees' quality management and performance measurement capacity for improving quality of care. Managed and analyzed annual client-level clinical care performance data submitted by over 100 participating grantees across the U.S., produced national benchmark reports used by providers and clinics to monitor and inform quality initiatives, designed and executed analytic studies on performance trends and disparities, and prepared manuscripts for dissemination of findings.

**HIV Clinical Care Quality Management Project, Massachusetts Department of Public Health, Office of HIV/AIDS**  
Evaluated HIV care quality and patient outcomes at clinics receiving state funding using chart review or EMR data. Provide clinic-specific and program wide reports on quality trends, potential areas for improvement, and best practices. Conducted topic specific analyses including health disparities, retention, and impact of support services on client outcomes. Estimated unmet need for HIV primary care and analyzed antiretroviral therapy adherence using prescription claims and hospitalization episodes using Medicaid and inpatient discharge data.

**Massachusetts Department of Public Health Tobacco Retail Store Field Survey**  
Analyzed data from field survey of MA retail outlets to examine trends across years in cigarette pricing and promotion strategies by various store type, store location, and community characteristics (demographics, socio-economic status).

**Data Consultant, Massachusetts Department of Public Health, Office of HIV/AIDS**  
Developed data quality control system for the counseling, testing, and referral and health education and risk reduction data submitted by DPH-funded clinics in the state. Built and provided technical assistance for an automated data reporting system allowing program staff to select site-specific and aggregate program reports.

**Boston University-School of Public Health, Boston, Massachusetts**

*Research Assistant, 2006–2007*

Managed several evaluation projects including the Violence Intervention Prevention (VIP) program in Haverhill, MA to address youth gang violence as part of the MA Executive Office of Public Safety Charles E. Shannon grant initiative, a pilot training workshop on intimate partner violence for day care employees, and a pilot project investigating alcohol use and dating violence perpetration among adolescents using an urban emergency department.

**Women's Lunch Place, Boston, Massachusetts**

*Program Evaluation Consultant, 9/2006 to 12/2006*

Developed a comprehensive process and outcome evaluation plan to fulfill WLP's strategic goal to improve its Advocacy Program and to continually assess the efficacy of its services in meeting the needs of homeless women and children. Engaged in direct service work, site observations, and interviews and constructed a detailed logic model, defined program objectives, and key evaluation questions. Identified performance indicators and associated data collection needs including 1) instituting routine program monitoring procedures and 2) developing client satisfaction surveys. Recommended quality improvement opportunities.

**Boston VA Healthcare System, Boston, Massachusetts**

*Health Science Specialist, 2003–2006*

Collaborated with principal investigator in the development and implementation of multiple randomized controlled trials testing the efficacy of interactive voice response (IVR) systems in enhancing management of chronic conditions (asthma, sleep apnea, cardiovascular disease) among VA patients and participants in the Normative Aging Study, a longitudinal prospective cohort examining the epidemiology of aging. Developed programming logic and original counseling dialogues based on motivation enhancement and behavioral change theory. Designed surveys, study protocols, and training manuals. Oversaw continuous IVR system testing and data quality control measures to ensure the completeness and accuracy of patient files.

**Wellesley College, Center for Research on Women, Wellesley, Massachusetts**

*Research Assistant, 2001–2003*

Performed database management, survey development and validation, quantitative and qualitative data analyses, and prepared reports for the evaluation of Women In Community Development, a program supporting higher education for low-income women, girls' self-defense and empowerment interventions including Girls' LEAP and Girls, Inc.: Project Bold, and Jacksonville Children's Commission's After School Programs in Florida. Supervised and trained new student research assistants. Provided research support for the Battered Mothers' Testimony Project that addressed child custody and domestic violence issues.

**U.S. Department of Health & Human Services, Centers for Medicare & Medicaid Services, Boston, Massachusetts**

*Summer Intern, Summer 2002*

Worked on the Asian American and Pacific Islanders White House Initiative, Executive Order 13216, to eliminate cultural, linguistic, and socio-economic barriers to health care access. Reviewed and prepared contracts totaling over \$300,000 for 15 community-based organizations nationwide to implement health promotion and education campaigns benefiting the elderly, uninsured, and underprivileged populations.



Massachusetts Institute of Technology, Center for Innovation on Product Development, Cambridge, Massachusetts  
Research Assistant, Summer 2000.

Conducted extensive literature review on U.K. pharmaceutical firms, research establishments, and hospitals. Completed detailed database of 5,000-plus entries of U.S. new drug applications and patents.

## TEACHING

Harvard University School of Public Health, Biostatistics Department, Boston, Massachusetts  
Graduate Teaching Assistant, Spring 2014/2015. Course Title: *Survey Research Methods*.

Boston University School of Public Health, Social & Behavioral Sciences Department, Boston, Massachusetts  
Graduate Teaching Assistant, Spring 2008. Course Title: *Quantitative Methods in Program Evaluation*.

## POSTERS | PRESENTATIONS

American Public Health Association, Boston, MA, November 2-6, 2013

- Poster: Chow W, Imre M, Mangione TW. Association between states' boating regulations and children's rate of life jacket use
- Poster: Mangione TW, Chow W. Reducing recreational boating fatalities: Do life jacket wear regulations work?
- Poster: Flaherty K, Chow W, Calise TV. Effect of a school-based teen pregnancy prevention program on parent-adolescent communication about sex

AIDS 2010-XVIII International AIDS Conference, Vienna, Austria, July 2010

- Poster: Schneider KL, Chow W, Hirschhorn LR, Agins BD, Monserrate J, Wells CG, & Dai H. A national look at quality of care (QOC) in the Ryan White Program-supported National Quality Improvement (QI) program in 2007.
- Presentation: Schneider KL, Chow W, Hirschhorn LR, Agins BD, Monserrate J, Wells CG, & Dai H. Quality over time: changes in quality of care (QOC) among a cohort of HIVQUAL-US (HQ) participating grantees between 2002 and 2007.

American Public Health Association, Philadelphia, PA, November 2009

- Presentation: Schneider KL, Agins B, Chow W, Hirschhorn L. Viral suppression rates in New York State: How good have we gotten?

## PUBLICATIONS

- Calise TV, Chow W, Ryder A (2018). Food access and its relationship to perceived walkability, safety, and social cohesion. *Health Promotion Practice*. Advance online publication. <https://doi.org/10.1177/1524839918778553>
- Spitzer N, Philips MT, Chow W, Mangione T (2018). Factors associated with life jacket use among cabin sailboat and day sailor boaters in the United States. *Journal of Safety Research*. 65:101-114
- Quan L, Mangione T, Bennett E, Chow W (2018). Use of life jackets and other types of flotation for in-water recreation in designated swim areas in Washington State. *Injury Prevention*. 24(2):123-128.
- Calise TV, Chow W, Dore KF, Heitz ER, Millock RR (2016). Healthy Futures Program and Adolescent Sexual Behaviors in 3 Massachusetts Cities: A Randomized Controlled Trial. *American Journal of Public Health*. 106(S1):S103-S109.
- Wangu Z, Gray B, Dyer J, Chow W, Calise T, Hsu KK (2016). The value of experiential sexually transmitted disease clinical training in the digital age. *Sex Transmitted Diseases*. 43(2):134-6.
- Nolan, J., Braithwaite Renderos, T., Hynson, J., Dai, X., Chow, W., Christie, A. and Mangione, T (2014). Barriers to Cervical Cancer Screening and Follow-Up Care among Black Women in Massachusetts. *Journal of Obstetric, Gynecologic, & Neonatal Nursing*, 43(5):580-8.
- Mangione, TW and Chow W (2014). Changing life jacket wearing behavior: An evaluation of two approaches. *Journal of Public Health Policy*, 35(2):204-18.
- Chow W, Hirschhorn LR, Ng DW, Wells CG, Schneider KL, Agins BD (2012). Improved quality of HIV care over time among participants in a national quality improvement initiative. *Journal of Health Care for the Poor and Underserved* 23(3 Suppl): 67-80.
- Mangione TW, Chow W, and Nguyen J (2011). Trends in life jacket wear among recreational boaters: A dozen years (1999-2010) of US observational data. *Journal of Public Health Policy* 33(1):59-74.

## **SKILLS**

Microsoft Office (Word, Excel, Access, PowerPoint). Statistical packages: SAS, SPSS. Languages: Chinese/Cantonese. Spanish.

# REBECCA MILLOCK

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

rebecca\_millock@jsi.com

## EDUCATION

HARVARD UNIVERSITY, CAMBRIDGE, MASSACHUSETTS  
BA, Major in Government, Minor in Economics, 2012

## EXPERIENCE

**John Snow Research & Training Institute, Inc.,** Boston, Massachusetts  
*Staff Associate, December 2013 to present*  
*Intern, June to December 2013*

**Missouri Foundation for Healthy, Health Schools Healthy Communities Evaluation,** Serves on the evaluation team for a 5-year initiative to reduce childhood obesity rates through comprehensive community-level interventions in Missouri. Built, programmed, disseminated, and tracked the Healthy Schools Healthy Communities survey to gather data on community access to healthy food options and exercise facilities. Coordinated mailing to 2000 homes (pre-notification, surveys with incentive, and reminders). Built, programmed, and disseminated Student Survey to gather data on physical activity and nutrition habits of children in grades 5-8 in 31 Missouri public school districts. All surveys were created using Cardiff TeleForm. Assisted in the development of the Healthy Communities Health-e-Link, a cloud-based knowledge exchange portal used by grantees to facilitate collaboration and streamlining data collection. Maintain and monitor Health-e-Link, research and prepare documents on best practice data collection techniques, as well as provide logistical and administrative support. Assist in the design and production of annual evaluation reports.

**U.S. Coast Guard National Life Jacket Wear Rate Study.** Support annual on-site observational data collection in 30 states from July to August. Assist in annual training of data collectors. Maintain survey equipment and provide logistical support, including shipments of equipment and forms to remote observation teams. Process completed observation forms and clean data on over 60,000 boaters in SPSS and SAS. Contribute to annual reports.

**Supporting Healthy Start Performance Project.** Supports the Alcohol and Substance-Exposed Pregnancy Prevention (AStEPP) team that offers training and technical assistance to increase Healthy Start grantees' understanding of the impacts of fetal exposure to alcohol and other drugs, and strengthen their capacity to engage in effective prevention and early identification activities with pregnant women, mothers, and newborns. Researched existing data and tools, and analyzed information gathered from AStEPP grantee discussion groups to guide technical assistance deliverables for subsequent project years. Assisted in the development of the AStEPP webpage by researching fundamental resources for at-risk mothers. Processed completed feedback forms and analyzed data from additional Healthy Start consultants to inform AStEPP best practices.

**Massachusetts Center for Health Information and Analysis (CHIA) Employer Survey.** Assists in CHIA's mission to monitor MA health care and insurance systems by conducting an annual employer survey. Redesigned the existing survey tool in Cardiff Teleform, and created an online survey version using SurveyGizmo. Responsibilities include tracking paper and online surveys, managing incentives, crafting language for mass mailings and emails, producing weekly response reports and contributing to final reports. Also assists in the phone follow-up by managing the database, running daily data output, and disseminating the viable sample for staff to call. Helped conduct CASES program training for 10 new staff.

**Massachusetts Department of Mental Health Client Satisfaction Study,** Assists in the evaluation of community members as well as acute and continuing care psychiatric care facilities to evaluate their satisfaction with community based services, and their perception of service outcome. Created, programmed, and tracked scannable versions of the Massachusetts Department of Mental Health's annual client satisfaction survey tool using Cardiff Teleform. Attended confidentiality training and practiced security measures to maintain client privacy. Supervises survey mailings, manage survey incentives, and conducts quantitative and qualitative analysis for annual reports.

**New Hampshire Department of Mental Health Client Satisfaction Study,** Helped conduct client satisfaction surveys of the adult service population and the parents of children receiving New Hampshire mental health services. Programmed and tracked scannable surveys using Cardiff Teleform. Supervises survey mailings and phone follow-up for non-responders, and manages survey incentives. Assists in quantitative and qualitative analysis for annual reports.

**Evaluation of the Healthy Futures Lawrence Project**, Assisted in the process and outcome evaluation of the NUCULUTRE curriculum for grades 6, 7, and 8 in 4 school districts, including developing the evaluation design, data collection tools, data management and analysis, and progress report development. Created pre- and post-test student surveys using Cardiff Teleform, fidelity checklists in Survey Monkey, and attendance sheets in Google Drive. Responsibilities include providing technical assistance for Healthy Futures staff, monitoring and processing all data collection, and contributing to final reports.

**Ozark Regional YMCA Community Transformation Grant**, Assisted in evaluation of initiative to increase opportunities for healthy eating, physical activity, and smoke-free living through organizational and city-level programs and policies in Springfield, Missouri. Disseminated and tracked the Springfield Resident Survey to gather data on community access to healthy food options and exercise facilities. Coordinated mailing to 1500 homes (pre-notification, surveys with incentive, and reminders). Built and programmed neighborhood audit survey using the Active Neighborhood Checklist to find baseline measures for neighborhood walkability and bikeability. Processed and analyzed data using SPSS. Built and programmed the Fruit & Vegetable Afterschool Survey to evaluate Local Sprouts Afterschool Program. Processed and analyzed data using CSPro. All surveys were created using Cardiff Teleform and tracked using Microsoft Access.

**Massachusetts Tobacco Control Program Pricing and Promotions Study**. Oversee staff collecting cigarette pricing data from retail establishments and coordinate quarterly data collection throughout Massachusetts. Produce tables and format quarterly reports.

**Massachusetts Department of Public Health Office of Preparedness and Emergency Management, Continuity of Operations Plans (COOP)**, Provided administrative support to update emergency preparedness plans for eight bureaus and five offices in the Massachusetts Department of Public Health Office of Preparedness and Emergency Management. Reviewed and revised existing COOP template and assisted in the final preparation of completed plans.

**New York State Department of Health, Albany, New York**

*Project Intern, December 2011 to February 2012*

Reported directly to the Director of the Division of Chronic Disease and Injury Prevention. Wrote a detailed progress report analyzing local school districts for Healthy Schools NY, a program focused on reducing the prevalence of obesity among school-age children.

**East Boston Neighborhood Health Center, Boston, Massachusetts**

*Health Center Ops Intern, June to August 2011*

Reported to VP of Operations of largest federally qualified health center. In U.S. Evaluated methods to improve clinic performance, patient flow, and care delivery. Reviewed three years of incident reports. Coded correspondence for reimbursement. Worked with EPIC, internal health data, and Excel for Spanish translation.

**Urban Land Institute, Washington, D.C.**

*Researcher, June to August 2010*

Reported directly to the Executive VP of Policy and Practice. Collected and synthesized data on generational housing trends for ULI report *Generation Y: America's New Housing Wave*, published in January 2011. Organized documents for online retrieval and assisted in general research.

## **PUBLICATIONS**

Calise Tammy, Chow Wendy, Dore Katelyn, O'Brien Michael, Heitz Liz, Millock Rebecca (2016). *Healthy Futures Program and Adolescent Sexual Behaviors in 3 Massachusetts Cities: A Randomized Controlled Trial*. American Journal of Public Health 106(S1), pp. S103-S109.

## **COMPUTER SKILLS**

Microsoft Office (including Access, Excel, PowerPoint, Publisher, and Word), Webinar, CSPro, STATA, Cardiff TeleForm, CASES, SurveyGizmo, and Survey Monkey.

## **ELECTRONIC HEALTH RECORD SYSTEM EXPERIENCE**

Allscripts, athenahealth, Centricity Practice Solutions, eClinicalWorks, Epic, NextGen Healthcare

# MARGARITA CASTOIRES PRINCE

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

mprince@jsi.com

## EDUCATION

UNIVERSITY OF MASSACHUSETTS, BOSTON, MASSACHUSETTS

*Working towards a Bachelor of Arts in Human Services*

## EXPERIENCE

**JSI Research & Training Institute, Boston, Massachusetts**

*Project Coordinator, January 2015 to present*

*Tobacco Treatment Specialist, July 2009 to December 2014*

*Information and Referral Associate, July 2005 to June 2009*

*Selected projects:*

**Bureau of Substance Abuse Services (BSAS) Client Satisfaction System**

Oversaw data collection and management and provided logistical support for a project funded by the Massachusetts Department of Public Health's BSAS that conducted client satisfaction surveys among all of its funded programs. Ensured confidentiality of collected data; translated and pilot tested survey research instruments and trained staff to collect data in programs and classes throughout the state.

**Workforce Development Evaluation with Children's Behavioral Health**

Assisted Senior Program Evaluator on the Workforce Development Initiative created by the Children's Behavioral Knowledge Center to increase and improve the mental health workforce in Massachusetts. Oversaw data collection and management and maintained data quality assurance procedures.

**Try to Stop Tobacco Project**

Provided a motivational interviewing approach to assist tobacco users in quitting smoking through the Smoker's Helpline and the Quitworks program to residents of Massachusetts, New Hampshire and Rhode Island. Assisted clients on developing quitting and relapse prevention plans. Provided evidence based counseling, support and encouragement throughout the quitting process, and educated clients on the proper use of pharmacotherapy.

**Children's Hospital, Boston, Massachusetts**

*Research Assistant/Screeners, September 2004 to July 2005*

Conducted project data collection interview based on standard questionnaire. Maintained up-to-date record system of participants contact/locator information, test results, and follow-up visit schedule. Managed data storage to ensure confidentiality of participant records. Referred participants to appropriate health and social services programs. Provided pre and post test appropriate counseling for project participants according to counseling protocols. Responsible for participant recruitment and other related responsibilities.

**Martha Eliot Health Center, Jamaica Plain, Massachusetts**

*Family Planner/Outreach, July 2001 to March 2004*

Worked directly with adolescents and families; provide medical and health care information. Educated clients about birth control, sexually transmitted diseases, pregnancy, and prenatal care. Worked with medical staff to perform pregnancy test, STD test, and other clinical examinations. Supervised and trained the Peer Leadership Program; Oversee Peer Leaders daily job function, as well as created activities in the community. Coordinated and responsible for outreach events.

**DBT HOUSE/Vinfen, Inc, Boston, Massachusetts**

*Relief Worker, June 1999 to April 2003*

On-site monitoring of women with Dialectical Behavioral Treatment modality. Other responsibilities included crisis intervention counseling, relationship building, organization responsibilities.

**John Snow, Inc, Boston, Massachusetts**

*Staff Associate-Health Services Division, June 1994 to June 2001*

Assisted with public health projects such as: Case Management of HIV Client Services, Mental Health Care Provider Training in HIV infection and AIDS, Sexual attitude reassessment workshop, National Health Care for the Homeless Conference and WIC

survey. Served as a recruitment specialist on focus group project for the Department of Medical Assistance; screened over 200 seniors and caregivers for focus groups; coordinated logistical aspects of all groups. Served as Logistic Coordinator for National Substance Abuse Technical Assistance project.

## **COMPUTER SKILLS**

Microsoft Word, Excel, Meeting Pro, Access, Internet

## **TRAINING | CERTIFICATES**

Sex Education Certificate with Planned Parenthood

AIDS 101 Certificate with Latino Health Institute

Dialectical Behavior Therapy Workshop: Cognitive Behavior Therapy for Chronically Suicidal Borderline Patients

Mediation Certificate

Tobacco Treatment Specialist Certificate

Protecting Human Research Participant Certificate

## **LANGUAGE**

Fluent in oral and written Spanish

**JSI Research & Training Institute, Inc.**

**Key Personnel**

<b>Budget period calendar year 2021</b>				
<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Thomas Mangione	Project Director	\$1531	100%	\$1531
Heather Lisinski	Project Manager	\$5486	100%	\$5486
Wendy Chow	Senior Analyst	\$5519	100%	\$5519
Rebecca Millock	Research Assistant	\$5542	100%	\$5542
Margarita Prince	Project Support	\$522	100%	\$522

<b>Budget period calendar year 2022</b>				
<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Thomas Mangione	Project Director	\$1531	100%	\$1531
Heather Lisinski	Project Manager	\$5486	100%	\$5486
Wendy Chow	Senior Analyst	\$5519	100%	\$5519
Rebecca Millock	Research Assistant	\$5542	100%	\$5542
Margarita Prince	Project Support	\$522	100%	\$522

7 mac



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

January 16, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **retroactive** agreement with JSI Research and Training Institute, Inc. d/b/a Community Health Institute, (Vendor Number 161611-B001) to conduct New Hampshire's Public Mental Health Consumer Survey, in an amount not to exceed \$168,522, effective retroactive to January 2, 2019 upon the date of Governor and Executive Council approval through December 31, 2020. 100% Other Funds.

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

05-95-92-922010-4121-102-500731; HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF BEHAVIORAL HEALTH, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION

SFY	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Program Services	92204121	\$42,130
2020	102/500731	Contracts for Program Services	92204121	\$84,262
2021	102/500731	Contracts for Program Services	92204121	\$42,130
			Total	\$168,522

**EXPLANATION**

This request is **retroactive** because the fully executed contract documents were not processed in time for the Governor and Executive Council meeting of December 21, 2018. In order to successfully complete the federally required annual satisfaction survey by the year-end deadline, the Department and the vendor must begin the survey sampling process in January. Otherwise, there will not be sufficient time to perform the steps required to prepare and conduct a statistically valid survey by the deadline, which would render the survey incomparable to prior year results.



The purpose of this request is to develop, conduct, analyze, and report on the Community Mental Health Consumer Survey, which is required annually by the Center for Mental Health Services, Substance Abuse and Mental Health Services, Administration of the United States Department of Health and Human Services.

The Community Mental Health Consumer Survey provides data that informs the federal Universal Reporting System. The Universal Reporting System tables represent data on NH behavioral health service recipients and the quality of services received. Results from the surveys are used by the Department to complete required federal annual reports, and to guide Division of Behavioral Health efforts in monitoring the Community Mental Health system.

The Contractor will be held accountable to the following performance measures:

- Ensuring survey response rates achieved for each module are at least fifty percent (50%).
- Monitoring ten percent (10%) of interviews for the purpose of quality assurance and provide feedback to interviewers.
- Providing final electronic survey data to the Department upon completion of the survey results report which shall include a file in Microsoft Excel format with tabular weighted frequencies and ninety-five percent (95%) confidence intervals for each question and for any composite or calculated measures.

JSI Research and Training Institute, Inc. 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 October 10, 2018 through November 5, 2018. The Department received two (2) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals. The Score Summary Sheet is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), 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 and SFY 2022-2023 biennia.

Should the Governor and Executive Council not authorize this request, the Department will not meet the federal requirement to complete the annual Community Mental Health satisfaction survey. Additionally, the results from the survey will not be available to the Department for completion of federal reports, and for use in monitoring the Community Mental Health System. These reports are a requirement for state recipients of the Mental Health Block Grant, Substance Abuse and Mental Health Services Administration (SAMHSA), and a failure to report would jeopardize Mental Health Block Grant funding.

Area served: Statewide.

Source of Funds: 100% Other Funds

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers", written in a cursive style.

Jeffrey A. Meyers  
Commissioner



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

Community Mental Health Consumer  
Survey  
RFP Name

RFP-2019-DBH-01-COMMU  
RFP Number

Bidder Name

1. Market Decisions LLC
2. JSI Research and Training Institute, Inc.

Pass/Fail	Maximum Points	Actual Points
	275	231
	275	237

Reviewer Names

1. Amy O'Hara, Finance Mgr, BHHS  
Div of Family Asst.
2. Tanja Godfredsen, Behavioral  
Hlth Business Admin II
3. Susan Knight, Business Systems  
Analyst, OMBP
4. Lauren Quann, Administrator  
Bureau Mental Hlth Svcs
5. Erica Ungarelli, Director, Bureau of  
Children's Bhvrl Hlth



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

Denis Goulet  
Commissioner

January 18, 2019

Jeffrey A. Meyers, Commissioner  
Department of Health and Human Services  
State of New Hampshire  
129 Pleasant Street  
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with JSI Research and Training Institute, Inc. d/b/a Community Health Institute, as described below and referenced as DoIT No. 2019-066.

This is a request to enter into a retroactive contract to conduct the Community Mental Health Consumer Survey required by the Center for Mental Health Services, Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services.

The amount of the contract is not to exceed \$168,522.00, and shall become effective retroactive to January 2, 2019 upon the date of Governor and Executive Council approval through December 31, 2020.

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

Sincerely,

Denis Goulet

DG/kaf  
DoIT #2019-066

cc: Bruce Smith, IT Manager, DoIT

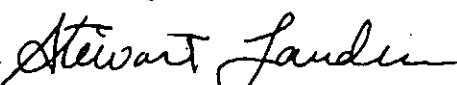
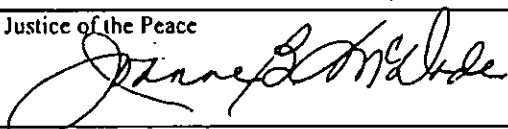
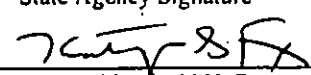
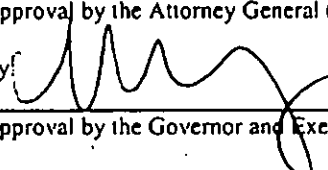
Subject: Community Mental Health Consumer Survey (RFP-2019-DBH-01-COMMU)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research and Training Institute, Inc. d/b/a Community Health Institute		1.4 Contractor Address 44 Farnsworth Street Boston, MA 02210	
1.5 Contractor Phone Number 617-482-9485	1.6 Account Number 10-092-922010-41210000-102-500731	1.7 Completion Date December 31, 2020	1.8 Price Limitation \$168,522
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory STEWART LANDIN : DIRECTOR, BOSTON HEALTH SERVICES	
1.13 Acknowledgement: State of <del>MASSACHUSETTS</del> County of <del>SUFFOLK</del> On 1/9/2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		1.13.2 Name and Title of Notary or Justice of the Peace JOANNE B. MCDADE, NOTARY PUBLIC	
1.14 State Agency Signature  Date: 1/14/19		1.15 Name and Title of State Agency Signatory Katy S Fox, Director	
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: 1/17/19			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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





## Scope of Services

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they shall provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.0. et seq.

### **2. Scope of Services**

- 2.1. The Contractor shall:
  - 2.1.1. Prepare and conduct a statistically valid consumer survey that ensures comparability with prior year results of the clients receiving services from the ten (10) New Hampshire Public Community Mental Health Centers;
  - 2.1.2. Provide the surveys via mail, web-based and telephone;
  - 2.1.3. Maintain and ensure consumers' confidentiality and security of transmitted data;
  - 2.1.4. Have policies and procedures in place to adequately train staff how to safeguard all client information as required by state rule and state and federal law;
  - 2.1.5. Analyze the survey data;
  - 2.1.6. Prepare and produce reports of the survey results for both statewide averages and Community Mental Health Center specific results; and
  - 2.1.7. Provide presentations to selected groups of the survey results.
  - 2.1.8. Provide progress updates to the Department at least once per month outlining status, obstacles and other relevant information on the work plan for each year's survey.

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## 2.2. Survey Questionnaire Development

- 2.2.1. The Contractor shall utilize Adult and Family Member New Hampshire Public Mental Health consumer satisfaction survey instruments consisting of Substance Abuse and Mental Health Services Administration (SAMHSA) required and Department added questions in two (2) modules. The Contractor shall ensure:
  - 2.2.1.1. Each module consists of approximately sixty (60) questions.
  - 2.2.1.2. One (1) module is designed for adults receiving services; and
  - 2.2.1.3. One (1) module is designed for the families of children who are receiving services.
- 2.2.2. The Contractor shall include an informed consent statement and instructions explaining how individuals and families are to complete and return the survey.
- 2.2.3. The Contractor shall review and provide feedback to the Department on Department-added questions for validity.
- 2.2.4. The Contractor shall increase the reliability of the survey by:
  - 2.2.4.1. Writing questions that are easily understood and are free from issues including, but not limited to double-barreled wordings and biased presentation of response categories.
  - 2.2.4.2. Calculating coefficient alphas for each domain score.
  - 2.2.4.3. Combining items that measure similar constructs into average scale scores.
- 2.2.5. The Contractor shall prepare translated versions of the questionnaires as provided by a qualified, human translator in Spanish and in other languages as directed by the Department.
- 2.2.6. The Contractor shall consult with the Department on the application of the current best practice data collection standards for Race, Ethnicity, and Language (REaL) and Sexual Orientation and Gender Identity (SOGI) data.
- 2.2.7. The Contractor shall prepare paper surveys that are in a scannable format to ensure reduction in data entry time and errors.
- 2.2.8. The Contractor shall print the required number of paper surveys.
- 2.2.9. The Contractor shall program the two (2) survey modules into the Contractor's Computer Assisted Telephone Interviewing (CATI) system.
- 2.2.10. The Contractor shall program the two (2) survey modules into a web-based survey program.



Exhibit A

- 2.2.11. The Contractor shall test each module in the CATI system and the web-based survey program to ensure that the questions and any skip instructions are identical to the paper versions.
- 2.2.12. The Contractor shall communicate the testing results to the Department prior to beginning telephone interviewing or web-based surveys.
- 2.2.13. The Contractor shall obtain approval from the Department prior to printing the surveys for:
  - 2.2.13.1. The final print-ready paper survey forms.
  - 2.2.13.2. Pre-notification and follow up letters.
  - 2.2.13.3. Letters accompanying the questionnaire.
- 2.2.14. The Contractor shall obtain approval from the Department prior to distributing the online surveys.

**2.3. Work Plan**

- 2.3.1. The Contractor shall submit a final project work plan that details how the survey for calendar year 2019 and for each subsequent survey year will be completed in accordance with the Work Plan Summary in Exhibit A-1.
- 2.3.2. The Contractor shall obtain Department approval to make changes to the Work Plan Summary in Exhibit A-1.
- 2.3.3. The Contractor shall ensure the work plan includes, but is not limited to a table which contains:
  - 2.3.3.1. Deliverables.
  - 2.3.3.2. Due Dates for Deliverables.
  - 2.3.3.3. Cost for each Deliverable.
  - 2.3.3.4. The person responsible for completion of each Deliverable.
  - 2.3.3.5. Any other items necessary to facilitate invoicing and progress reporting.
- 2.3.4. The Contractor shall complete and submit subsequent project work plans for Department approval by November 1 of each year starting in 2019, to conduct surveys for the following calendar years covered by the resulting Contract period.
- 2.3.5. The Contractor shall ensure one (1) individual is designated as a project manager who shall be the single point of contact and coordinator of all aspects of the project.
- 2.3.6. The Contractor shall participate in conference calls, as determined by the Department subject to the Contractor's availability, with the

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Department and other parties as needed to discuss progress, next steps and open items.

2.3.7. The Contractor shall conduct the consumer survey utilizing a methodology that includes, but is not limited to:

2.3.7.1. Producing statistically valid survey results;

2.3.7.2. Ensuring survey response rates achieved for each module are at least fifty (50) percent. Response rates shall be defined as the number of completed telephone, web-based, and paper questionnaires divided by the number of selected respondents with valid contact information;

2.3.7.3. Employing Dilmans' Tailored Design Method or other method as approved by the Department; and

#### 2.4. Survey Administration

2.4.1. The Contractor shall conduct the consumer survey utilizing the approach of mail, telephone and a proprietary confidential online survey.

2.4.2. The Contractor shall calculate the appropriate sample size to produce statistically valid survey results of the number of survey participants from each Community Mental Health Center (CMHC) so that the survey adequately represents the Department's eligible and open case population during the period of July 1, 2019 through December 31, 2019. The Contractor shall ensure:

2.4.2.1. The final responding sample size is adequate to provide a ninety-five percent (95%) confidence interval of plus or minus five percent (5%) when the proportion of respondents who agree or strongly agree is fifty percent (50%).

2.4.2.2. The sample is drawn in a manner that proportionally represents the population of each CMHC.

2.4.2.3. The sample is stratified and random to represent the age and gender distribution of each CMHC.

2.4.3. The Contractor shall submit survey methodology, data collection protocol, and a written sample design, no later than date identified in the work plan and prior to the start of sample selection, for Department approval.

2.4.4. The Contractor shall ensure the written sample design includes a sample size table that, at a minimum, contains:

2.4.4.1. The name of each Community Mental Health Center;

2.4.4.2. Estimated service population for each CMHC;

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- 2.4.4.3. Number of respondents to be selected from each CMHC;
- 2.4.4.4. Number of final respondents expected; and,
- 2.4.4.5. Expected confidence interval.
- 2.4.5. The Contractor shall contact the ten (10) Community Mental Health Centers no later than the date established in the work plan, to provide instructions on their role in the survey and the time-line for the survey.
- 2.4.6. The Contractor shall provide instruction and the protocol to the Community Mental Health Centers on how to generate a data set of current consumers who are eligible for services that shall include, but not be limited to:
  - 2.4.6.1. The number of survey participants to select;
  - 2.4.6.2. How to randomly select survey participants;
  - 2.4.6.3. Accurate contact information needed, which includes, but is not limited to:
    - 2.4.6.3.1. The names of consumers;
    - 2.4.6.3.2. Each consumer's contact information including:
      - 2.4.6.3.2.1. Mailing address;
      - 2.4.6.3.2.2. Phone number;
      - 2.4.6.3.2.3. Guardian's name with contact information;
      - 2.4.6.3.2.4. Parent's names for youth survey; and
      - 2.4.6.3.2.5. Primary language spoken.
- 2.4.7. The Contractor shall perform an initial USPS screening on the clients in both the Adult and Family Member samples as it is expected that a proportion of consumer addresses will not be up-to-date.
- 2.4.8. The Contractor shall work with the Department and the CMHCs to identify selected participants and best methods for reaching individuals who may be:
  - 2.4.8.1. Homeless.
  - 2.4.8.2. Racial/ethnic minorities or immigrants/refugees.
  - 2.4.8.3. Persons with low literacy.
  - 2.4.8.4. Persons whose primary language is not English.
- 2.4.9. The Contractor shall securely transmit data sets electronically to the CMHCs and the Department.
- 2.4.10. The Contractor shall utilize the Department's Secure File Transfer Protocol (SFTP) site with appropriate security and logins for CMHC's,

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the Department, and the Contractor to transmit confidential survey data and/or to transfer confidential client information.

- 2.4.11. The Contractor shall obtain the names of eligible consumers to be surveyed from the CMHCs; conduct the survey between January 1, 2019 and June 30, 2019; and offer the survey to the randomly selected consumers.

**2.5. Mail Protocol**

- 2.5.1. The Contractor shall mail a Department-approved pre-notification letter to selected respondents that includes the language assistance taglines, per Department guidance, explaining the purpose of the survey within ten (10) to fourteen (14) days before the first survey is mailed.

- 2.5.2. The Contractor shall mail the surveys to the selected consumers in their primary language.

- 2.5.3. The survey mailing shall include:

- 2.5.3.1. A Department-approved cover letter to the consumer in their primary language explaining:

2.5.3.1.1. The purpose of the survey.

2.5.3.1.2. The consumer's choice to consent to completing the survey.

2.5.3.1.3. A guarantee of confidentiality.

2.5.3.1.4. Contact procedures for questions or requests to be excluded from survey activities.

2.5.3.1.5. How to complete the survey.

2.5.3.1.6. When and how to return the survey.

- 2.5.3.2. A prepaid addressed envelope for the consumer to return the completed survey to the Contractor by mail.

- 2.5.3.3. A five dollar (\$5.00) cash upfront incentive.

- 2.5.3.4. The paper survey instrument appropriate for the household.

- 2.5.3.5. The language assistance taglines insert per Department guidance.

- 2.5.3.6. Directions for completing the questionnaire on the web, if the selected consumer wishes to do so.

- 2.5.3.7. A web address, username and password for the web-based questionnaire, which shall be unique to the selected consumer.



Exhibit A

- 2.5.4. The Contractor shall follow up with consumers who do not respond within the timeframes established in the approved project work plan by sending a Department-approved reminder to complete the survey.
- 2.5.5. The Contractor shall scan returned, completed paper surveys using scanning software or another system, as approved by the Department.
- 2.5.6. The Contractor shall resolve issues of light marks, double marks and scratched out/erased marks on the paper surveys.
- 2.5.7. The Contractor shall program parameters for each survey item into the scanning software to prevent key stroke errors and out-of-range responses.

**2.6. Telephone Protocol**

- 2.6.1. The Contractor shall identify consumers who have not responded to the paper survey within the timeframes defined in the project work plan and place telephone calls to those individuals a minimum of three (3) times or until an interview is completed or a refusal to complete the survey and/or interview is received.
- 2.6.2. The Contractor shall utilize a script to ensure:
  - 2.6.2.1. The identity of the consumer is clear.
  - 2.6.2.2. No confidential consumer information is inadvertently provided to another individual answering the telephone.
- 2.6.3. The Contractor shall ensure that appropriate consent is obtained from the consumer prior to obtaining any protected health information (PHI) over the telephone.
- 2.6.4. The Contractor shall encourage consumers reached by telephone to complete the questionnaire at that time using the Contractor's CATI system, the approved telephone methodology, and the questionnaire.
- 2.6.5. The Contractor shall provide CATI questionnaires and qualified interviewers to conduct the interview in the respondent's primary language, either by qualified bilingual staff or with the assistance of qualified over-the-phone interpreters.
- 2.6.6. The Contractor shall ensure all interviewers are experienced and have training that includes, but is not limited to:
  - 2.6.6.1. Non-directive interviewing methods;
  - 2.6.6.2. Maintaining respondent confidentiality; and
  - 2.6.6.3. Interviewing survey respondents who are mental health clients.
- 2.6.7. The Contractor shall maintain phone logs that shall include, but not be limited to:

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Exhibit A

- 2.6.7.1. The telephone number;
- 2.6.7.2. Date and time of call(s);
- 2.6.7.3. Name of the person making the call;
- 2.6.7.4. Reason for the call; and
- 2.6.7.5. Outcome of the call.

2.6.8. The Contractor shall unobtrusively monitor ten percent (10%) of interviews for the purpose of quality assurance and providing feedback to interviewers.

**2.7. Internet Web-Based Protocol**

2.7.1. The Contractor shall develop Department-approved electronic versions of the questionnaires that are accessible to the selected consumers on a secure web site by the date indicated in the approved work plan.

2.7.2. The Contractor shall ensure the questionnaire is available in English and Spanish, as well as any additional languages as determined by the Department; with all questionnaires translated by qualified, human translators per paragraph 2.2.5.

2.7.3. The Contractor shall ensure the web-based questionnaire includes, but is not limited to:

- 2.7.3.1. An entry page with an explanation of the survey;
- 2.7.3.2. Assurance of confidentiality;
- 2.7.3.3. Instructions on how to complete the questionnaire;
- 2.7.3.4. Appropriate skip patterns to allow the consumer to complete the questionnaire in stages;
- 2.7.3.5. Programming so that the consumer is unable to complete the questionnaire more than once; and
- 2.7.3.6. A link on the entry page that takes the consumer to a page with information about the Contractor, including contact information with a toll free number to call with questions and an email address.

2.7.4. The Contractor agrees that if the website is used to solicit information of individuals, the Contractor shall work with the DHHS Communications Bureau to ensure that any website designed, created, or managed on behalf of DHHS meets all NH DoIT website and social media requirements and policies and that any protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website, shall not be maintained, stored or captured and shall not be further disclosed except as expressly provided in the contract.





Exhibit A

- 2.7.4.1. The solicitation or disclosure of any PHI, PI, or other confidential information shall be subject to the requirements in Exhibit K, Exhibit I, and all applicable state rules, or state or federal law.
- 2.7.4.2. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.
- 2.7.5. The Contractor shall use firewall protection and use Secure Socket Layer (SSL).
- 2.7.6. The Contractor shall be able to link each questionnaire completed for each username and password to the consumer information contained in the Contractor's data management system.
- 2.7.7. The Contractor shall collect the survey data from each survey, keeping the consumer name confidential, and prepare an electronic data file.
- 2.7.8. The Contractor shall ensure the consumer survey remains statistically valid by the standards of the Contractor, the Department and the Community Mental Health Centers.
- 2.7.9. The Contractor shall establish Department-approved guidelines to determine if a completed survey is unusable.
- 2.7.10. The Contractor shall supervise the collection process to ensure that all data is gathered according to the protocol.
- 2.7.11. The Contractor shall compile and maintain data from completed surveys, to be utilized in completion of statistical analysis for reporting as outlined in Section 3, Reporting and Deliverable Requirements.
- 2.8. **Training and Protocol For Working With Mental Health Clients**
  - 2.8.1. The Contractor shall develop a written protocol for working with respondents who are mental health clients, and submit it to the Department for approval by the date identified in the approved work plan.
  - 2.8.2. The Contractor shall utilize the written protocol developed and approved by the Department for working with respondents who are mental health clients and for making appropriate referrals to a Departmental Behavioral Health staff member or other Department approved resource as needed.
  - 2.8.3. The Contractor shall ensure all staff interacting with survey respondents are properly trained in working with mental health clients which includes, but is not limited to:

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- 2.8.3.1. Training in the protocol for handling clients that may be agitated.
- 2.8.3.2. How to make appropriate referrals for agitated clients to a Departmental Behavioral Health staff member.
- 2.8.3.3. Training in non-directive interviewing methods.
- 2.8.3.4. Training on how to maintain the confidentiality of all information collected.

**2.9. Data Collection and Data File Development**

- 2.9.1. The Contractor shall collect the survey data, keeping all potentially identifying consumer information confidential, and shall prepare an electronic data file with respondent-level response data for all survey questions, along with a document indicating the file layout of the data file.
- 2.9.2. The Contractor shall ensure process integrity at all times and at all levels (Department and CMHC), following the approved survey protocol.
- 2.9.3. The Contractor shall establish Department-approved guidelines to determine if a returned survey is complete or unusable.
- 2.9.4. The Contractor shall supervise the collection process to ensure that all data is gathered according to the specific protocol for the survey as approved by the Department.
- 2.9.5. The Contractor shall develop a survey codebook and data dictionary for both surveys to document the variable names and response value coding assigned for each question.
- 2.9.6. The Contractor shall prepare and submit to the Department:
  - 2.9.6.1. The final survey files.
  - 2.9.6.2. Codebooks and data dictionaries.
  - 2.9.6.3. Documentation of sampling strategy.
  - 2.9.6.4. Weighting methods.
  - 2.9.6.5. Statistical analysis procedures.
- 2.9.7. The Contractor shall enter longer open-ended answers into an Excel spreadsheet and submit them to the Department.
- 2.9.8. The Contractor shall compile and maintain data from completed surveys in order to complete statistical analysis for reporting as described in Subsection 2.11; Analysis Requirements.
- 2.9.9. The Contractor shall ensure any database used for analysis purposes does not have names or addresses of consumers on the file.

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2.9.10. The Contractor shall provide final electronic survey data to the Department upon completion of the survey results report. The Contractor shall ensure data files include, but are not limited to:

2.9.10.1. A file in .csv format containing individual respondent level responses for each question.

2.9.10.2. Identification of any weighting and sample design variables needed to complete the analysis.

2.9.10.3. Identification of the CMHC from which the respondent was selected.

2.9.10.4. Demographic characteristics obtained.

2.9.10.5. A Microsoft Excel workbook with separate tabs for:

2.9.10.5.1. The tabular weighted frequencies and ninety-five percent (95%) confidence intervals for each question and for any composite or calculated measures.

2.9.10.5.2. Responses to open ended questions.

2.9.10.5.3. Corrected consumer contact information.

2.9.10.5.4. Each CMHC that includes, but is not limited to:

2.9.10.5.4.1. The number of respondents selected;

2.9.10.5.4.2. The final number of respondents with completed surveys;

2.9.10.5.4.3. The number of selected respondents with unusable contact information;

2.9.10.5.4.4. The number of surveys that were incomplete or unusable; and

2.9.10.5.4.5. The response rate.

**2.10. Data Confidentiality and Retention**

2.10.1. The Contractor shall develop and utilize a Department-approved plan for data security, confidentiality, disaster recovery, and remote back up procedures.

2.10.2. The Contractor shall utilize methods to ensure all data is securely and confidentially maintained, which includes but is not limited to:

2.10.2.1. Maintaining paper records in locked rooms and cabinets.

2.10.2.2. Ensuring password protections are implemented on work stations and servers.

2.10.2.3. Encrypting any portable devices;

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- 2.10.2.4. Limiting access such that individuals are only able to access information and resources that are necessary for legitimate purpose.
- 2.10.2.5. Limiting staff access to only those sections necessary for conducting staff functions.
- 2.10.2.6. Ensuring policies and procedures are in place that ensure appropriate training of staff for safeguarding confidentiality of the data.
- 2.10.3. The Contractor shall securely store the completed paper surveys, the web surveys, and the results of the CATI interviews for up to one (1) year after the survey is completed.
- 2.10.4. The Contractor shall properly destroy the paper surveys and the files containing survey results upon one (1) year after the survey is completed and only upon receiving Department approval for destruction of survey results.
- 2.10.5. The Contractor shall utilize a secure encrypted process to receive and send data securely, which allows the Department and CMHCs to transfer information to the Contractor.
- 2.10.6. The Contractor shall encrypt any personally identifiable information that is in transit and/or at rest.
- 2.11. **Analysis Requirements**
  - 2.11.1. The Contractor shall provide survey results to the Department in the timeframe established in the project work plan as listed in Exhibit A-1.
  - 2.11.2. The Contractor shall utilize a Department-approved analysis and reporting plan.
  - 2.11.3. The Contractor shall complete statistical analysis of the survey data including, but not limited to:
    - 2.11.3.1. Demographics of the population.
    - 2.11.3.2. Service Provision.
    - 2.11.3.3. Participation with Treatment Team.
    - 2.11.3.4. General Satisfaction.
    - 2.11.3.5. Quality of Services.
    - 2.11.3.6. Social Connections.
    - 2.11.3.7. Function and Outcomes.
    - 2.11.3.8. Any standard measures required by SAMHSA.



- 2.11.4. The Contractor shall, as part of the statistical analysis, calculate and display confidence intervals for survey estimates and perform significance testing comparing:
  - 2.11.4.1. CMHC current performance to prior years' performances and to the Department's average performance.
  - 2.11.4.2. The Department's average performance to prior years' performances.
- 2.11.5. The Contractor shall ensure confidence intervals and statistical testing are adjusted for sample design and weighting, as statistically appropriate.
- 2.11.6. The Contractor shall ensure survey data, reports, and any other information regarding the survey is released to the Department only.
- 2.11.7. The Contractor utilize a detailed data analysis plan as approved by the Department that includes, but is not limited to:
  - 2.11.7.1. Weighting survey data to account for sampling design.
  - 2.11.7.2. Descriptive frequencies to describe the sample of respondents.
  - 2.11.7.3. Client satisfaction domain and item-specific scores analyses.
  - 2.11.7.4. Subgroup analyses.
  - 2.11.7.5. CMHC-specific analyses.
  - 2.11.7.6. Trend analyses.
  - 2.11.7.7. Statistical testing.
  - 2.11.7.8. Behavioral outcomes including, but not limited to:
    - 2.11.7.8.1. Arrests and encounters with police.
    - 2.11.7.8.2. Participation in social activities.
    - 2.11.7.8.3. School attendance and/or expulsions or suspensions.
  - 2.11.7.9. Quantitative analyses of open-ended questions.
  - 2.11.7.10. Summary data reports.
  - 2.11.7.11. Individualized program reports.
- 2.12. In Person Presentations of Survey Results
  - 2.12.1. The Contractor shall provide up to three (3) formal, in-person presentations to the Department, selected stakeholders, such as the Chief Executive Officers of the CMHCs, and the New Hampshire Mental Health Planning and Advisory Council following the annual report submission which:

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- 2.12.1.1. Are approximately sixty (60) to ninety (90) minutes in length.
- 2.12.1.2. Include the survey results and reports.
- 2.12.1.3. Provide answers to any questions during the presentations.
- 2.12.2. The Contractor may use written, verbal, and electronic media to present the survey results.
- 2.12.3. The Contractor may be required to provide additional presentations to other stakeholders, as directed by the Department.
- 2.13. Data and Documents Requirements
  - 2.13.1. The Contractor agrees that ownership of all data collected for, and analysis resulting from this survey, belongs exclusively to the Department.
  - 2.13.2. The Contractor shall include, "Credits" on all documents, notices, press releases, research reports and other materials, in accordance with Exhibit C, Paragraph 13.
  - 2.13.3. The Contractor agrees to, "Prior Approval and Copyright Ownership", in accordance with Exhibit C, Paragraph 14.

### 3. Reporting Requirements

- 3.1. The Contractor shall provide, upon approval of the Department, printed Consumer Survey Reports that are:
  - 3.1.1. Coil bound.
  - 3.1.2. Have light card stock covers.
- 3.2. The Contractor shall develop a statewide report of survey results that includes annual reports of trending data for the current year as well as the previous three (3) years for each of the ten (10) Community Mental Health Centers.
- 3.3. The Contractor shall submit Consumer Survey Report drafts for Department review, by October 1, 2019.
- 3.4. The Contractor shall provide all reports as PDFs and ensure:
  - 3.4.1. Reports are proofread by the Department prior to printing or distribution.
  - 3.4.2. All graphics are consistently formatted.
  - 3.4.3. Adequate spacing.
  - 3.4.4. Legibility.
  - 3.4.5. Professional presentation.
  - 3.4.6. Color charts are utilized.

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- 3.5. The Contractor shall design the reports to document, in common English, beyond statistical tables, the interpretation of the results in a manner that is easily understood by CMHC staff, DHHS program staff and the general public who may have little to no knowledge in research, program or evaluation.
- 3.6. The Contractor shall submit one (1) report that summarizes the statistical analysis defined in Section 2.11 for Department approval by the date defined in the work plan as listed in Exhibit A-1.
- 3.7. The Contractor shall complete the Uniform Reporting System (URS) tables 9, 11, 11A, 19A, and 19B on the required reports, as established by the National Research Institute, Inc. (NRI) or the Center for Mental Health Services/Substance Abuse and Mental Health Services Administration (CMHS/SAMHSA).
- 3.8. The Contractor shall prepare other reports as requested by the Department.

#### 4. Performance Measures

- 4.1. The Contractor shall ensure survey response rates achieved for each module are at least fifty percent (50%).
- 4.2. The Contractor shall unobtrusively monitor ten percent (10%) of interviews for the purpose of quality assurance and provide feedback to interviewers.
- 4.3. The Contractor shall ensure ninety-five percent (95%) confidence intervals for each question and for any composite or calculated measures.

#### 5. Deliverables

- 5.1. The Contractor shall provide deliverables to the Department in the timeframe established in the project work plan as listed in Exhibit A-1.

Exhibit A-1

\* Dates are subject to change dependent upon the approval date of the contract by the Governor and Executive Council and by Department approval.

Work Plan for Calendar Year 2019 and Calendar Year 2020		
Activity/Deliverable		Due Date
1	Written and approved work plan	2/8
2	Written and approved plan for data security and confidentiality, disaster recovery, and remote backup procedures	2/12
3	Written and approved survey methodology and data collection protocol	2/15
4a	Total eligible sample numbers received by JSI from DHHS	2/20
4b	Approved sample methodology	2/25
4c	Database transferred to JSI with: -CMHC -Unique client ID -Demographic variables	3/4
4d	JSI selects samples	3/8
4e	JSI sends DHHS selected IDs	3/8
4f	DHHS posts selected IDs to CMHC folders	3/8
4g	CMHCs add corresponding client information: -Name -Addresses -Phone numbers -Primary language -homeless	3/22
4h	JSI compiles complete data base of selected samples from 10 CMHCs	3/25
4i	JSI completes drawing of the sample	3/29
5a	Written and approved final print ready paper survey	3/6
5b	Programmed and approved final web survey	3/15
5c	Written and approved final telephone follow up protocol using web survey	6/3
5d	Department approved all client letters	3/20
6	Department approved training and protocol for working with mental health clients	6/3
7	Pre-notification results letter	4/2-4/9
	Survey + cash incentive	4/22-4/23
	Reminder letter	5/6-5/7
	Second survey	5/20-5/21
	Second reminder letter	6/3-6/4
	Telephone follow-up	6/17 - 8/23
8	Written and approved analysis plan including DHHS guidelines to determine if a returned survey is complete or unusable	8/9
9	Completed and approved data collection and data compilation	9/6
10	Draft of public mental consumer survey report	10/1



Exhibit A-1

11a	JSI transfers a Microsoft Excel file containing responses to open ended questions	10/18
11b	JSI transfers a Microsoft Excel file containing corrected consumer contact information	10/18
12	Completed and Approved Uniform Reporting System (URS) Tables 9, 11, 11a, 19a, and 19b on the required reports	10/28
13	Approved final electronic survey data delivered to DHHS	11/4
14a	JSI produces a .csv file containing: -Individual respondent-level responses for each question -Weighting and sample design variables need for analysis -CMHC the respondent was selected from -Demographic characteristics obtained from the survey questions or CMHC's	12/2
14b	JSI produces a Microsoft Excel file with tabular weighted frequencies and 95% confidence intervals for each question and any composite or calculated measures	11/15
14c	JSI transfers a Microsoft Excel file for each CMHC containing: -Number of respondents selected -Number of respondents with completed surveys -Number of respondents with unusable contact information -Number of surveys that were incomplete or unusable -Response rate	12/2
15	Written and approved final public mental health consumer survey report delivered electronically to DHHS	12/13
16	Delivered and approved printed reports (less than 50)	12/30
17	Completed and Approved Onsite Presentations (up to 3)	12/20



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, General Provisions Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
2. This agreement is funded with Other Funds.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Payment for said services shall be made as follows:
  - 4.1. The Contractor shall keep detailed records of their activities related to DHHS-funded programs and services.
  - 4.2. The Contractor shall be reimbursed, up to the maximum allowable price, for actual activities provided and approved by the Department according to the Cost deliverables in Exhibit B-1 and the Time deliverables in Exhibit A-1.
  - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for services provided pursuant to this Agreement.
  - 4.4. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.5. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 4.6. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 4.7. 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.
  - 4.8. The Contractor shall submit the final invoice to the Department no later than forty (40) days after the contract completion date identified in Form P-37, General Provisions, Block 1.7, Completion Date.
  - 4.9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Beth.Nichols@dhhs.nh.gov](mailto:Beth.Nichols@dhhs.nh.gov), or invoices may be mailed to:  
MHBG State Planner  
Department of Health and Human Services  
Division of Behavioral Health, Bureau of Mental Health Services  
105 Pleasant Street  
Concord, NH 03301
  - 4.10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
5. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1

Cost per Deliverables per year for Calendar Year 2019 and Calendar Year 2020		
Activity/Deliverable		Cost
1	Written and approved work plan	\$ 1,800.00
2	Written an approved plan for data security and confidentiality, disaster recovery, and remote backup procedures	\$ 1,000.00
3	Written and approved survey methodology and data collection protocol	\$ 2,000.00
4a	Total eligible sample numbers received by JSI from DHHS	
4b	Approved sample methodology	\$ 2,000.00
4c	Database transferred to JSI with: -CMHC -Unique client ID -Demographic variables	
4d	JSI selects samples	\$ 1,000.00
4e	JSI sends DHHS selected IDs	\$ 2,000.00
4f	DHHS posts selected IDs to CMHC folders	
4g	CMHCs add corresponding client information: -Name -Addresses -Phone numbers -Primary language -homeless	
4h	JSI compiles complete data base of selected samples from 10 CMHCs	\$ 2,000.00
4i	JSI completes drawing of the sample	\$ 2,000.00
5a	Written and approved final print ready paper survey	\$ 3,000.00
5b	Programmed and approved final web survey	\$ 3,000.00
5c	Written and approved final telephone follow up protocol using web survey	\$ 2,000.00
5d	Department approved all client letters	\$ 1,000.00
6	Department approved training and protocol for working with mental health clients	\$ 1,000.00
7	Pre-notification results letter	\$ 45,000.00
	Survey + cash incentive	
	Reminder letter	
	Second survey	
	Second reminder letter	
	Telephone follow-up	
8	Written and approved analysis plan including DHHS guidelines to determine if a returned survey is complete or unusable	\$ 1,000.00
9	Completed and approved data collection and data compilation	\$ 1,200.00
10	Draft of public mental consumer survey report	\$ 2,200.00

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Exhibit B-1

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## Exhibit B-1

11a	JSI transfers a Microsoft Excel file containing responses to open ended questions	\$ 500.00
11b	JSI transfers a Microsoft Excel file containing corrected consumer contact information	\$ 500.00
12	Completed and Approved Uniform Reporting System (URS) Tables 9, 11, 11a, 19a, and 19b on the required reports	\$ 1,000.00
13	Approved final-electronic survey data delivered to DHHS	\$ 500.00
14a	JSI produces a .csv file containing: -Individual respondent-level responses for each question -Weighting and sample design variables need for analysis -CMHC the respondent was selected from -Demographic characteristics obtained from the survey questions or CMHC's	\$ 2,000.00
14b	JSI produces a Microsoft Excel file with tabular weighted frequencies and 95% confidence intervals for each question and any composite or calculated measures	\$ 2,500.00
14c	JSI transfers a Microsoft Excel file for each CMHC containing: -Number of respondents selected -Number of respondents with completed surveys -Number of respondents with unusable contact information -Number of surveys that were incomplete or unusable -Response rate	\$ 3,000.00
15	Written and approved final public mental health consumer survey report delivered electronically to DHHS	\$ 500.00
16	Delivered and approved printed reports (less than 50)	\$ 300.00
17	Completed and Approved Onsite Presentations (up to 3)	\$ 261.00
TOTAL COST PER YEAR		\$ 84,261.00
Total Cost for Calendar Year 2019 and Calendar Year 2020		\$ 168,522.00

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### 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;

Exhibit C -- Special Provisions

Contractor Initials

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New Hampshire Department of Health and Human Services  
Exhibit C



- 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.

Exhibit C - Special Provisions

Contractor Initials

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New Hampshire Department of Health and Human Services  
Exhibit C



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

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

Exhibit C - Special Provisions

Contractor Initials

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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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



New Hampshire Department of Health and Human Services  
Exhibit C



- 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.

**20. Contract Definitions:**

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, 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.

1.2. Section 10, 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.

2. **Renewal**

- 2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES 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

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1/9/19

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.**

Date 6/9/19

Stewart Lanser  
Name: **STEWART LANSE**  
Title: **DIRECTOR, BOSTON HEALTH SERVICES**



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: **JSI RESEARCH & TRAINING  
INSTITUTE INC.**

1/9/19  
Date

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



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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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New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: **JSI RESEARCH + TRAINING  
INSTITUTE INC.**

Date 1/9/19

Stewart Landis  
Name: **STEWART LANDIS**  
Title: **DIRECTOR, BOSTON HEALTH SERVICES**



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

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

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

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

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

Exhibit G

Contractor Initials SL

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



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: **JSI RESEARCH + TRAINING  
INSTITUTE INC.**

Date

1/9/19

Name:  
Title:

Stewart Landras  
**STEWART LANDRAS**  
**DIRECTOR, BOSTON HEALTH SERVICE**

Exhibit G

Contractor Initials

SL

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

Date

1/9/19



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: **JSI RESEARCH + TRAINING  
INSTITUTE INC.**

Date

1/9/19

Name: Stewart L. Lander  
Title: DIRECTOR, BOSTON HEALTH SERVICES



Exhibit I

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

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

(1) **Definitions.**

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

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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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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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

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Contractor Initials

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Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services

The State

Katja S Fox

Signature of Authorized Representative

Katja S Fox

Name of Authorized Representative

Director

Title of Authorized Representative

1/14/19

Date

JSI RESEARCH + TRAINING  
INSTITUTE INC.

Name of the Contractor

Stewart Landers

Signature of Authorized Representative

STEWART LANDERS

Name of Authorized Representative

DIRECTOR BOSTON HEALTH SERVICES

Title of Authorized Representative

1/9/19

Date





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

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

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

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

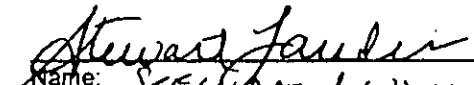
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: **JSI RESEARCH +  
TRAINING INSTITUTE INC.**

Date 1/9/19

  
Name: **STEWART LANDERS**  
Title: **DIRECTOR, BOSTON HEALTH SERVICES**

New Hampshire Department of Health and Human Services  
Exhibit J



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?

X NO \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO \_\_\_\_\_ YES

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

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

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

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

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# 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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**DHHS Information Security Requirements**



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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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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

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

**A. Retention**

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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