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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF MEDICAID BUSINESS AND POLICY**

Nicholas A. Toumpas  
 Commissioner

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Kathleen A. Dunn  
 Associate Commissioner

June 4, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health to exercise a renewal option to an existing agreement with JSI Research & Training Institute, Inc. d/b/a Community Health Institute (CHI), 161611B001, 501 South Street, 2nd Floor Bow, NH 03304, to continue providing Technical Assistance and Evaluation Services for the New Hampshire Center for Excellence to the Bureau of Drug and Alcohol Services and its contractors, by increasing the total price limitation by \$223,749 from \$777,700 to an amount not to exceed \$1,001,449 and extending the completion date from June 30, 2015 to December 31, 2015, effective July 1, 2015, or the date of Governor and Council approval, whichever is later. These agreements were originally approved by Governor and Council on June 19, 2013 (Item #135) and Amended on April 9, 2014 (Item #48), and on August 8, 2014 approved by the Attorney General. 48% Federal and 52% General.

Funds are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget, 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.

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Current Budget	Increase/Decrease	Revised Budget Total
SFY 2014	102-500734	Contracts for Prog Svc	\$235,000	\$0	\$235,000
SFY 2015	102-500734	Contracts for Prog Svc	\$197,900	\$0	\$197,900
SFY 2016	102-500734	Contracts for Prog Svc	\$0	\$50,000	\$50,000
		Sub-Total	\$432,900	\$50,000	\$482,900

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

Fiscal Year	Class/Object	Class Title	Current Budget	Increase/Decrease	Revised Budget Total
SFY 2014	102-500734	Contracts for Prog Svc	\$172,400	\$0	\$172,400
SFY 2015	102-500734	Contracts for Prog Svc	\$172,400	\$0	\$172,400
SFY 2016	102-500734	Contracts for Prog Svc	\$0	\$173,749	\$173,749
		Sub-Total	\$344,800	\$173,749	\$518,549
		Total	\$777,700	\$223,749	\$1,001,449

### EXPLANATION

Approval of this Amendment will allow the Department to continue to provide Technical Assistance and evaluation to the Bureau of Drug and Alcohol Services and its contracted Alcohol and other Drug Prevention, Intervention, Treatment and Recovery Support Providers. The technical assistance and training provided by this Contractor will enhance the implementation of policies, programs, and practices that improve outcomes of prevention, intervention, treatment and recovery support service activities to mitigate alcohol and other drug misuse and abuse and its social, health, and behavioral consequences for citizens of New Hampshire. Additionally, this Amendment includes technical assistance and training to contracted treatment providers in developing a work plan to integrate the medication assisted treatment with buprenorphine into the contracted services. Buprenorphine, often sold under the brand names Suboxone or Subutex, is a medication that has been shown to increase treatment adherence and reduce the risk of relapse for individuals with Opioid Use Disorders when paired with clinically appropriate behavioral health treatment.

This Contractor was selected through a competitive bid process.

The original Agreement and Governor and Council letter contains an option to renew the contract for two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council. The Department and the Contractor have agreed to extend the contract for six additional months.

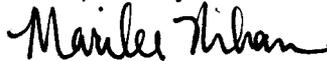
Should Governor and Council determine not to approve this Request, the Bureau of Drug and Alcohol Services would be out of compliance with our federal grants in regards to not collecting and analyzing sub grantees implementation data strategies and not providing technical assistance toward evidenced based practices.

Area served: Statewide

Source of Funds: 48% Federal Funds from United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Strategic Prevention Framework Partnership for Success II Grant CFDA #93.243 and FAIN #SP019425 and 52% funds from the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment.

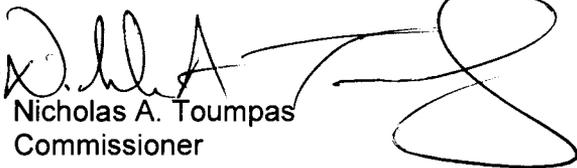
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



*KAD*  
Kathleen A. Dunn, MPH  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Center for Excellence Contract**

This third Amendment to the Center for Excellence contract (hereinafter referred to as "Amendment #3") dated May 12, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and JSI Research & Training Institute, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 501 South Street, 2<sup>nd</sup> Floor, Bow, NH, 03304.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 19, 2013 (Item #135) (hereinafter referred to as the "Contract") and amended by an agreement (Amendment #1 to the Contract) approved by Governor and Executive Council on April 9, 2014 (Item #48), and (Amendment #2 to the Contract) approved by the Attorney General on August 8, 2014, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date six (6) months, and to increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$1,001,449.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Delete in its entirety Exhibit B Amendment #1, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #2, Method and Conditions Precedent to Payment.
8. Add Exhibit B-3.
9. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.



**New Hampshire Department of Health and Human Services  
NH Center for Excellence**

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10. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, by extending the Period Covered by this Certification, to June 30, 2017.
11. Amend Standard Exhibit E, Certification Regarding Lobbying, by extending the Contract Period, to June 30, 2017.
12. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
13. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



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

6/5/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

JSI Research & Training Institute, Inc.

May 21, 2015  
Date

[Signature]  
NAME Jonathan Stewart  
TITLE Regional Director

Acknowledgement:

State of New Hampshire, County of Merrimack on May 21, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
DEBRA L. LOVE, Notary Public  
My Commission Expires October 16, 2018  
Name and Title of Notary or Justice of the Peace



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

OFFICE OF THE ATTORNEY GENERAL

4/9/15  
Date

Name: Melissa A. V. [unclear]  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



**Exhibit A Amendment #1**  
**Scope of Services**

**1. General Provisions**

- A) The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:
- 1) Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
  - 2) All services provided pursuant to this Agreement shall be subject to the most current proposed or formalized rules and regulations promulgated by the Bureau of Drug and Alcohol Services (BDAS) pursuant to RSA 541 A.
  - 3) The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B N.H. RSA 318 B: 12 and N.H. RSA 172:8-A.
- B) Relevant Policies and Guidelines
- 1) The Contractor shall maintain and promote a written policy for supporting a substance free workplace. This policy shall include a written statement regarding rules pertaining to alcohol, tobacco, and other drugs.
  - 2) The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire Bureau of Drug and Alcohol Services (BDAS), any of its agencies, or any of its officers, and the Contractor.
  - 3) Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform BDAS before initiating any research related to this contract.
- C) Culturally and Linguistically Appropriate Standards of Care  
DHHS recognizes that culture and language have considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in efforts to access services, which may be exacerbated during emergencies. To ensure equal access, DHHS expects the contractor(s) to provide culturally and linguistically appropriate services according to the following guidelines:
- 1) Assess the ethnic/cultural needs, resources and assets of their community and region;
  - 2) Plan to address any health disparities identified in the implementation of the regional plan(s) and / or programs;
  - 3) Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment;
  - 4) Offer consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response;
  - 5) Provide interpretation/communication assistance services for those individuals who need it (including but not limited to individuals who are deaf, hard of hearing, blind, visually or speech impaired, have limited English proficiency (LEP) or low literacy skills)
- D) Publications Funded Under Contract
- 1) All products produced under this contract are in the public domain.
  - 2) All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DCBCS before printing, production, distribution, or use.
  - 3) The Contractor shall credit DHHS BDAS on all materials produced under this contract.

**2. Minimum Standards of Core Services**

- A) Contractors Minimum Required Services and Performance Measures
- 1) Shall develop and implement Communities of Practice as requested by the Bureau of Drug and Alcohol Services. Topics may include, but are not limited to utilization of American Society of Addiction Medicine Criteria (October, 2013) and Medication Assisted Treatment.



**Exhibit A Amendment #1**

- 2) Shall conduct process evaluation of the Communities of Practice as whole as well as individual components.
- 3) Shall work with BDAS to develop a plan and initiate training and technical assistance to Community Health Centers as they develop their capacity to provide Screening, Brief Intervention and Referral to Treatment (SBIRT).
- 4) Shall provide technical assistance to contracted treatment providers in developing a workplan to integrate medication assisted treatment with buprenorphine into contracted treatment services.
- 5) Shall develop and implement sector-specific trainings in collaboration with the contracted training provider.
- 6) Shall prepare and publish reports using data supplied by BDAS and other sources.
- 7) Shall translate data into a variety of formats for use by diverse audiences.
- 8) Shall identify, engage and retrieve data sets from a diverse group of suppliers or relevant data.
- 9) Shall Develop and publish a system level annual status report for NH each year.
- 10) Shall assist BDAS in helping contracted providers to meet the Substance Abuse Prevention & Treatment Federal Block Grant (SAPT Block Grant) requirements including but not limited to the following priority areas:
  - i) Substance use disorder (SUD) treatment and interim services targeting pregnant women
  - ii) SUD services for parenting women with minor children
  - iii) SUD services targeting injection drug users
  - iv) SUD services targeting individuals diagnosed with HIV/AIDS, Tuberculosis, and Viral Hepatitis
  - v) Conducting an Independent Peer Review of 5% of treatment contractors per state fiscal year
  - vi) Assisting BDAS and its treatment providers in meeting National Outcome Measures (NOMS) for treatment in:
    - (1) Improved client employment and/or education,
    - (2) Improved stable housing,
    - (3) Increased abstinence from alcohol and/or drugs, and
    - (4) Increased use of social and recovery supports
  - vii) Assisting BDAS and its Prevention providers in meeting NOMS for Prevention:
    - (1) Persons Served or Reached by Institute Of Medicine (IOM) category
    - (2) Number of Evidence-Based Programs and Strategies
    - (3) Relative Cost of Evidence-Based Strategies, and
    - (4) Percentage of total Block Grant prevention dollars spent per Center for Substance Abuse Prevention (CSAP) strategy, IOM category and EBI and Best Practices Improvement in overall services that impact population change
- 11) Shall provide support of a professional website making current information available to BDAS contractors, community members, local coalitions, and other individuals concerned about Substance Misuse, Abuse, Prevention, Treatment and Recovery. Required work includes checking web site three times a week, updating and/or creating web content, posting documents as needed or requested by BDAS, posting banners linked to content-related pages, and posting relevant events and trainings.
- 12) Shall work with the agencies jointly funded by the NH Department of Public Health Services (DPHS) BDAS to provide training and TA services that include, but are not limited to, Regional Public Health Networks and supporting the development and strengthening of the Regional Public Health Advisory Committees to better serve the region in improving health outcomes and engaging key community sectors.
- 13) Shall develop and implement tools, surveys, and other resources to be utilized at the local, regional, and state level for evaluation.
- 14) Shall collect and analyze the data collected utilizing the above mentioned tools, surveys and other resources.
- 15) Shall conduct fidelity audits and evaluation of Evidence Based Interventions and Best Practice Programs and Policies.
- 16) Will complete grant applications on behalf of BDAS.



**Exhibit A Amendment #1**

- 17) Shall facilitate and maintain a panel of informed experts in the field of Alcohol, Tobacco, and other Drug prevention to meet the requirements of Substance Abuse & Mental health Services Administration's Service to Science guidelines.
- 18) Shall integrate the principles of a Resiliency and Recovery-Oriented System of Care into all the services provided to BDAS and its contractors.
- 19) Shall assist treatment providers in developing the infrastructure, systems, policies, and procedures necessary to utilize diverse payors, including but not limited to Federal and State programs and private insurers.
- 20) Shall assist in the development and expansion of the infrastructure for specialty substance use disorders treatment in New Hampshire.
- 21) Shall provide administrative logistical support for the State Epidemiological Outcomes Workgroup (SEOW)
  - i) Recruit and convene SEOW members to meet at minimum 4 a year
  - ii) Record minutes at each meeting and maintain all SEOW records
  - iii) Distribute minutes to members
  - iv) Conduct the SEOW as collaborative
  - v) Produce SEOW reports as requested by BDAS and the Governor's Commission
- 22) Shall provide Training and Technical Assistance (T/TA) and evaluation for the Continuum of Care, Resiliency Recovery System of Care
  - i) Shall provide Training and Technical Assistance (T/TA) and evaluation for the development of Regional Continuums of Care at the direction of, and in coordination with, BDAS:
  - ii) In coordination with BDAS develop and provide materials and consultations to help continue Continuum of Care education to Health Network/Public Health Advisory Committees.
  - iii) In coordination with BDAS develop and provide guidance documents and templates for regional assessments of Continuum of Care Services.
  - iv) Track T/TA requests from providers and coordinate with BDAS on appropriate T/TA response.
  - v) Coordinate with BDAS on initial and ongoing T/TA for SUD expert panels.
  - vi) Coordinate with BDAS on initial and ongoing T/TA for Continuum of Care Facilitators.
  - vii) Research innovative methods and resources for communities to use to increase continuum of care resources: Prevention, Intervention, Treatment, Recovery
  - viii) Research innovative methods and resources for communities to use to increase coordination of SUD services with Primary and Behavioral Health services.
- 23) Shall provide Training and Technical Assistance (T/TA) and evaluation to meet the Partnership for Success federal program and evaluation requirements including but not limited to:
  - i) Provide T/TA to high-need sub-recipient communities to implement evidence-informed best best practices and ensure continuous quality improvement through effective programming;
  - ii) Shall develop and implement tools and other resources to assist sub-recipient communities in meeting fidelity in evidence-informed interventions;
  - iii) Shall conduct fidelity audits of evidence informed interventions and best practice programs and policies;
  - iv) Conduct evaluation of sub-recipient interventions including survey design, development and implementation to meet federal outcome measure requirements;
  - v) Shall provide sub-recipients with T/TA on effective survey and evaluation administration;
  - vi) Shall prepare and publish reports based on evaluation findings for distribution to BDAS and sub-recipient
  - vii) Shall translate data into a variety of formats for use by diverse audiences; and
  - viii) Shall collect and report on outcome measures in accordance with federal reporting requirements in the designated uniform federal data collection tool
- 24) Shall provide T/TA to assist Peer Recovery Organizations in developing infrastructure to increase capacity for delivering Peer Recovery Support Services.



### Exhibit A Amendment #1

#### 3. Data Reporting Requirements

- A) Invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed
- B) The Contractor must have the ability to communicate and submit required reports via e-mail.
- C) The Contractor shall submit the following reports in formats approved and/or provided by the BDAS unit:
  - 1) The Contractor shall submit monthly expenditure reports for reimbursement of costs associated with contract activities, by the 20th business day following the month;
  - 2) Provide quarterly reports of training, technical assistance, data products and other activities as appropriate for this contract provided in the previous quarter;
  - 3) Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the State.
  - 4) Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of, representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
  - 5) A completed engagement status assessment of communities within the region
  - 6) BDAS may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to BDAS's satisfaction, unless a waiver has been granted.

#### 4. Quarterly Site Visits

The Contractor shall allow a team authorized by BDAS to conduct quarterly site reviews that will include the Center for Excellence Director, Center for Excellence Staff (as necessary to discuss relevant projects), the BDAS contract manager, BDAS staff (as necessary to represent relevant program areas). This site visit will review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.

#### 5. Evidence Based Core Components

In support of the NH DHHS's, Bureau of Drug and Alcohol Services' commitment to funding evidence-based interventions to prevent and reduce alcohol and other drug problems, the NH Center for Excellence is required to work with BDAS and its contractors to ensure the following:

- A) To assist contractors implementing interventions from the federal registry of evidence-based practice or based on an intervention listed on such a registry, that core elements articulated within the federal registry for the intervention will be implemented with fidelity;
- B) To assist contractors implementing interventions that are not from the federal registry of evidence-based interventions, that core elements be established through the NH Center for Excellence and that the interventions be implemented with fidelity based on the established core elements.
- C) To assist all contractors ensuring, core elements will serve as a basis for reporting, contract compliance and for determinations of efficacy based on outcomes over time.
- D) To assist all contractors ensuring, evaluation designs are supported by the Center for Excellence, subject to BDAS approval. These evaluation designs may include a Core Measurement Instrument administered to participants in direct service interventions.
- E) To assist all contractors ensuring compliance with established core elements and evaluation designs developed or approved by the NH Bureau of Drug and Alcohol Services and the NH Center for Excellence during the contract period. Core elements include the method of delivery, content, dosage/duration, staffing, and location of the intervention.



**BUDGET FORM**

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

**Bidder Name:** JSI Research & Training Institute d/b/a Community Health Institute

**Budget Request for:** New Hampshire Center for Excellence

*Name of Program*

**Budget Period:** July 1, 2015 through December 31, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$115,840	\$90,355	\$206,195	The Indirect Cost is the federal approved Negotiated Indirect Cost Rate Agreement (NICRA) for JSI Research and Training Institute, Inc. and includes fringe benefits (38% of salary) and all other operating costs including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs. The approved basis for application of the NICRA is salary/wages only including holiday, sick and vacation.
2. Employee Benefits	\$0	\$0	\$0	
3. Consultants	\$15,000	\$0	\$15,000	
4. Equipment:	\$0	\$0	\$0	
Rental	\$0	\$0	\$0	
Repair and Maintenance	\$0	\$0	\$0	
Purchase/Depreciation	\$0	\$0	\$0	
5. Supplies:	\$0	\$0	\$0	
Educational	\$0	\$0	\$0	
Lab	\$0	\$0	\$0	
Pharmacy	\$0	\$0	\$0	
Medical	\$0	\$0	\$0	
Office	\$0	\$0	\$0	
6. Travel	\$755	\$0	\$755	
7. Occupancy	\$0	\$0	\$0	
8. Current Expenses	\$0	\$0	\$0	
Telephone	\$0	\$0	\$0	
Postage	\$0	\$0	\$0	
Subscriptions	\$0	\$0	\$0	
Audit and Legal	\$0	\$0	\$0	
Insurance	\$0	\$0	\$0	
Board Expenses	\$0	\$0	\$0	
9. Software	\$0	\$0	\$0	
10. Marketing/Communications	\$0	\$0	\$0	
11. Staff Education and Training	\$0	\$0	\$0	
12. Subcontracts/Agreements	\$0	\$0	\$0	
13. Other (specific details mandatory):		\$0	\$0	
Learning Collaboratives: special materials, webinar fees	\$1,800	\$0	\$1,800	
<b>TOTAL</b>	<b>\$133,395</b>	<b>\$90,355</b>	<b>\$223,750</b>	

Indirect

67.73%

Contractor Initials: JS

Date: 5.21.15



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Exhibit G

Contractor Initials

Handwritten signature of the contractor representative.

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. d/b/a  
Community Health Institute

May 21, 2015

Date

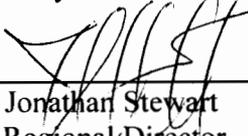
  
Name: Jonathan Stewart  
Title: Regional Director

Exhibit G

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

Contractor Initials 



**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.



- 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



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



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



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.

Handwritten initials, possibly 'DS', written in black ink.



- 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 & Human Services  
The State

Kathleen Adams  
Signature of Authorized Representative

Kathleen A. Adams  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

6/5/15  
Date

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

[Signature]  
Signature of Authorized Representative

Jonathan Stewart  
Name of Authorized Representative

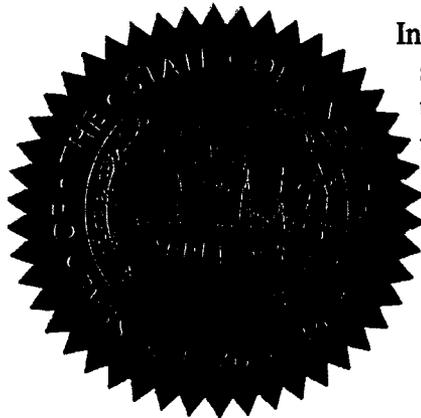
Regional Director  
Title of Authorized Representative

May 21, 2015  
Date

State of New Hampshire  
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

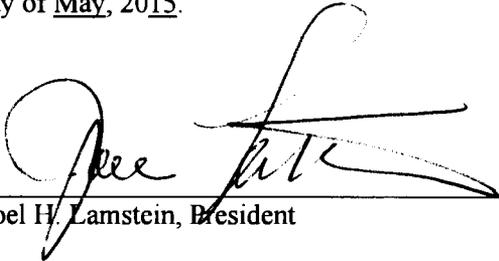
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

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

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

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 21, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute this 21st day of May, 2015.

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

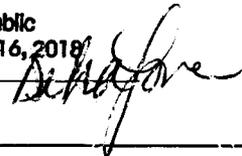
STATE OF New Hampshire

COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 21st day of May, 2015 by Joel H. Lamstein.

DEBRA L. LOVE, Notary Public  
My Commission Expires October 16, 2018

Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_





# JSI Research and Training

## Mission Statement

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

# Community Health Institute

## Mission Statement

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

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

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

**September 30, 2014**

**JSI Research and Training Institute, Inc. and Affiliate  
September 30, 2014**

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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, 2014, 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, 2014, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### **Other Information**

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

#### **Report on Summarized Comparative Information**

We have previously audited the JSI Research and Training Institute, Inc. and Affiliate consolidated financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated March 17, 2014. In our opinion, the summarized consolidated comparative information presented herein as of and for the year ended September 30, 2013 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

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

In accordance with *Government Auditing Standards*, we have also issued a report dated February 12, 2015, on our consideration of JSI Research and Training Institute, Inc. and its affiliate's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering JSI Research and Training Institute, Inc. and its affiliate's internal control over financial reporting and compliance.

A handwritten signature in black ink, reading "Samuel J. Fungo CPA". The signature is written in a cursive style with a large initial "S".

Duxbury, Massachusetts  
February 12, 2015

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
September 30, 2014  
(With Comparative Totals for 2013)

	<b>2014</b>	<b>2013</b>
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 29,466,831	\$ 40,491,257
Receivables for program work	12,193,072	5,530,251
Loans receivable	425,470	330,711
Field advances - program	2,612,580	2,855,789
Employee advances	221,271	181,854
Prepaid expenses	3,700	3,864
Total Current Assets	44,922,924	49,393,726
Property and Equipment:		
Furniture and equipment	625,913	625,102
Leasehold improvements	30,355	30,355
	656,268	655,457
Less: Accumulated depreciation	(603,262)	(585,250)
Net Property and Equipment	53,006	70,207
Other Assets	83,336	80,198
<b>TOTAL ASSETS</b>	<b>\$ 45,059,266</b>	<b>\$ 49,544,131</b>
 <b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities:		
Accounts payable and payroll withholdings	\$ 5,026,325	\$ 4,013,743
Accrued vacation	1,563,950	1,456,613
Advances for program work	14,217,480	24,753,370
Loans payable	-	-
Notes payable	-	-
Contingencies	-	-
Total Current Liabilities	20,807,755	30,223,726
Net Assets:		
Unrestricted	24,246,511	19,315,405
Temporarily restricted	5,000	5,000
Total Net Assets	24,251,511	19,320,405
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 45,059,266</b>	<b>\$ 49,544,131</b>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF ACTIVITIES**  
Year Ended September 30, 2014  
(With Comparative Totals for 2013)

	<b>2014</b>	<b>2013</b>
<b>UNRESTRICTED NET ASSETS:</b>		
Public Support and Revenue		
Public Support:		
Government grants and contracts:		
U.S. Government	\$ 173,962,790	\$ 151,661,231
Commonwealth of Massachusetts	5,842,551	5,293,338
Other grants and contracts	44,450,878	40,181,675
Program income	95,478	125,762
Contributions	2,061,708	261,260
In kind project contributions	7,244,720	10,537,825
Interest income	12,236	47,775
Total Unrestricted Support and Revenue	233,670,361	208,108,866
Expenses		
Program Services:		
International programs	190,033,358	171,082,230
Domestic programs	14,255,597	12,226,257
Total Program Services	204,288,955	183,308,487
Supporting Services:		
Management and General	24,224,914	21,788,613
Fundraising	225,386	219,210
Total Supporting Services	24,450,300	22,007,823
Total Expenses	228,739,255	205,316,310
Increase (Decrease) in Unrestricted Net Assets	4,931,106	2,792,556
<b>Net Assets at Beginning of Year</b>	<b>19,320,405</b>	<b>16,527,849</b>
<b>Net Assets at End of Year</b>	<b>\$ 24,251,511</b>	<b>\$ 19,320,405</b>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**  
Year Ended September 30, 2014  
(With Comparative Totals for 2013)

	PROGRAM SERVICES			SUPPORTING SERVICES			TOTAL	
	International Programs	Domestic Programs	Total	Management And General	Fundraising	Total	2014	2013
Salaries	\$ 20,457,182	\$ 6,609,295	\$ 27,066,477	\$ 5,705,147	\$ 150,040	\$ 5,855,187	\$ 32,921,664	\$ 29,361,382
Consultants	11,720,327	3,862,158	15,582,485	666,153	29,400	695,553	16,278,038	15,167,039
Cooperating National Salaries	29,311,608	-	29,311,608	532,134	-	532,134	29,843,742	25,610,137
Travel	11,824,448	558,707	12,383,155	604,462	127	604,589	12,987,744	11,206,790
Allowance & Training	7,576,320	2,165	7,578,485	218,327	-	218,327	7,796,812	6,290,231
Sub-contracts	47,859,375	1,805,034	49,664,409	-	-	-	49,664,409	39,388,618
Equipment, Material and Supplies	5,458,019	31,814	5,489,833	187,477	80	187,557	5,677,390	4,794,885
Other Costs	48,581,359	1,386,424	49,967,783	16,293,202	45,739	16,338,941	66,306,724	62,947,371
In-kind project expenses	7,244,720	-	7,244,720	-	-	-	7,244,720	10,537,825
Depreciation	-	-	-	18,012	-	18,012	18,012	12,032
<b>TOTAL EXPENSE</b>	<b>\$ 190,033,358</b>	<b>\$ 14,255,597</b>	<b>\$ 204,288,955</b>	<b>\$ 24,224,914</b>	<b>\$ 225,386</b>	<b>\$ 24,450,300</b>	<b>\$ 228,739,255</b>	<b>\$ 205,316,310</b>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF CASH FLOWS**  
Year Ended September 30, 2014  
(With Comparative Totals for 2013)

	<b>2014</b>	<b>2013</b>
<b>Cash Flows From Operating Activities:</b>		
Increase (Decrease) in net assets	\$ 4,931,106	\$ 2,792,556
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	18,012	12,032
(Increase) Decrease in receivables for program work	(6,662,821)	(2,979,106)
(Increase) Decrease in loans receivable	(94,759)	(330,711)
(Increase) Decrease in field advances - program	243,209	(706,652)
(Increase) Decrease in employee advances	(39,417)	3,766
(Increase) Decrease in prepaid expenses	164	-
(Increase) Decrease in other assets - deposits	(3,138)	762
Increase (Decrease) in accounts payable and payroll withholdings	1,012,582	1,203,439
Increase (Decrease) in accrued vacation	107,337	93,070
Increase (Decrease) in advances for program work	<u>(10,535,890)</u>	<u>2,883,650</u>
Net Cash Provided (Used) By Operating Activities	(11,023,615)	2,972,806
<b>Cash Flows From Investing Activities:</b>		
Acquisition of property and equipment	<u>(811)</u>	<u>(34,047)</u>
Net Cash Provided (Used) By Investing Activities	(811)	(34,047)
<b>Cash Flows From Financing Activities:</b>		
Proceeds from loans payable	4,046,996	2,910,553
Payments of loans payable	<u>(4,046,996)</u>	<u>(3,395,271)</u>
Net Cash Provided (Used) By Financing Activities	<u>-</u>	<u>(484,718)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(11,024,426)	2,454,041
<b>Cash and Cash Equivalents at Beginning of Year</b>	<u>40,491,257</u>	<u>38,037,216</u>
<b>Cash and Cash Equivalents at End of Year</b>	<u><b>\$ 29,466,831</b></u>	<u><b>\$ 40,491,257</b></u>

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**September 30, 2014**

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

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.

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).

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 FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

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

**Use of Estimates**

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

**Fair Value**

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

**Cash and Cash Equivalents**

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

**Investments**

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

**Property and Equipment**

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

**Revenue Recognition**

Unrestricted and restricted contributions are recognized as revenue at the date the pledge is made or the gift is received, whichever is earlier. Revenue from cost reimbursement contracts and grants is recorded as the related expenditures are incurred.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

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

**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 2011, 2012 and 2013, 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.

**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

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

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

year ended September 30, 2014 there was no activity in temporarily restricted or permanently restricted net assets.

**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:

- 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.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**NOTE 4 – INVESTMENTS - continued**

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, 2014:

Current assets:	
Cash and cash equivalents (invested)	\$ 14,500,645
	<u>\$ 14,500,645</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, 2014:

	<u>Unrestricted</u>
Interest income	\$ 12,236
Total investment return	<u>\$ 12,236</u>

**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, 2014 was \$0.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**NOTE 5 – RECEIVABLES FOR PROGRAM WORK - continued**

Receivables for program work consist of the following at September 30, 2014:

U.S. Agency for International Development	\$ 7,422,214
U.S. Department of Health and Human Services	379,820
U.S. Department of State	215,127
U.S. Department of Labor	61,542
U.S. Department of Education	8,756
Commonwealth of Massachusetts	295,121
Other - non-governmental	<u>3,810,492</u>
	<b><u>\$ 12,193,072</u></b>

**NOTE 6 – LOANS RECEIVABLE**

Loans receivable 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, 2014 is \$425,470.

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

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

	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net</u>
Furniture and equipment	\$ 625,913	\$ (574,806)	\$ 51,107
Leasehold Improvements	<u>30,355</u>	<u>(28,456)</u>	<u>1,899</u>
	<b><u>\$ 656,268</u></b>	<b><u>\$ (603,262)</u></b>	<b><u>\$ 53,006</u></b>

Depreciation expense was \$18,012 for the year ended September 30, 2014.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**NOTE 8 – OTHER ASSETS**

Other assets consist of the following at September 30, 2014:

Deposits	\$ 46,391
Artwork - donated	<u>36,945</u>
	<u><b>\$ 83,336</b></u>

**NOTE 9 – ACCRUED VACATION**

In accordance with formal policies, vacation was accrued at September 30, 2014 as follows:

JSI Research and Training Institute, Inc.	\$ 1,262,970
World Education, Inc. (Affiliate)	<u>300,980</u>
	<u><b>\$ 1,563,950</b></u>

**NOTE 10 – ADVANCES FOR PROGRAM WORK**

Advances for program work consist of the following at September 30, 2013:

Other - non-governmental	<u>\$ 14,217,480</u>
	<u><b>\$ 14,217,480</b></u>

**NOTE 11 – LOANS PAYABLE**

Loans payable 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, 2014 is \$0.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**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 April 1, 2014. 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 December 31, 2014 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, 2014, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended September 30, 2014.

John Snow, Inc.

World Education, Inc. (Affiliate) has an unsecured revolving line of credit established September 1, 2007 with John Snow, Inc. (a related party) with a borrowing limit of up to \$1,000,000. The loan was renewed on July 1, 2013. Interest is charged by utilizing a fluctuating rate based on the current prime rate plus 0.25%. The loan is payable on demand and, in any event, on or prior to June 30, 2016. The loan is not collateralized. No funds were borrowed during the year and as a result, as of September 30, 2014, the outstanding balance is \$0. No interest was incurred on this loan during the year ended September 30, 2014. (See NOTE 17)

**NOTE 13 – CONTINGENCIES**

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

JSI Research and Training Institute, Inc. is a co-borrower of a demand loan with no balance due at September 30, 2014. Management believes that the co-borrower is current on the loan and that its collateral exceeds the balance due. (See NOTE 17)

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS**

At September 30, 2014, the Welthy Fisher Fund of World Education, Inc. is the beneficiary of an irrevocable life income trust agreement. Under the terms of the agreement, the donor will receive either a fixed percentage of the initial fair market value of the gift or the actual income earned by the trust. Upon the death of the donor, the funds are released to World Education, Inc. for its unrestricted use.

No assets were released from donor restriction by occurrence of events specified by the donor during the year ended September 30, 2014. The temporarily restricted net assets balance at September 30, 2014 is \$5,000.

**NOTE 15 – SURPLUS REVENUE RETENTION**

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

The following summarizes the Company’s calculation of the surplus for fiscal year 2014 and on a cumulative basis:

	<b>Commonwealth Surplus Retention Net Assets</b>	<b>Other Net Assets</b>	<b>Total Net Assets</b>
Beginning of Year	\$ 647,090	\$ 18,673,315	\$ 19,320,405
Current Year	172,416	4,758,690	4,931,106
End of Year	<b>\$ 819,506</b>	<b>\$ 23,432,005</b>	<b>\$ 24,251,511</b>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**NOTE 16 – COMMONWEALTH OF MASSACHUSETTS**

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

Accrued (deferred) Revenue at October 1, 2013	\$ 827,417
Receipts	(6,374,847)
Disbursements/expenditures	<u>5,842,551</u>
Accrued (deferred) Revenue at September 30, 2014	<u>\$ 295,121</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, 2014, John Snow, Inc. billed JSI Research and Training Institute, Inc. \$18,635,515 for consulting services (technical support). This amount is reflected under the program services-consulting line item (\$11,424,234) and program services – other costs line item (\$7,211,281) on the statement of functional expenses. In addition, JSI Research and Training Institute, Inc. performed consulting services (technical support) for John Snow, Inc. totaling \$8,962,419.

The two companies also share facilities and pool various overhead expenses. For the year ended September 30, 2014, JSI Research and Training Institute, Inc. incurred \$18,024,907 of overhead expenses (supporting services), of which \$5,162,195 was its share of John Snow, Inc. incurred costs.

JSI Research and Training Institute, Inc. is a co-borrower with John Snow, Inc. on a commercial demand loan-revolving line of credit with an expiration date of February 28, 2015, 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, 2014 was 2.234%. At September 30, 2014, a balance of \$0 was outstanding on the loan. Management believes the loan payable will be extended, when due, under similar terms and conditions.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

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

**John Snow, Inc. - continued**

During the year, the Company had various loans receivable due from, and various loans payable due to John Snow, Inc. At September 30, 2014, the loan receivable balance is \$425,479 and the loan payable balance is \$0.

World Education, Inc. (Affiliate) has an agreement with John Snow, Inc. whereby John Snow, Inc. will provide administrative and technical support as deemed necessary by World Education, Inc.'s Board of Trustees. Transactions with John Snow, Inc. for the year ended September 30, 2014 are summarized as follows:

Administrative and technical support	\$ 343,644
Other direct charges (including rent of \$694,897)	<u>932,966</u>
	<u><b>\$ 1,276,610</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. provided services to John Snow, Inc. during the year ended September 30, 2014 totaling \$256,252 and was recorded as revenue in the consolidated statement of activities.

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

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

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

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

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

During the year ended September 30, 2014, JSI Research and Training Institute, Inc. billed PSCM \$55,743,613 for services performed.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

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

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

During the year ended September 30, 2014, PSCM made an unrestricted contribution of \$2,000,000 to the Company.

**Other**

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

The Manoff Group, Inc. (a non-exempt corporation; 40% owned by John Snow, Inc.)	\$ 1,226,711
	<u>\$ 1,226,711</u>

**NOTE 18 – RETIREMENT PLANS**

JSI Research and Training Institute, Inc. has a defined contribution profit sharing/401(K) plan covering substantially all its employees. Employee contributions are voluntary. Employer contributions are based on a percentage (10% - 15% depending on length of service) of salary. The Plan was effective April 11, 1979. Pension expense was \$2,566,460 for the year ended September 30, 2014.

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 \$331,738 in the year ended September 30, 2014.

**NOTE 19 – COMMITMENTS**

**Operating Leases**

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

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**NOTE 19 – COMMITMENTS - continued**

**Operating Leases - continued**

During the year ended September 30, 2014, rentals under long-term lease obligations were \$527,209. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2014 are:

<u>Year Ended</u> <u>September 30,</u>		
2015	\$	469,786
2016		384,243
2017		258,901
2018		170,468
Thereafter		-
	<b>\$</b>	<b><u>1,283,398</u></b>

World Education, Inc. (Affiliate) leases space for general offices on a year-to-year basis. Rent expense for the year ended September 30, 2014 was \$694,897.

**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, 2014:

	<u>Income</u> <u>Received</u>	<u>% of</u> <u>Total Income</u>
U.S. Agency for International Development	\$ 108,805,271	46.56%
Partnership for Supply Chain Management, Inc.	<u>55,743,613</u>	<u>23.86%</u>
	<b><u>\$ 164,548,884</u></b>	<b><u>70.42%</u></b>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2014**

**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 \$7,244,720 for the year ended September 30, 2014, 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, 2014, the following donated materials and services received by the Organization have been used to fulfill matching requirements on active grants:

36521	Uganda STAR-EC	\$ 3,323,453
36528	Nigeria Tship	(10)
36620	Africa FHI NID	195,684
36662	Madagascar CBIHP	3,040,202
36883	Social ACO's	33,672
36895	Mozambique M-SIP	820
63068	Benin	340
63092	Mali/Walaikim	123,802
63101	Senegal/Journalism	62,274
63104	AED/Senegal/PGP	27,028
63114	Uganda	88,079
64024	Tanzania	180,756
64026	Uganda	116
64057	Zimbabwe	168,504
		<u>\$ 7,244,720</u>

**NOTE 22 – SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through February 12, 2015, 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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT</b>			
<b>Direct Grants:</b>			
36359 - Nepal Family Health Program II	367-A-00-08-00001-00	98.001	\$ (1,051)
36514 - Liberia RBHS	669-A-00-09-00001-00	98.001	8,626,055
36521 - Uganda HIV/AIDS/TB	617-A-00-09-00007-00	98.001	8,647,008
36528 - Nigeria TSHIP	620-A-00-09-00014-00	98.001	16,701,004
36529 - Ghana Focus	641-A-00-09-00030-00	98.001	3,317,858
36532 - Turkmenistan YC	120-A-00-09-00029-00	98.001	277,655
36648 - Pakistan TAUH	391-A-00-11-01214-00	98.001	(22,171)
36662 - Madagascar CBIHP	687-A-00-11-00013-00	98.001	8,601,160
36697 - SPRING	AID-OAA-A-11-00031	98.001	15,677,524
36702 - Nepal CHX Cord Care	AID-OAA-A-11-00073	98.001	491,614
36747 - Ukraine HWUP	AID-121-A-11-00003	98.001	1,561,345
36800 - Advancing Partners	AID-OAA-A-12-00047	98.001	15,640,709
36807 - Live Learn & Play	AID-OAA-L-12-00003	98.001	140,027
36845 - Pakistan HSSP	AID-391-A-13-00002	98.001	3,413,097
36895 - Mozambique M-SIP	AID-656-A-13-00006	98.001	1,028,594
36932 - Senegal LLP	AID-685-A-14-00001	98.001	269,622
36991 - AIDSFREE	AID-OAA-A-14-00046	98.001	172,613
<b>Total Direct Grants</b>			<b><u>84,542,663</u></b>
<b>Pass-through Grants:</b>			
Passed through Partnership for Supply Chain Management, Inc. (PSCM):			
36344/36524 - Supply Chain Management System	GPO-I-00-05-00032-00	98.001	53,204,470
Passed through World Education:			
36591 - Tanzania OVC	621-A-00-10-00024-00	98.001	23,975
36840 - Zimbabwe - Vanc. Bantwana	64053-0556-1001	98.001	246,231
Passed through Family Health International (FHI):			
36620 - Africa FHI Neglected Tropical Disease	OAA-A-10-00050	98.001	329,480
Passed through International Business Initiatives, Corporation (IBI):			
36826 - Liberia Governance and Economic Management Support Program	669-C-00-11-00050-00	98.001	186,595
<b>Total Pass-through Grants</b>			<b><u>53,990,751</u></b>
<b>Total - CFDA #98.001 - USAID Foreign Assistance for Programs Overseas</b>			<b><u>138,533,414</u></b>
<b>Sub-Total</b>			<b><u>138,533,414</u></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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT - CONTINUED</b>			
Sub-Total from previous page			\$ 138,533,414
<b>Direct Grant:</b>			
36098 - Pakistan MNH Prog. Paiman	391-A-00-05-01037-00	98.004	(55,253)
<b>Total - CFDA #98.004 - Non-Governmental Organization Strengthening (NGO)</b>			<u>(55,253)</u>
<b>TOTAL - U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT</b>			<u>\$ 138,478,161</u>
 <b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>			
<b>Pass-through Grants:</b>			
Passed through NACCHO:			
36689 - NH MRC Conferences	2011-041218	93.008	\$ 1
36773 - NH MRC Conferences	2012-041010	93.008	6,411
<b>Total CFDA #93.008 - Medical Reserve Corps Small Grant Program</b>			<u>6,412</u>
<b>Direct Grant:</b>			
36612 - Project HOPE	MPPWH100030	93.015	23,967
<b>Total CFDA #93.015 - HIV Prevention Programs For Women</b>			<u>23,967</u>
<b>Pass-through Grant:</b>			
Passed through State of New Hampshire:			
36741 - Injury Prevention	1022534	93.043	103
<b>Total CFDA #93.043 - Special Programs for the Aging - Title VII, Chapter 2</b>			<u>103</u>
<b>Pass-through Grant:</b>			
Passed through Harvard School of Public Health:			
36936 - HSPH Evaluation	Agreement @ 2-21-14	93.061	1,760
<b>Total CFDA #93.061 - Innovations in Applied Public Health Research</b>			<u>1,760</u>
<b>Sub-Total</b>			<u>32,242</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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
<b>Sub-Total from previous page</b>			<b>\$ 32,242</b>
<b>Direct Grants:</b>			
36537 - CDC - Botswana IS	5U2GPS001958-04	93.067	22,776
36538 - CDC - Botswana IS	5U2GPS001958-05	93.067	150,095
36901 - CDC - Strategic Assessments for Strategic Action in India	1U2GGH001132-01	93.067	450,567
<b>Total CFDA #93.067 - Global AIDS</b>			<b>623,438</b>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.069	83,077
36880 - Public Health Program Services Support	PO# 1031592	93.069	16,571
Passed through Goodwin Community Health:			
36943 - Strafford Cty Data	Agreement @ 3-14-14	93.069	3,977
<b>Total CFDA #93.069 - Public Health Emergency Preparedness</b>			<b>103,625</b>
<b>Pass-through Grants:</b>			
Passed through State of Vermont:			
36847 - Asthma Control Program	23940	93.070	38,653
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.070	28,887
36880 - Public Health Program Services Support	PO# 1031592	93.070	2,607
<b>Total CFDA #93.070 - Environmental Public Health and Emergency Response</b>			<b>70,147</b>
<b>Pass-through Grants:</b>			
Passed through Puerto Rico Academy of Medical Directors, Inc.:			
36871 - Cuidate TDF Training	Agreement @ 7-2-13	93.092	7,898
36948 - Cuidate TDF Training	Agreement @ 4-1-14	93.092	5,441
<b>Total CFDA #93.092 - Affordable Care Act Personal Responsibility Education Program</b>			<b>13,339</b>
<b>Pass-through Grant:</b>			
Passed through State of Vermont:			
36959 - Wise Woman Evaluation	26288	93.094	\$ 11,505
<b>Total CFDA #93.094 - Well-Integrated Screening and Evaluation for Women Across the Nation</b>			<b>11,505</b>
<b>Sub-Total</b>			<b>854,296</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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
<b>Sub-Total from previous page</b>			<b>\$ 854,296</b>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36501 - Epidemiology/Public Health Data	3160295	93.110	268
36879 - Public Health Program Services Support	PO# 1031592	93.110	33,114
36880 - Public Health Program Services Support	PO# 1031592	93.110	3,879
<b>Total CFDA #93.110 - Maternal and Child Health Federal Consolidated Programs</b>			<b><u>37,261</u></b>
<b>Pass-through Grant:</b>			
Passed through State of Vermont:			
36877 - VT ORHPC TA	24572	93.130	688
<b>Total CFDA #93.130 - Cooperative Agreements to States/Territories for the Coordination and Development of Primary Care Offices</b>			<b><u>688</u></b>
<b>Pass-through Grant:</b>			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.136	32,268
<b>Total CFDA #93.136 - Injury Prevention and Control Research and State and Community Based Programs</b>			<b><u>32,268</u></b>
<b>Pass-through Grants:</b>			
Passed through Health Research, Inc.:			
36886 - National Quality Center Evaluation Activities	4538-02	93.145	182,549
36989 - National Quality Center Evaluation Consultation Services	4538-03	93.145	17,466
<b>Direct Grant:</b>			
36904 - Ryan White ACE	UF2HA26520	93.145	1,880,060
<b>Total CFDA #93.145 - AIDS Education and Training Centers</b>			<b><u>2,080,075</u></b>
<b>Sub-Total</b>			<b><u>3,004,588</u></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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			\$ 3,004,588
<b>Pass-through Grants:</b>			
Passed through Action for Boston Community Development, Inc.:			
36834 - FamPlan Data Systems		93.217	17,042
36935 - FamPlan Data Systems		93.217	25,078
Passed through State of New Hampshire:			
36834 - FamPlan Data Systems	PO# 1031566	93.217	4,748
36935 - FamPlan Data Systems	PO# 1039867	93.217	2,550
Passed through State of Rhode Island:			
36834 - FamPlan Data Systems	PO# 3307663	93.217	15,556
36935 - FamPlan Data Systems	PO# 3307663	93.217	9,766
Passed through Planned Parenthood of Southern New England:			
36834 - FamPlan Data Systems		93.217	22,280
36935 - FamPlan Data Systems		93.217	32,785
Passed through Planned Parenthood of Northern New England:			
36834 - FamPlan Data Systems		93.217	10,160
36935 - FamPlan Data Systems		93.217	14,951
Passed through Health Imperatives, Inc.:			
36834 - FamPlan Data Systems		93.217	7,195
36935 - FamPlan Data Systems		93.217	10,588
Passed through Planned Parenthood League of Massachusetts:			
36834 - FamPlan Data Systems		93.217	2,643
36935 - FamPlan Data Systems		93.217	3,889
Passed through Health Quarters, Inc.:			
36834 - FamPlan Data Systems		93.217	5,124
36935 - FamPlan Data Systems		93.217	7,540
Passed through Tapestry Health Systems:			
36834 - FamPlan Data Systems		93.217	5,187
36935 - FamPlan Data Systems		93.217	7,633
Passed through Family Planning Association of Maine:			
36834 - FamPlan Data Systems		93.217	13,598
36935 - FamPlan Data Systems		93.217	20,011
Total CFDA #93.217 - Family Planning Services			<u>238,324</u>
Sub-Total			<u>3,242,912</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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			\$ 3,242,912
<b>Pass-through Grants:</b>			
Passed through First Nations Community Healthsource:			
36856 - Readiness Assessment	Agreement @ 5-3-13	93.224	4,937
37000 - NCQA PCMH Recognition Technical Assistance	Agreement @ 6-13-14	93.224	531
<b>Total CFDA #93.224 - Consolidated Health Centers</b>			<b>5,468</b>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36875 - NH Center for Excellence - Drug and Alcohol	1025785	93.243	288,727
Passed through County of Cheshire, New Hampshire:			
36889 - Drug Court Program	Agreement @ 8-19-13	93.243	48,054
Passed through Institute for Health & Recovery:			
36619 - IHR - RENW Eval	Agreement @ 10-27-10	93.243	23,127
Passed through Action for Boston Community Development, Inc.:			
36806 - Entre Nosotras II	Agreement @ 12-2-12	93.243	823
36903 - Entre Nosotras FY14	Agreement @ 10-19-13	93.243	20,151
36913 - ABCD SIS Evaluation	PO# 71039	93.243	6,890
Passed through City of Dover, New Hampshire:			
36837 - Dover STOP Act Grant Evaluation	PO# 201307604	93.243	2,262
Passed through Buildings Bright Futures State Advisory Council, Inc:			
36850 - Vermont L.A.U.N.C.H. Project	13/7	93.243	69,803
<b>Total CFDA #93.243 - Substance Abuse and Mental Health Services Projects of Regional and National Significance</b>			<b>459,837</b>
<b>Pass-through Grant:</b>			
Passed through The Dartmouth Institute for Health Policy and Clinical Practice:			
36861 - Community Health Assessment and Improvement Process	Agreement @ 3-22-13	93.249	13,152
<b>Total - CFDA #93.249 - Public Health Training Centers Program</b>			<b>13,152</b>
Sub-Total			<b>3,721,369</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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
<b>Sub-Total from previous page</b>			<b>\$ 3,721,369</b>
<b>Direct Grants:</b>			
36777 - National Training Center - Quality Assurance, Quality Improvement, Evaluation	FPTPA006025	93.260	725,366
36787 - Reproductive Health Prevention Training and Technical Assistance	FPTPA006015	93.260	197,555
36792 - National Training Center for Management and Systems Improvement	FPTPA006023	93.260	923,279
36794 - Region VIII Sexual Health	FPTPA006016	93.260	167,107
<b>Total - CFDA #93.260 - Family Planning - Personnel Training</b>			<b>2,013,307</b>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.268	85,173
36880 - Public Health Program Services Support	PO# 1031592	93.268	10,640
<b>Total CFDA #93.268 - Immunization Cooperative Agreements</b>			<b>95,813</b>
<b>Pass-through Grants:</b>			
Passed through Merrimack, New Hampshire School District:			
36915 - Evaluation Services	PO# 1499031	93.276	9,606
Passed through Community Action Partnership for Strafford County, New Hampshire:			
36920 - Bridging the Gap Evaluation Services	Agreement @ 12-9-13	93.276	7,961
Passed through United Way of Greater Nashua:			
36937 - Nashua DFC Evaluation	Agreement @ 3-5-14	93.276	5,883
<b>Total CFDA #93.276 - Drug-free Communities Support Program Grants</b>			<b>23,450</b>
<b>Sub-Total</b>			<b>5,853,939</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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
<b>Sub-Total from previous page</b>			<b>\$ 5,853,939</b>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36843 - Tobacco Helpline	1028499	93.283	247,002
36880 - Public Health Program Services Support	PO# 1031592	93.283	11,416
36906 - NH Top QL Partnership	Agreement @ 9-14-13	93.283	63,942
Passed through City of Manchester, New Hampshire Health Department:			
36955 - NH Tobacco Helpline	Agreement @ 3-25-14	93.283	14,095
36964 - NH Tobacco Helpline	Agreement @ 5-27-14	93.283	4,757
Passed through Community Health Access Network:			
36909 - NH Asthma Aware FY14	13-14:01	93.283	2,499
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.283	33,183
36849 - Smoker's Helpline - Quitline Tobacco Cessation	3320510	93.283	157,635
Passed through Commonwealth of Massachusetts Department of Public Health:			
36157 - HIV/AIDS Research, Training and Support	INTF-2915M04900315005	93.283	53,606
<b>Total - CFDA #93.283 - Centers for Disease Control and Prevention - Investigations and Technical Assistance</b>			<b>588,135</b>
<b>Direct Grant:</b>			
36891 - PPHF 2013 - OSTLTS Partnerships	1U38OT000188	93.292	109,528
<b>Total - CFDA #93.292 - National Public Health Improvement Initiative</b>			<b>109,528</b>
<b>Pass-through Grants:</b>			
Passed through Black Ministerial Alliance of Greater Boston, Inc.:			
36664 - Healthy Futures	Agreement @ 6-1-11	93.297	175,458
36750 - Healthy Futures Health Education	Agreement @ 4-20-12	93.297	19,449
36848 - Teen Pregnancy Prevention Initiative	Agreement @ 5-1-13	93.297	7,357
Passed through Touchstone Behavioral Health:			
36912 - Ciudadate - Training of Trainers	Agreement @ 10-17-13	93.297	4,686
<b>Total - CFDA #93.297 - Teenage Pregnancy Prevention Program</b>			<b>206,950</b>
<b>Sub-Total</b>			<b>6,758,552</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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
<b>Sub-Total from previous page</b>			<b>\$ 6,758,552</b>
<b>Pass-through Grant:</b>			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.448	1,224
<b>Total - CFDA #93.448 - Food Safety and Security Monitoring Project</b>			<b>1,224</b>
<b>Pass-through Grant:</b>			
Passed through State of Vermont:			
36853 - Maternal, Infant, and Early Childhood Home Visitation Program	24086	93.505	45,835
<b>Total - CFDA #93.505 - Affordable Care Act Maternal, Infant, and Early Childhood Home Visiting Program</b>			<b>45,835</b>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.507	13,367
36880 - Public Health Program Services Support	PO# 1031592	93.507	2,827
<b>Total - CFDA #93.507 - PPHF 2012 National Public Health Improvement Initiative</b>			<b>16,194</b>
<b>Pass-through Grant:</b>			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.525	6,812
<b>Total - CFDA #93.525 - State Planning and Establishment Grants for the Affordable Care Act (ACA)'s Exchanges</b>			<b>6,812</b>
<b>Pass-through Grants:</b>			
Passed through Town of Hudson, Massachusetts:			
36754 - MetroWest Moves	Agreement @ 5-9-12	93.531	77,531
Passed through State of Vermont:			
36930 - Vermont Oral Health Coalition	25965	93.531	10,153
<b>Total - CFDA #93.531 - PPHF 2012 - Community Transition Grants</b>			<b>87,684</b>
<b>Pass-through Grant:</b>			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.538	49,200
<b>Total - CFDA #93.538 - Affordable Care Act - Nat'l Environmental Public Health Tracking Program</b>			<b>49,200</b>
<b>Sub-Total</b>			<b>6,965,501</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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			\$ 6,965,501
<b>Pass-through Grant:</b>			
Passed through Dartmouth College:			
36970 - TDI Q1 Research	Agreement @ 5-1-14	93.542	13,887
<b>Total - CFDA #93.542 - Health Promotion and Disease Prevention</b>			<u>13,887</u>
<b>Research Centers: PPHF - Affordable Care Act Projects</b>			<u>13,887</u>
<b>Pass-through Grant:</b>			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.548	6,744
<b>Total - CFDA #93.548 - PPHF: State Nutrition, Physical Activity, and</b>			<u>6,744</u>
<b>Obesity Programs</b>			<u>6,744</u>
<b>Pass-through Grants:</b>			
Passed through Commonwealth of Massachusetts Department of Public Health:			
Ensuring Quitline Capacity	INTF-2915-M04900315005	93.735	381,685
Passed through State of New Hampshire:			
36843 - Tobacco Helpline	1028499	93.735	83,012
<b>Total - CFDA #93.735 - State Public Health Approaches for Ensuring</b>			<u>83,012</u>
<b>Quitline Capacity</b>			<u>464,697</u>
<b>Pass-through Grant:</b>			
Passed through Ozarks Regional YMCA:			
36835 - Transformation Engagement Project	Agreement @ 2-28-13	93.737	126,165
36929 - Ozarks Regional Food Policy Council	Agreement @ 1-12-14	93.737	14,454
<b>Total - CFDA #93.737 - Community Transformation Grants</b>			<u>140,619</u>
<b>Pass-through Grant:</b>			
Passed through state of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.758	2,535
<b>Total - CFDA #93.758 - Preventive Health and Health Services</b>			<u>2,535</u>
<b>Block Grant Funded Solely with Prevention and Public</b>			<u>2,535</u>
<b>Health Funds (PPHF)</b>			<u>2,535</u>
Sub-Total			<u>7,593,983</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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
<b>Sub-Total from previous page</b>			<b>\$ 7,593,983</b>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.889	153,399
36880 - Public Health Program Services Support	PO# 1031592	93.889	45,281
<b>Total - CFDA #93.889 - National Bioterrorism Hospital Preparedness Program</b>			<b>198,680</b>
<b>Pass-through Grants:</b>			
Passed through Mid-State Health Center:			
36953 - PATT Evaluation	MS1415-1	93.912	1,775
Passed through Plains Medical Center:			
36872 - ECHO Evaluation	Agreement @ 6-24-13	93.912	750
36882 - ECHO Project	Agreement @ 7-1-13	93.912	3,303
<b>Total - CFDA #93.912 - Rural Health Care Services Outreach</b>			<b>5,828</b>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36623 - Rural Health and Primary Care	PO# 1011440	93.913	8,457
36879 - Public Health Program Services Support	PO# 1031592	93.913	34,162
36880 - Public Health Program Services Support	PO# 1031592	93.913	386
36988 - Rural Health and Primary Care	PO# 1038916	93.913	1,787
<b>Total - CFDA #93.913 - Grants to States for Operation of Offices of Rural Health</b>			<b>44,792</b>
<b>Pass-through Grant:</b>			
Passed through Boston Public Health Commission:			
36453 - BPHC Quality Management	6307A	93.914	158,303
<b>Total - CFDA #93.914 - HIV Emergency Relief Project Grants</b>			<b>158,303</b>
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.917	59,657
36880 - Public Health Program Services Support	PO# 1031592	93.917	11,072
Passed through Commonwealth of Massachusetts Department of Public Health:			
36157 - HIV Care	INTF-4971-M04603614082	93.917	420,297
<b>Total - CFDA #93.917 - HIV Care Formula Grants</b>			<b>491,026</b>
<b>Sub-Total</b>			<b>8,492,612</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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			\$ 8,492,612
<b>Direct Grant:</b>			
36967 - Healthy Start Performance Project	UF5MC26845	93.926	153,686
<b>Total - CFDA #93.926 - Healthy Start Initiative</b>			<b>153,686</b>
<b>Pass-through Grant:</b>			
Passed through Commonwealth of Massachusetts Department of Public Health:			
Special Projects of National Significance	INTF-4971-M04603614082	93.928	47,825
<b>Total - CFDA #93.928 - Special Projects of National Significance</b>			<b>47,825</b>
<b>Direct Grant:</b>			
36487 - CDC CBA Project	U65PS001661	93.939	520,793
36945 - CDC CBA FY13 - FY19	U65PS004406	93.939	318,514
<b>Total - CFDA #93.939 - HIV Prevention Activities - NGO Based</b>			<b>839,307</b>
<b>Pass-through Grants:</b>			
Passed through Commonwealth of Massachusetts Department of Public Health:			
36157 - HIV Prevention Activities	INTF-4971-M04603614082	93.940	49,114
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.940	39,771
36880 - Public Health Program Services Support	PO# 1031592	93.940	7,381
<b>Total - CFDA #93.940 - HIV Prevention Activities - Health Department Based</b>			<b>96,266</b>
<b>Pass-through Grant:</b>			
Passed through Commonwealth of Massachusetts Department of Public Health:			
HIV/AIDS Surveillance	INTF-4971-M04603614082	93.944	14,106
<b>Total - CFDA #93.944 - HIV/AIDS Surveillance</b>			<b>14,106</b>
<b>Direct Grant:</b>			
36615 - CDC Teen Pregnancy	U58DP002906	93.946	295,496
<b>Total - CFDA #93.946 - Cooperative Agreements to Support State-Based Safe Motherhood and Infant Initiative Programs</b>			<b>295,496</b>
<b>Sub-Total</b>			<b>9,939,298</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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTINUED</b>			
Sub-Total from previous page			<b>\$ 9,939,298</b>
<b>Pass-through Grant:</b>			
Passed through State of Rhode Island:			
36801 - Prevention Resource Center	3316844	93.959	<u>200,861</u>
<b>Total - CFDA #93.959 - Block Grants for Prevention and Treatment of Substance Abuse</b>			<b><u>200,861</u></b>
<b>Pass-through Grants:</b>			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	93.994	9,478
Passed through State of New Hampshire:			
36879 - Public Health Program Services Support	PO# 1031592	93.994	1,617
36889 - Public Health Program Services Support	PO# 1031592	93.994	<u>575</u>
<b>Total - CFDA #93.994 - Maternal &amp; Child Health Services Block Grant to the States</b>			<b><u>11,670</u></b>
<b>TOTAL - U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>			<b><u>\$ 10,151,829</u></b>

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF HOMELAND SECURITY</b>			
<b>Pass-through Grant:</b>			
Passed through State of New Hampshire:			
36854 - Supplemental Oxygen Exercises	1029685	97.067	\$ 82,886
<b>Total CFDA #97.067 - Homeland Security Grant Program</b>			<b>82,886</b>
<b>Direct Grants:</b>			
United States Coast Guard -			
36757 - Nat'l. Estimate of Life Jacket Wear Rate	3311FANI202.03	97.012	(1,888)
36857 - Nat'l. Estimate of Life Jacket Wear Rate	3313FANI302.15	97.012	68,221
36958 - WA Parks Lifejackets	315-126	97.012	28,597
36969 - Nat'l. Estimate of Life Jacket Wear Rate	3314FANI402.09	97.012	162,511
<b>Total CFDA #97.012 - Boating Safety Financial Assistance</b>			<b>257,441</b>
<b>TOTAL - U.S. DEPARTMENT OF HOMELAND SECURITY</b>			<b>\$ 340,327</b>
 <b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Direct Grant:</b>			
36789 - Reducing Asthma Disparities Through Adult Basic Education	96161301	66.034	\$ 29,162
<b>Total CFDA #66.034 - Surveys Studies Research Investigations, Demonstrations and Special Purpose Activities Relating to the Clean Air Act</b>			<b>29,162</b>
<b>Pass-through Grant:</b>			
Passed through State of Rhode Island:			
36501 - Epidemiology/Public Health Data	3160295	66.472	18,094
<b>Total CFDA #66.472 - Beach Monitoring and Notification Program Implementation Grants</b>			<b>18,094</b>
<b>Direct Grant:</b>			
36788 - Latino Youth Environment Awareness and Action	96159901	66.604	4,425
<b>Total CFDA #66.604 - Environmental Justice Small Grant Program</b>			<b>4,425</b>
<b>Sub-Total</b>			<b>51,681</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, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. ENVIRONMENTAL PROTECTION AGENCY - CONTINUED</b>			
<b>Sub-Total from previous page</b>			<b>\$ 51,681</b>
<b>Direct Grant:</b>			
36698 - Children's Health	CH-83510601	66.609	4,592
<b>Total CFDA #66.609 - Protection of Children From Environmental Health Risks</b>			<b>4,592</b>
<b>Pass-through Grant:</b>			
Passed through State of New Hampshire:			
36880 - Public Health Program Services Support	PO# 1031592	66.707	14,788
<b>Total CFDA #66.707 - TSCA Title IV State Lead Grants Certification of Lead-Based Paint Professional</b>			<b>14,788</b>
<b>TOTAL - U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			<b>\$ 71,061</b>
 <b>U.S. DEPARTMENT OF JUSTICE</b>			
<b>Pass-through Grants:</b>			
Passed through State of New Hampshire:			
36838 - Court Diversion	Agreement @ 2-1-13	16.540	28,704
36931 - Court Diversion	Pending @ 2-21-14	16.540	58,450
<b>Total - CFDA #16.540 - Juvenile Justice and Delinquency Prevention - Allocation to States</b>			<b>87,154</b>
<b>Pass-through Grant:</b>			
Passed through County of Cheshire, New Hampshire:			
36902 - Cheshire County Drug Court	Agreement @ 9-20-13	16.858	16,053
<b>Total - CFDA #16.858 - Department of Justice, Bureau of Justice Assistance Grant</b>			<b>16,053</b>
<b>TOTAL U.S. DEPARTMENT OF JUSTICE</b>			<b>\$ 103,207</b>

**JSI Research and Training Institute, Inc.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended September 30, 2014**

Federal Grantor/Pass-through Grantor Program Title	Agency or Pass-through Number	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF STATE</b>			
<b>Direct Grant:</b>			
36796 - Pakistan - PRM	S-PRMCO-12-CA-1067	19.519	\$ <u>71,503</u>
<b>Total - CFDA #19.519 - Overseas Refugee Assistance Program for Near East and South Asia</b>			<u>71,503</u>
<b>TOTAL U.S. DEPARTMENT OF STATE</b>			<b>\$ <u>71,503</u></b>
 <b>TOTAL FEDERAL AWARDS</b>			 <b><u>\$ 149,216,088</u></b>

See notes to Schedule of Expenditures of Federal Awards.

**JSI Research and Training Institute, Inc.**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
September 30, 2014

**NOTE 1 – BASIS OF PRESENTATION**

JSI Research and Training Institute, Inc. is the sole member of World Education, Inc. (the affiliate).

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, 2014. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of JSI Research and Training Institute, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of JSI Research and Training Institute, Inc.

The Schedule does not include the federal grant activity of World Education, Inc. (the affiliate). World Education, Inc. maintains a different fiscal year end (June 30) and has its own stand alone audit performed in accordance with the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, which includes its own separate schedule of expenditures of federal awards. However, the consolidated financial statements contain the combined activity of JSI Research and Training, Institute and World Education, Inc.

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

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

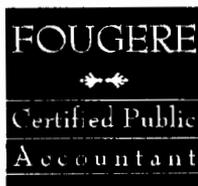
**JSI Research and Training Institute, Inc.**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
September 30, 2014

**NOTE 3 – SUBRECIPIENTS**

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

<u>Program</u>	<u>CFDA Number</u>	<u>Amount Provided to Subrecipients</u>
Juvenile Justice and Delinquency Prevention	16.540	\$ 20,378
Overseas Refugee Assistance Program for Near East and South Asia	19.519	23,747
Environmental Justice Small Grant Program	66.604	4,375
Protection of Children from Environmental Health Risks	66.609	2,771
Environmental Public Health and Emergency Response	93.070	4,707
AIDS Education and Training Centers	93.145	393,299
Family Planning Services	93.217	43,731
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243	106,539
Family Planning - Personnel Training	93.260	9,750
Centers for Disease Control and Prevention - Investigations and Technical Assistance	93.283/93.917/93.940/93.941	337,504
National Public Health Improvement Initiative	93.292	49,000
ACA - State Innovation Models: Funding for Model Design and Model Testing Assistance	93.624	30,486
Centers for Medicare and Medicaid Services Research, Demonstrations and Evaluations	93.779	22,650
Grants to States for Operation of Offices of Rural Health	93.913/93.283/93.236/93.130	29,248
HIV Care Formula Grants	93.917	5,521
Healthy Start Initiative	93.926	3,804
Assistance Programs for Chronic Disease Prevention and Control	93.945	11,440
RI Prevent Resource Center	93.959	450
Homeland Security Grant Program	97.067	26,159
USAID Foreign Assistance for Program Overseas	98.001	<u>31,001,970</u>
Total Federal Awards Provided to Subrecipients		\$ 32,127,529
Non-Federal Awards Provided to Subrecipients		<u>3,264,101</u>
		<b><u>\$ 35,391,630</u></b>

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



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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate ("Organization"), which comprise the consolidated statement of financial position as of September 30, 2014, and the related consolidated statements of activities, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated February 12, 2015.

**Internal Control Over Financial Reporting**

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

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

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

### **Compliance and Other Matters**

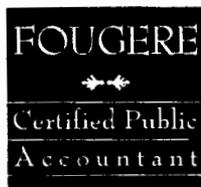
As part of obtaining reasonable assurance about whether JSI Research and Training Institute, Inc. and its affiliate's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements,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

### **Purpose of this Report**

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

A handwritten signature in black ink, reading "Samuel J. Jones CPA". The signature is written in a cursive style with a vertical line extending downwards from the bottom of the signature.

Duxbury, Massachusetts  
February 12, 2015



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

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

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

We have audited JSI Research and Training Institute, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of JSI Research and Training Institute, Inc.'s major federal programs for the year ended September 30, 2014. JSI Research and Training Institute, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

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

***Auditor's Responsibility***

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

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

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

In our opinion, JSI Research and Training Institute, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2014.

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

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

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

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

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

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

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

Handwritten signature of Samuel R. Joyce, dated 1/22/15.

Duxbury, Massachusetts  
February 12, 2015

**JSI Research and Training Institute, Inc. and Affiliate**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
September 30, 2014

**A. SUMMARY OF AUDIT RESULTS**

1. The auditors' report expresses an unqualified opinion on the consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate.
2. No significant deficiencies were disclosed during the audit of the consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate.
3. No instances of noncompliance material to the consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate were disclosed during the audit.
4. No significant deficiencies in internal control were disclosed during the audit of the major federal award programs of JSI Research and Training Institute, Inc.
5. The auditors' report on compliance for the major federal award programs for JSI Research and Training Institute, Inc. expresses an unqualified opinion on all major federal programs.
6. There are no audit findings that are required to be reported in this schedule in accordance with Sec. 510 (a) of OMB Circular A-133.
7. The programs tested as major programs included:

Agency	Program Title	C.F.D.A. #
Agency for International Development	USAID Foreign Assistance for Programs Overseas	98.001 (Cluster)

8. The threshold for distinguishing Types A and B programs was \$3,000,000.
9. JSI Research and Training Institute, Inc. was determined to be a low-risk auditee.

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, 2013.



**JSI Research & Training Institute, Inc.**  
**d.b.a Community Health Institute**

501

South Street

Second Floor

Bow

New Hampshire

03304



Voice: 603.573.3300



Fax: 603.573.3301



**Officers**

<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Term</u></b>
Joel H. Lamstein	President	2014 - 2015
Joel H. Lamstein	Treasurer	2014 - 2015
Patricia Fairchild	Clerk	2014 - 2015
Joanne McDade	Assistant Clerk	2014 - 2015

**Board of Directors**

<b><u>Name</u></b>	<b><u>Term</u></b>
Joel H. Lamstein	2014 – 2015
Patricia Fairchild	2014 – 2015
Herbert S. Urbach	2014 – 2015
Norbert Hirschhorn	2014 – 2015

A Division of  
**JSI Research & Training  
Institute, Inc.**  
A Nonprofit Organization



**New Hampshire's Public Health Institute**

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Katy Shea	Prevention Project Manager	\$66,000	48%	\$31,680
Rekha Sreedhara	Treatment Project Manager	\$65,004	39%	\$25,352
Anna Ghosh	Evaluator	\$61,008	20%	\$12,202
Sarah Short	PFS Evaluator	\$63,527	20%	\$12,705
Lisa Bryson	Project Support	\$41,000	26%	\$10,660



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the JSI Research & Training Institute, Inc.  
d/b/a Community Health Institute Contract**

This second Amendment to the JSI Research & Training Institute, INC. d/b/a Community Health Institute contract (hereinafter referred to as "Amendment #2") dated this 24<sup>th</sup> day of July 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and JSI Research & Training Institute, Inc. d/b/a Community Health Institute (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 501 South Street, 2nd Floor Bow, NH 03304.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, and amended by an agreement (Amendment #1 to the Contract) approved on April 9, 2014, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the Exhibit B of Amendment #1, paragraph #6, which states that notwithstanding paragraph 18 of the P-37 an amendment limited to Exhibits B-1 and B-2 Budgets, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council;

WHEREAS, the Parties agree to adjust Budget amounts within the budgets and between State Fiscal Years within the price limitation.

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

- 1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #2
  
- 2) Delete Exhibit B-2 Amendment #1 and replace with Exhibit B-2 Amendment #2.

New Hampshire Department of Health and Human Services  
NH Center for Excellence



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,

7/30/14  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
NAME Diane Langley  
TITLE Director

7.28.14  
Date

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

[Signature]  
NAME Jonathan Stewart  
TITLE Director

Acknowledgement:  
State of New Hampshire, County of Merrimack on July 28, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

DEBRA L. LOVE, Notary Public  
My Commission Expires October 16, 2018

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

New Hampshire Department of Health and Human Services  
NH Center for Excellence



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

OFFICE OF THE ATTORNEY GENERAL

9/8/14  
Date

Name: Megan A. Fack  
Title: Attorney - NH Attorney General's Office

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

**Exhibit B-1 Amendment #2**

<b>New Hampshire Department of Health and Human Services</b>	
<b>Bureau of Drug and Alcohol Services</b>	
<b>AMENDMENT/RENEWAL BUDGET FORM</b>	
JSI Research & Training Institute d/b/a	
Bidder/Program Name: <u>Community Health Institute</u>	
Budget Request for: <u>New Hampshire Center for Excellence</u>	
<i>(Name of RFP)</i>	
Budget Period: <u>SFY July 1, 2013 to June 30, 2014</u>	

Line Item	Direct (Incremental)	Fixed (Indirect)	Total BDAS requested funds
1. Total Salary/Wages	\$ 158,680	\$ -	\$ 158,680
2. Employee Benefits	\$ 60,298	\$ -	\$ 60,298
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 3,965	\$ -	\$ 3,965
6. Travel	\$ 1,257	\$ -	\$ 1,257
7. Occupancy	\$ 15,868	\$ -	\$ 15,868
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 3,174	\$ -	\$ 3,174
Postage	\$ 3,174	\$ -	\$ 3,174
Subscriptions	\$ 3,174	\$ -	\$ 3,174
Audit and Legal	\$ 1,587	\$ -	\$ 1,587
Insurance	\$ 1,587	\$ -	\$ 1,587
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,932	\$ -	\$ 5,932
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -
Participant stipends for Learning Collaboratives	\$ 800	\$ -	\$ 800
Learning Collaboratives: special materials, webinar fees	\$ 491	\$ -	\$ 491
		\$ -	
		\$ -	
<b>Sub-Total Direct Costs</b>	\$ 259,987	\$ -	\$ 259,987
14. Indirect Costs (not to exceed 10%)	\$ -	\$ 25,998	\$ 25,998
<b>TOTAL</b>	\$ 259,987	\$ 25,998	\$ 285,985

Contractors Initials:   
Date: 7.28.14

**Exhibit B-1 Amendment #2**

<b>New Hampshire Department of Health and Human Services</b>	
<b>Bureau of Drug and Alcohol Services</b>	
<b>AMENDMENT/RENEWAL BUDGET FORM</b>	
JSI Research & Training Institute d/b/a	
Bidder/Program Name: <u>Community Health Institute</u>	
Budget Request for: <u>New Hampshire Center for Excellence</u>	
<i>(Name of RFP)</i>	
Budget Period: <u>SFY July 1, 2014 to June 30, 2015</u>	

Line Item	Direct (Incremental)	Fixed (Indirect)	Total BDAS requested funds
1. Total Salary/Wages	\$ 169,857	\$ -	\$ 169,857
2. Employee Benefits	\$ 64,546	\$ -	\$ 64,546
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 6,793	\$ -	\$ 6,793
6. Travel	\$ 1,800	\$ -	\$ 1,800
7. Occupancy	\$ 16,986	\$ -	\$ 16,986
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 6,793	\$ -	\$ 6,794
Postage	\$ 5,096	\$ -	\$ 5,096
Subscriptions	\$ 5,096	\$ -	\$ 5,096
Audit and Legal	\$ 3,397	\$ -	\$ 3,397
Insurance	\$ 3,397	\$ -	\$ 3,397
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,000	\$ -	\$ 3,000
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 19,500	\$ -	\$ 19,500
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Participant stipends for Learning Collaboratives	\$ -	\$ -	\$ -
Learning Collaboratives: special materials, webinar fees	\$ 2,171	\$ -	\$ 2,171
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>Sub-Total Direct Costs</b>	\$ 308,432	\$ -	\$ 308,432
14. Indirect Costs (not to exceed 10%)	\$ -	\$ 20,383	\$ 20,383
<b>TOTAL</b>	\$ 308,432	\$ 20,383	\$ 328,815

7%

Exhibit B-2 Amendment #2

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH PROGRAM MODALITY				
Bidder/Program Name: <u>JSI Research &amp; Training Institute d/b/a Community Health Institute</u>				
Budget Request for: <u>SEOW Funding</u>				
Budget Period: <u>Effective date of Amendment # 1 approval - June 30, 2014</u>				
Line Item	Direct (Incremental)	Fixed (Indirect)	Total BDAS requested funds	Allocation Method for Fixed Cost
1. Total Salary/Wages	\$21,309		\$21,309	
2. Employee Benefits	\$8,098		\$8,098	
3. Consultants	\$0		\$0	
4. Equipment	\$0		\$0	
5. Supplies	\$0		\$0	
6. Travel	\$0		\$0	
7. Occupancy	\$2,131		\$2,131	
8. Current Expenses			\$0	
- Communications (phone, internet, email services)	\$1,023		\$1,023	
- Audit/Legal	\$639		\$639	
- Printing (supplies for copying, meeting materials)	\$639		\$639	
- Maintenance (copier, hardware, meeting rooms)	\$639		\$639	
9. Software	\$0		\$0	
10. Marketing/Communications	\$0		\$0	
11. Staff Education and Training	\$0		\$0	
12. Subcontracts/Agreements	\$0		\$0	
13. Other (specific details are mandatory in narrative)	\$0		\$0	
Indirect		\$3,447	\$3,447	(3%) Human Resources (2%) General Administration (2%) Payroll and Accounting
14. TOTAL	\$34,478	\$3,447	\$37,925	
15. Indirect As A Percent of Direct (10%)				10%

Exhibit B-2 Amendment #2

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH PROGRAM MODALITY				
Bidder/Program Name: <b>JSI Research &amp; Training Institute d/b/a Community Health Institute</b>				
Budget Request for: <b>SEOW Funding</b>				
Budget Period: <b>July 1, 2014 - September 29, 2014</b>				
Line Item	Direct (Incremental)	Fixed (Indirect)	Total BDAS requested funds	Allocation Method for Fixed Cost
1. Total Salary/Wages	\$51,917		\$51,917	
2. Employee Benefits	\$19,745		\$19,745	
3. Consultants	\$0		\$0	
4. Equipment	\$0		\$0	
5. Supplies	\$0		\$0	
6. Travel	\$0		\$0	
7. Occupancy	\$5,192		\$5,192	
8. Current Expenses			\$0	
- Communications (phone, internet, email services)	\$2,551		\$2,551	
- Audit/Legal	\$1,555		\$1,555	
- Printing (supplies for copying, meeting materials)	\$1,555		\$1,555	
- Maintenance (copier, hardware, meeting rooms)	\$1,555		\$1,555	
9. Software	\$0		\$0	
10. Marketing/Communications	\$0		\$0	
11. Staff Education and Training	\$0		\$0	
12. Subcontracts/Agreements	\$32,500		\$32,500	
13. Other (specific details are mandatory in narrative)	\$0		\$0	
INDIRECT		\$8,405	\$8,405	(3%) Human Resources (2%) General Administration (2%) Payroll and Accounting
14. TOTAL	\$116,570	\$8,405	\$124,975	
15. Indirect As A Percent of Direct (10%)				

**CERTIFICATE OF VOTE/AUTHORITY**

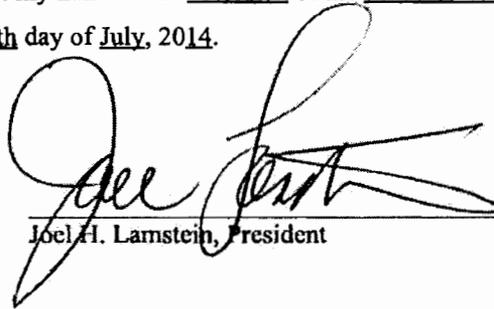
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

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

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

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of July 28, 2014.

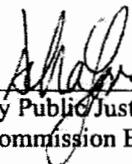
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute this 28th day of July, 2014.



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

STATE OF New Hampshire  
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 28th day of July, 2014 by Joel H. Lamstein.



\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: DEBRA L. LOVE, Notary Public  
My Commission Expires October 16, 2018



48 Bank

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

*Bureau of Drug and Alcohol Services*

Nicholas A. Toumpas  
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6738 1-800-804-0909

Diane Langley, Director  
Sheri Rockburn, Director

Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 25, 2014

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

*Sole Source  
Amendment  
100% Federal*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services, to enter into a **sole source** amendment with JSI Research & Training Institute, Inc. d/b/a Community Health Institute, Purchase Order #1025785 (Vendor #161611 B001), 501 South Street, 2nd Floor Bow, NH 03304, by increasing the Price Limitation by \$162,900.00 from \$614,800.00 to \$777,700.00 to provide technical assistance and facilitation for this additional scope of work for the State Epidemiological Outcome Workgroup on behalf of the Bureau of Drug and Alcohol Services, effective date of Governor and Council approval through September 29, 2014. This agreement was originally approved by Governor and Council on June 19, 2013, Item #135.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2014 and 2015 and are subject to the availability of the federal funding to the Department, with authority to adjust amounts between State Fiscal Years, within the price limitation, and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Current Budget	Increase/ Decrease	Revised Budget Total
SFY 2014	102-500734	Contracts for Prog Svc	\$135,000.00	\$100,000.00	\$235,000.00
SFY 2015	102-500734	Contracts for Prog Svc	\$135,000.00	\$62,900.00	\$197,900.00
		Sub-Total	\$270,000.00	\$162,900.00	\$432,900.00

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR  
COMMISSION FUNDS

Fiscal Year	Class/Object	Class Title	Current Budget	Increase/ Decrease	Revised Budget Total
SFY 2014	102-500734	Contracts for Prog Svc	\$172,400.00	\$0.00	\$172,400.00
SFY 2015	102-500734	Contracts for Prog Svc	\$172,400.00	\$0.00	\$172,400.00
		Sub-Total	\$344,800.00	\$0.00	\$344,800.00
		Total	\$614,800.00	\$162,900.00	\$777,700.00

### EXPLANATION

This amendment represents a sole source request to continue technical assistance, facilitation and administrative support for the State Epidemiological Outcomes Work Group (SEOW) which had been included in the Community Health Institute, NH Center for Excellence contract since 2011 until the funds were eliminated in SFY 2013. The Community Health Institute contract was competitively bid and awarded in SFY 14 to continue the work of the NH Center for Excellence. In late September NH was awarded the expanded Strategic Prevention Framework Partnership for Success federal grant to support the State Epidemiological Outcomes Work, approved by Legislative Fiscal Committee on 1/10/14, Item # FIS 13-290, and by Governor & Council on 1/29/2014, Item #37. This is a sole source request due to the federal government furlough and the delay in receiving answers to our questions from the granting agency resulting in a delay in processing this award. These funds are time limited and are only available through September 29, 2014. The original contract will remain in effect through June 30, 2015.

Funds in this agreement will be used to expand and formalize the work of the State Epidemiological Outcomes Workgroup to serve the data analysis and interpretation needs of five constituencies working to reduce underage drinking among 12 to 20 year olds and to reduce prescription drug misuse among 12 to 25 year olds. This work is a collaboration among the NH Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment; the NH Division of Public Health Services' Web Based Interactive System for Direction and Outcome Measures data monitoring and provider performance system; the prevention programming funded by the Bureau of Drug and Alcohol Services; the six core community sectors of the state's Regional Public Health Network System; and the data interests of the individual members of the State Epidemiological Outcomes Workgroup. The State Epidemiological Outcomes Workgroup is comprised of data specialists from a cross-section of state agencies and state-level stakeholders including Behavioral Health; Department of Safety; Public Health; Department of Education; The University of New Hampshire; and the National Alliance on Mental Illness.

The goals of this project are to improve utilization across multiple state agencies and to enhance state level indicators in the development of the State Epidemiological Outcomes Workgroup manual of the functions, membership, processes and products. This will include a State Epidemiological Outcomes Workgroup Action Plan for SFY 2014-2017 in part to fulfill the data utilization recommendations of the state's five year strategic plan to address substance misuse. The action plan will include:

- Assessing challenges and gaps identified by other state system data sources.
- Work with other state system data sources and stewards to develop recommendations for enhancements and improvements to data collection, analysis and/or utilization to meet the state plan recommendations relative to improved data relative to prevalence rates of alcohol and drug abuse in other state systems, financial impact of those individuals in other state systems as a result of alcohol or drug abuse, strategies being implemented to address alcohol or other drug misuse in state system populations, and outcomes of such services.
- Convene and maintain a community of practice with other state system data stewards to craft these recommendations and to begin the implementation process.
- The development of a State Epidemiological Outcome Workgroup manual for future operations, structure and activities. The contractor will include an action plan for the collection, analysis and utilization of qualitative data to inform state and regional efforts. To complete this action plan the contractor will:

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

- Assist in the development and dissemination of a standardized method of conducting appreciative inquiry data collection, including a curriculum to train state and community members.
- Develop and disseminate guidance in the analysis and utilization of appreciative inquiry data to inform quality improvement in the implementation of state and regional strategic plans.

This request covers services for the period February 1, 2014, or date of Governor & Council approval, whichever is later, to September 29, 2014.

Performance measures include the following:

- There will be improved data monitoring, data analysis and how data is used to achieve better health outcomes across NH.
- There will be increased efficiency in data sharing and use across state level systems.

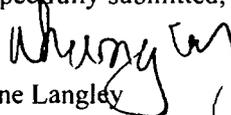
Area served: Statewide

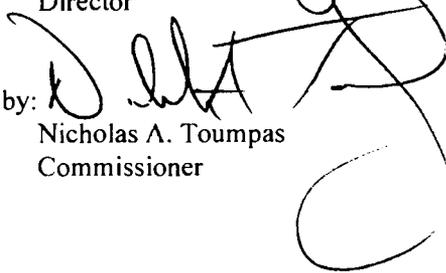
Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework Partnership for Success II SEOW Supplemental Grant.

Should Governor and Executive Council not authorize this request, this would adversely impact and diminish how data is utilization across multiple state agencies, thereby negatively impacting better health outcomes for New Hampshire citizens.

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

Respectfully submitted,

  
Diane Langley  
Director

Approved by:   
Nicholas A. Toumpas  
Commissioner

SR/vtm



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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the JSI Research & Training Institute, Inc.**  
**d/b/a Community Health Institute Contract**

This #1 Amendment to the *JSI Research & Training Institute, INC. d/b/a Community Health Institute* contract (hereinafter referred to as "Amendment #1") dated this *March 20<sup>th</sup>* day of 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and *JSI Research & Training Institute, Inc. d/b/a Community Health Institute* (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at *501 South Street, 2nd Floor Bow, NH 03304*.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 the State may amend by written agreement of the parties;

WHEREAS, the Department is amending the contract to continue technical assistance, facilitation and administrative support for the State Epidemiological Outcomes Workgroup to serve the data analysis and interpretation needs of several funded constituencies working to reduce underage drinking among 12 to 20 year olds and to reduce prescription drug misuse among 12 to 25 year olds.

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

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Price Limitation in Block 1.8 of the P-37 to read \$777,700.
- 2) Amendment and modification of Exhibit A.
  - a) Add Exhibit A-1, Scope of Services.
- 3) Amendment and modification of Exhibit B.
  - a) Delete Exhibit B.
  - b) Replace with Exhibit B Amendment #1.
- 4) Add Exhibit B-2.
- 5) Amendment and modification of Exhibit C-1
  - a) Add # 3 as follows:

3. Contract Extension

This agreement has an option for one (1) two year extension by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

New Hampshire Department of Health and Human Services  
NH Center for Excellence



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

3/25/14  
Date

[Signature]  
NAME  
TITLE

CONTRACTOR NAME

3.26.14  
Date

[Signature] Direct.  
NAME: Jonathan Stewart  
TITLE: Director

Acknowledgement:

State of New Hampshire, County of Merrimack on 3/26/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

DEBRA L. LOVE, Notary Public

My Commission Expires October 16, 2018

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

New Hampshire Department of Health and Human Services  
NH Center for Excellence



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

OFFICE OF THE ATTORNEY GENERAL

3-26-14  
Date

Rosemary Wiant  
Name: Rosemary Wiant  
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



## Scope of Services

1. The Contractor will provide:
  - Meeting management services
  - Administrative Support services
  - Prepare and Distribute reports
  - 1.1. These services will support the activities of the State Epidemiological Outcomes Work Group (SEOW) with the goals to:
    - to improve data monitoring, data analysis and how data is used to achieve better health outcomes across NH and
    - to increase efficiency in data sharing and use across state level systems
2. Period: Effective Date of Contract through September 29, 2014.
3. Meeting management services include the following activities:
  - 3.1. Identifying the members of the SEOW
  - 3.2. Secure locations to hold meetings
  - 3.3. Invite members to the meetings
  - 3.4. Preparing and distributing meeting agendas
  - 3.5. Taking attendance and minutes at the meetings
  - 3.6. Preparing and distributing meeting notices, minutes and special correspondence for the board of directors, workgroups and committees;
  - 3.7. Attending monthly meetings
  - 3.8. Facilitating the SEOW meetings
4. Administrative support services: As instructed by SEOW, the vendor will assist with:
  - 4.1. Collecting data from all state agencies participating in the SEOW
  - 4.2. Preparing documents and reports Distributing reports
  - 4.3. Preparing materials for the SEOW
  - 4.4. Prepare and provide data reports in: raw data files, formatted reports i.e. word, excel, electronic format, other, but limited to as directed by the SEOW.
5. Collect and Report Data for the Partnership for Success grantee to the SEOW
  - 5.1. Working with the Partnership for Success grantees, the vendor will
    - 5.1.1. collect data the from the grantees work
    - 5.1.2. complete a comparison of data prior to and after implementation of best practices, programs, and policies of the grant work
    - 5.1.3. Prepare and distribute reports to the SEOW and Partnership grantees.



Exhibit A-1

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6. Provide data report to meet Partnership for Success final federal evaluation report The vendor will employ a collaborative approach in communication and facilitation that supports the SEOW members to work with each other and to achieve the shared goal of improving data monitoring, collection and analysis; and increase efficiency in data sharing and use across state level system. The vendor will be the main contact for all the SEOW members and projects. This includes, but not limited to:
  - 6.1.1. communicating with all SEOW members
  - 6.1.2. keeping the members informed of meeting, data, information
  - 6.1.3. the central point of receiving information, collecting and collating information and data from the members and to distribute to all members
  - 6.1.4. facilitate meeting with the SEOW chair and ensure that all members are heard at the meetings
  - 6.1.5. disseminating meeting agendas and minutes
  
7. The vendor shall distribute reports approved by SEOW to the following:
  - 7.1. the NH Governor's Commission on Alcohol and Drug Abuse Prevention,
  - 7.2. Intervention and Treatment;
  - 7.3. NH Division of Public Health Services' Web Based Interactive System for Direction and Outcome Measures data monitoring and provider performance system;
  - 7.4. prevention programming funded by the Bureau of Drug and Alcohol Services;
  - 7.5. the six core community sectors of the state's Regional Public Health Network System;
  - and
  - 7.6. the data interests of the individual members of the State Epidemiological Outcomes Workgroup
  
8. Specific Reporting: Contractor shall develop and disseminate reports, manuals, or action plans based on:
  - 8.1. the outcome of SEOWs assessment of challenges and gaps identified by other state system data sources.
  - 8.2. the SEOWs recommendations to enhance and improve data collection, analysis and/or utilization to meet the state plan recommendations relative to improved data relative to prevalence rates of alcohol and drug abuse in other state systems, financial impact of those individuals in other state systems as a result of alcohol or drug abuse, strategies being implemented to address alcohol or other drug misuse in state system populations, and outcomes of such services.
  - 8.3. The SEOWs recommendations for a State Epidemiological Outcome Workgroup manual. The manual defines how the SEOW will operate, be structured, who its members are and future activities. The manual will include an action plan for the collection, analysis and utilization of qualitative data to inform state and regional efforts. To complete the action plan, the contractor will:
    - 8.3.1. Develop and disseminate standardized method of conducting appreciative inquiry data collection, including a curriculum to train state and community members.



Exhibit A-1

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- 8.3.2. Develop and disseminate guidance in the analysis and utilization of appreciative inquiry data to inform quality improvement in the implementation of state and regional strategic plans.
- 8.4. the State Epidemiological Outcomes Workgroup, develop and action plan that shall address the state's Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment 2013 five year strategic plan to reduce substance misuse. Elements of this plan shall be incorporated into the manual and data documents as directed by the SEOW.
- 8.5. the direction of the SEOW, Methods on how to share, and disseminate data across State agencies



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A and Exhibit A-1, Scope of Services, and in accordance with Exhibits B-1 and B-2;
  2. Exhibit A Scope of Services and Exhibit B-1 Budget Form is funded by various sources as a percentage of the total as follows:
    - 2.1. Substance Abuse and Mental Health Services Administration, Strategic Prevention Framework Partnership for Success (CFDA #93.243) in SFYs 14 and 15: 44%
    - 2.2. General Governor's Commission on Alcohol and Drug Abuse Prevention, intervention, and Treatment Funds in SFYs 14 and 15: 56%
  3. Exhibit A-1 Scope of Services and Exhibit B-2 Budget Form is funded as follows:
    - 3.1. Substance Abuse and Mental Health Services Administration, Strategic Prevention Framework Partnership for Success grant SEOW Supplemental grant (CFDA #93.243) in SFYs 14 and 15: 100%Funding is effective date of Amendment #1 approval through September 29, 2014.
  4. Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth (10) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
- Invoices must be submitted to:
- Financial Manager  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street,  
Main Bldg., 3<sup>rd</sup> Floor North  
Concord, NH 03301
5. Payment for contracted services will be made on a line item actual cost reimbursement for allowable expenses based on budgets identified as Exhibits B-1 and B-2. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form. Allowable costs and expenses shall be determined by DHHS in accordance with applicable state and federal laws and regulations.
  6. Notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibits B-1 and B-2 Budgets, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
  7. Requests for budget line item adjustments will not be accepted after June 20<sup>th</sup> of each contract fiscal year.

Exhibit B-2  
Budget Form

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH PROGRAM MODALITY**

Bidder/Program Name: JSI Research & Training Institute d/b/a Community Health Institute

Budget Request for: SEOW Funding

Budget Period: Effective date of Amendment # 1 approval - June 30, 2014

1. Total Salary/Wages	\$56,186			
2. Employee Benefits	\$21,351			
3. Consultants				
4. Equipment				
5. Supplies				
6. Travel				
7. Occupancy	\$5,618			
8. Current Expenses				
- Communications (phone, internet, email services)	\$2,697			
- Audit/Legal	\$1,686			
- Printing (supplies for copying, meeting materials)	\$1,686			
- Maintenance (copier, hardware, meeting rooms)	\$1,686			
9. Software				
10. Marketing/Communications				
11. Staff Education and Training				
12. Subcontracts/Agreements				
13. Other (specific details are mandatory in narrative)				
Indirect		\$9,090		Information Systems (3%) Human Resources (2%) General Administration (2%) Payroll and Accounting (3%)
14. TOTAL	\$90,910	\$9,090	\$100,000	
15. Indirect As A Percent of Direct (10%)	\$9,090			10%

Exhibit B-2  
Budget Form

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH PROGRAM MODALITY				
Bidder/Program Name: <u>JSI Research &amp; Training Institute d/b/a Community Health Institute</u>				
Budget Request for:		SEOW Funding		
Budget Period:		July 1, 2014 - September 29, 2014		
1. Total Salary/Wages	\$35,300			
2. Employee Benefits	\$13,431			
3. Consultants				
4. Equipment				
5. Supplies				
6. Travel				
7. Occupancy	\$3,530			
8. Current Expenses				
- Communications (phone, internet, email services)	\$1,753			
- Audit/Legal	\$1,056			
- Printing (supplies for copying, meeting materials)	\$1,056			
- Maintenance (copier, hardware, meeting rooms)	\$1,056			
9. Software				
10. Marketing/Communications				
11. Staff Education and Training				
12. Subcontracts/Agreements				
13. Other (specific details are mandatory in narrative)				
INDIRECT		\$5,718		Information Systems (3%) Human Resrouces (2%) General Administration (2%) Payroll and Accounting (3%)
14. TOTAL	\$57,182	\$5,718	\$62,900	
15. Indirect As A Percent of Direct (10%)				



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

Nancy L. Rollins  
 Associate Commissioner

May 30, 2013

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

*44% Federal  
 56% Other-  
 Gov. Comm. on Alcohol  
 + Drug Abuse Prevention,  
 Intervention + Treatment*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services, to enter into an agreement with JSI Research & Training Institute, INC. d/b/a Community Health Institute (CHI), 161611B001, 501 South Street, 2<sup>nd</sup> Floor Bow, NH 03304, to provide Technical Assistance and Evaluation Services for the New Hampshire Center for Excellence to the Bureau of Drug and Alcohol Services and its contractors, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015, in an amount not to exceed \$614,800.

Funds to support this request are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
 DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2014	102-500734	Contracts for Prog Svc		\$135,000.00
SFY 2015	102-500734	Contracts for Prog Svc		\$135,000.00
			Sub-Total	\$270,000.00

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
 DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR  
 COMMISSION FUNDS

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2014	102-500734	Contracts for Prog Svc		\$172,400.00
SFY 2015	102-500734	Contracts for Prog Svc		\$172,400.00
			Sub-Total	\$344,800.00
			Total	\$614,800.00

### EXPLANATION

Funds in this agreement will be used to provide Technical Assistance and evaluation to the Bureau of Drug and Alcohol Services and its contracted Alcohol and other Drug Prevention, Intervention, Treatment and Recovery Support Providers. This will enhance the implementation of policies, programs, and practices that improve outcomes of prevention, intervention, treatment and recovery support service activities to mitigate alcohol and other drug misuse and abuse and its social, health, and behavioral consequences.

The funding for this work comes from both the Governors Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment and the Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework Partnership for Success II (SPF PFS II) grant. The SPF PFS II grant was awarded to the State of New Hampshire to address underage drinking among 12-20 year olds and prescription drug misuse and abuse among 12-25 year olds in high risk communities across the state.

The Bureau desires a single source for Technical Assistance that addresses common needs of all contracted providers. While offering a variety of services all Technical Assistance will be interconnected ensuring consistency of messaging. Technical Assistance will support Providers' utilization of Evidence Based Interventions and Best Practices. It will also increase the capacity of the Bureau of Drug and Alcohol Services by writing successful grant applications. Ultimately, this work will increase the capacity and quality of Alcohol and other Drug Prevention services provided in NH, improving individual and community resiliency and recovery, thereby mitigating the negative impact of Alcohol and other Drug misuse and abuse on all NH citizens.

JSI Research and Training Institute d/b/a Community Health Institute was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on April 11, 2013 through May 17, 2013. In addition, a bidder's conference was held on April 25, 2013. One proposal was received as a result of the RFP. Technical and Cost Proposals were reviewed by committee of five professionals, selecting JSI Research and Training Institute d/b/a Community Health Institute for funding based on review criteria as stated in the RFP. Four members of the review committee work in the substance abuse services field. The RFP Scoring Summary is attached.

This request covers services for the period July 1, 2013 to June 30, 2015, with an option to renew for two additional years, pending availability of funding, the agreement of the parties and approval of Governor and Council.

Performance measures include the following: The contractor shall conduct a minimum of 2 Action Learning Collaboratives each year and evaluate those Action Learning Collaboratives for impact on the larger system of care it has been designed to target. The contractor shall provide a report at the end of each Action Learning Collaborative sharing data and results from each session as well as the overall Action Learning Collaborative. The contractor shall develop three sector specific trainings in year one of funding and three in the second year of funding. The contractor shall produce a minimum of 6 reports each year and one Annual System Level Status report for the NH AOD system. The contractor shall assess 28 of BDAS's providers for their ability to meet the SAPT Block requirements during the first year of funding. The contractor shall conduct a minimum of 20 Technical Assistance sessions targeting on BDAS providers meeting the SAPT Block Grant requirements during by the end of the second year of funding. The contractor shall provide a minimum of 2 Technical Assistance sessions with Friends of Recovery NH (FOR NH) during each year of funding. The contractor shall maintain a professional website for BDAS contractors, community members, local coalitions, and other

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 30, 2013  
Page 3 of 3

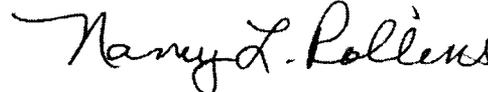
individuals' concerned about Substance Misuse, Abuse, Prevention, Treatment and Recovery through out the funding period. The contractor shall participate in quarterly oversight meetings through out the funding period. The contractor shall conduct a minimum of 13 Technical Assistance sessions focusing on the development and strengthening of the Regional Public Health Advisory Committees during the first year of funding. The contractor shall develop, implement, or analyze data from a minimum of 3 surveys or evaluation tools each year. The contractor shall conduct fidelity audits on a minimum of 6 Evidence Based Interventions, Best Practices or Policies each year of the funding. Pending the release of Requests for Applications the contractor shall write two grant applications each year of funding on behalf of BDAS. The contractor shall convene a panel of experts in the field of prevention quarterly; this panel must meet the SAMSHA Service to Science guidelines.

Area served: Statewide

Source of Funds: 44% Federal Funds from Substance Abuse and Mental Health Services Administration, Strategic Prevention Framework Partnership for Success II Grant and 56% funds from the Governors Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment.

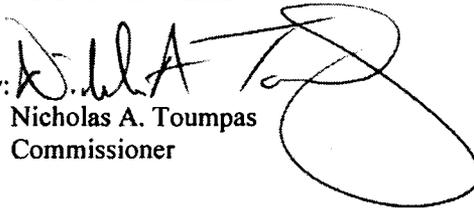
In the event that the Federal Funds becomes no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/ljp

**RFP Score Summary**

RFP# 13-DHHS-DCBCS-BDAS-05

Program Name: NH Bureau of Drug and Alcohol Services (BDAS)

Contract Purpose: Provide Technical Assistance and Evaluation to The Bureau of Drug and Alcohol Services and its contractors JSI Inc.

TECHNICAL PROPOSAL		Max Pts				
CRITERIA		50	37			
Plan of operation						
Administrative Experience and Capacity		25	19			
<b>Total Max Pts Available</b>	<b>Total Pts Given</b>	<b>75</b>	<b>56</b>	<b>0</b>	<b>0</b>	<b>0</b>
COST PROPOSAL						
Budget, Justification, and Indirect Costs		25	20			
<b>Total Max Pts Available</b>	<b>Total Pts Given</b>	<b>25</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>
TOTAL SCORE						
The total technical score holds a weight of 70% of the total points of the proposal. The total cost score holds a weight of 30% of the total points of the overall score of the proposal.			75	0	0	0

AVAILABLE FUNDING		BUDGET REQUEST	
SFY 2014	\$ 307,400.00	SFY 2014	\$ 307,400.00
SFY 2015	\$ 307,400.00	SFY 2015	\$ 307,400.00
<b>TOTAL AVAIL.</b>	<b>\$ 614,800.00</b>	<b>TOTAL REQ.</b>	<b>\$ 614,800.00</b>

REVIEWERS	
Name	Job Title Dept./Agency
Jessica Blais	Chief of Prevention and Edt. DHHS/BDAS
Lindy Keller	Administrator Research and DHHS/BDAS
Valerie Morgan	Administrator Prevention S. DHHS/BDAS
Jamie Powers	Administrator Clinical Serv. DHHS/BDAS
Lori Weaver	Administrator Organization: fice of the Commissioner

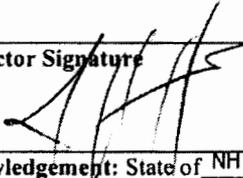
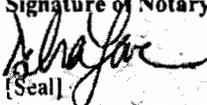
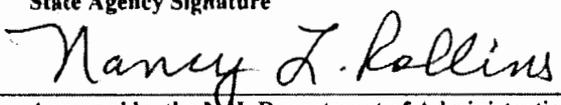
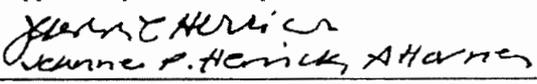
Subject: NH Center For Excellence

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Bureau of Drug and Alcohol Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> JSI Research & Training Institute, INC. d/b/a Community Health Institute (CHI)		<b>1.4 Contractor Address</b> 501 South Street, 2nd Floor Bow, NH 03304	
<b>1.5 Contractor Phone Number</b> 603-573-3300	<b>1.6 Account Number</b> 05-95-49-491510-2988 05-95-49-491510-2989	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 614,800.00
<b>1.9 Contracting Officer for State Agency</b> Jessica Blais		<b>1.10 State Agency Telephone Number</b> (603) 271-6112	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Jonathan Stewart, Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/5/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <del>DEBORA LOVE, Notary Public</del> My Commission Expires December 3, 2013			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> NANCY ROLLINS ASSOC. COMMISSIONER	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Attorney On: <u>7 Jun. 2013</u> JPH			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon 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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials:   
Date: 6/5/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. General Provisions

- A) The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:
- 1) Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
  - 2) All services provided pursuant to this Agreement shall be subject to the most current proposed or formalized rules and regulations promulgated by the Bureau of Drug and Alcohol Services (BDAS) pursuant to RSA 541 A.
  - 3) The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B N.H. RSA 318 B: 12 and N.H. RSA 172:8-A.
- B) Relevant Policies and Guidelines
- 1) The Contractor shall maintain and promote a written policy for supporting a substance free workplace. This policy shall include a written statement regarding rules pertaining to alcohol, tobacco, and other drugs.
  - 2) The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire Bureau of Drug and Alcohol Services (BDAS), any of its agencies, or any of its officers, and the Contractor.
  - 3) Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform BDAS before initiating any research related to this contract.
- C) Culturally and Linguistically Appropriate Standards of Care  
DHHS recognizes that culture and language have considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in efforts to access services, which may be exacerbated during emergencies. To ensure equal access, DHHS expects the contractor(s) to provide culturally and linguistically appropriate services according to the following guidelines:
- 1) Assess the ethnic/cultural needs, resources and assets of their community and region;
  - 2) Plan to address any health disparities identified in the implementation of the regional plan(s) and / or programs;
  - 3) Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment;
  - 4) Offer consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response;
  - 5) Provide interpretation/communication assistance services for those individuals who need it (including but not limited to individuals who are deaf, hard of hearing, blind, visually or speech impaired, have limited English proficiency (LEP) or low literacy skills)
- D) Publications Funded Under Contract
- 1) All products produced under this contract are in the public domain.
  - 2) All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DCBCS before printing, production, distribution, or use.
  - 3) The Contractor shall credit DHHS BDAS on all materials produced under this contract.



## Exhibit A

### 2. Minimum Standards of Core Services

- A) Contractors Minimum Required Services and Performance Measures
- 1) Shall develop and implement new Learning Collaboratives on topics identified by the Bureau of Drug and Alcohol Services.
  - 2) Shall conduct evaluation on the system of care for changes previously presented in Learning Collaboratives.
  - 3) Shall conduct process evaluation of the Learning Collaborative as whole as well as individual sessions.
  - 4) Shall develop and implement sector-specific trainings in collaboration with the contracted training provider.
  - 5) Shall prepare and publish reports using data supplied by BDAS and other sources.
  - 6) Shall translate data into a variety of formats for use by diverse audiences.
  - 7) Shall identify, engage and retrieve data sets from a diverse group of suppliers or relevant data.
  - 8) Shall Develop and publish a system level annual status report for NH each year.
  - 9) Shall assist BDAS in helping contracted provider to meet the Substance Abuse Prevention & Treatment Federal Block Grant (SAPT Block Grant) requirements including by not limited to the following priority areas:
    - i) Substance use disorder (SUD) treatment and interim services targeting pregnant women
    - ii) SUD services for parenting women with minor children
    - iii) SUD services targeting injection drug users
    - iv) SUD services targeting individuals diagnosed with HIV/AIDS, Tuberculosis, and Viral Hepatitis
    - v) Conducting an Independent Peer Review of a minimum of one treatment contractors per state fiscal year
    - vi) Assisting BDAS and its treatment providers in meeting National Outcome Measures (NOMS) for treatment in:
      - (1) Improved client employment and/or education,
      - (2) Improved stable housing,
      - (3) Increased abstinence from alcohol and/or drugs, and
      - (4) Increased use of social and recovery supports
    - vii) Assisting BDAS and its Prevention providers in meeting NOMS for Prevention:
      - (1) Persons Served or Reached by Institute Of Medicine (IOM) category
      - (2) Number of Evidence-Based Programs and Strategies
      - (3) Relative Cost of Evidence-Based Strategies, and
      - (4) Percentage of total Block Grant prevention dollars spent per Center for Substance Abuse Prevention (CSAP) strategy, IOM category and EBI and Best Practices Improvement in overall services that impact population change
  - 10) Shall provide materials through a professional website making information available to BDAS contractors, community members, local coalitions, and other individuals concerned about Substance Misuse, Abuse, Prevention, Treatment and Recovery.
  - 11) Shall work with the agency funded by the NH Department of Public Health Services (DPHS) to provide training and TA services that include, but are not limited to, regional public health preparedness.
  - 12) Shall respond, with the agency funded by the DPHS to provide training and TA, to common TA requests supporting the development and strengthening of the Regional Public Health Advisory Committees to better serve the region in improving health outcomes and engaging key community sectors.
  - 13) Shall develop and implement tools, surveys, and other resources to be utilized at the local, regional, and state level for evaluation.
  - 14) Shall collect and analyze the data collected utilizing the above mentioned tools, surveys and other resources.
  - 15) Shall conduct fidelity audits and evaluation of Evidence Based Interventions and Best Practice Programs and Policies.



## Exhibit A

- 16) Will complete grant applications on behalf of BDAS.
- 17) Shall facilitate and maintain a panel of informed experts in the field of Alcohol, Tobacco, and other Drug prevention to meet the requirements of Substance Abuse & Mental health Services Administration's Service to Science guidelines.
- 18) Shall integrate the principles of a Resiliency and Recovery-Oriented System of Care into all the services provided to BDAS and its contractors.

### 3. Data Reporting Requirements

- A) Invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed
- B) The Contractor must have the ability to communicate and submit required reports via e-mail.
- C) The Contractor shall submit the following reports in formats approved and/or provided by the BDAS unit:
  - 1) Contractors shall enter and complete monthly data reporting in New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the following month, e.g. July data will be entered fully by August 20th.
  - 2) The Contractor shall submit monthly expenditure reports for reimbursement of costs associated with contract activities, by the 20th business day following the month;
  - 3) Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the State.
  - 4) Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of, representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
  - 5) A completed engagement status assessment of communities within the region
  - 6) BDAS may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to BDAS's satisfaction, unless a waiver has been granted.

### 4. Quarterly Site Visits

The Contractor shall allow a team authorized by BDAS to conduct quarterly site reviews that will include the Center for Excellence Director, Center for Excellence Staff (as necessary to discuss relevant projects), the BDAS contract manager, BDAS staff (as necessary to represent relevant program areas). This site visit will review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.

### 5. Evidence Based Core Components

In support of the NH DHHS's, Bureau of Drug and Alcohol Services' commitment to funding evidence-based interventions to prevent and reduce alcohol and other drug problems, the NH Center for Excellence is required to work with BDAS and its contractors to ensure the following:

- A) To assist contractors implementing interventions from the federal registry of evidence-based practice or based on an intervention listed on such a registry, that core elements articulated within the federal registry for the intervention will be implemented with fidelity;
- B) To assist contractors implementing interventions that are not from the federal registry of evidence-based interventions, that core elements be established through the NH Center for Excellence and that the interventions be implemented with fidelity based on the established core elements.



### Exhibit A

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- C) To assist all contractors ensuring, core elements will serve as a basis for reporting, contract compliance and for determinations of efficacy based on outcomes over time.
- D) To assist all contractors ensuring, evaluation designs are supported by the Center for Excellence, subject to BDAS approval. These evaluation designs may include a Core Measurement Instrument administered to participants in direct service interventions.
- E) To assist all contractors ensuring compliance with established core elements and evaluation designs developed or approved by the NH Bureau of Drug and Alcohol Services and the NH Center for Excellence during the contract period. Core elements include the method of delivery, content, dosage/duration, staffing, and location of the intervention.



## Exhibit B

### Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B-1; 44% Federal Funds from Substance Abuse and Mental Health Services Administration, Strategic Prevention Framework Partnership for Success II Grant (CFDA #93.243) and 56% General Governors Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment Funds.

Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

# Budget Form

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

JSI Research & Training Institute d/b/a  
Bidder/Program Name: Community Health Institute

Budget Request for: New Hampshire Center for Excellence  
(Name of RFP)

Budget Period: July 1, 2013 - June 30, 2014

1. Total Salary/Wages	\$	154,825	\$	-	\$	154,825
2. Employee Benefits	\$	58,833	\$	-	\$	58,833
3. Consultants	\$	11,000	\$	-	\$	11,000
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-
5. Supplies:	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-
Office	\$	3,871	\$	-	\$	3,871
6. Travel	\$	1,580	\$	-	\$	1,580
7. Occupancy	\$	15,482	\$	-	\$	15,482
8. Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	3,096	\$	-	\$	3,096
Postage	\$	3,096	\$	-	\$	3,096
Subscriptions	\$	3,096	\$	-	\$	3,096
Audit and Legal	\$	2,787	\$	-	\$	2,787
Insurance	\$	2,787	\$	-	\$	2,787
Board Expenses	\$	-	\$	-	\$	-
9. Software	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	7,000	\$	-	\$	7,000
11. Staff Education and Training	\$	-	\$	-	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-
Participant stipends for Learning Collaboratives	\$	10,000	\$	-	\$	10,000
Learning Collaboratives: special materials, webinar fees	\$	2,000	\$	-	\$	2,000
Indirect	\$	-	\$	27,945	\$	27,945
<b>TOTAL</b>	\$	<b>279,455</b>	\$	<b>27,945</b>	\$	<b>307,400</b>

Indirect:  
Information Systems (3%)  
Human Resources (2%)  
General Administration (2%)  
Payroll and Accounting (3%)

Indirect As A Percent of Direct

10.0%

## Budget Form

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

JSI Research & Training Institute d/b/a  
Bidder/Program Name: Community Health Institute

Budget Request for: New Hampshire Center for Excellence  
(Name of RFP)

Budget Period: June 30, 2014 - July 1, 2015

1. Total Salary/Wages	\$	156,536	\$	-	\$	156,536
2. Employee Benefits	\$	59,484	\$	-	\$	59,484
3. Consultants	\$	11,000	\$	-	\$	11,000
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-
5. Supplies:	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-
Office	\$	3,913	\$	-	\$	3,913
6. Travel	\$	1,840	\$	-	\$	1,840
7. Occupancy	\$	15,654	\$	-	\$	15,654
8. Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	3,131	\$	-	\$	3,131
Postage	\$	3,131	\$	-	\$	3,131
Subscriptions	\$	3,131	\$	-	\$	3,131
Audit and Legal	\$	2,818	\$	-	\$	2,818
Insurance	\$	2,818	\$	-	\$	2,818
Board Expenses	\$	-	\$	-	\$	-
9. Software	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	4,000	\$	-	\$	4,000
11. Staff Education and Training	\$	-	\$	-	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-
Participant Stipends-Learning Collaborative	\$	10,000	\$	-	\$	10,000
Learning Collaborative expenses: special materials; webinar fees	\$	2,000	\$	-	\$	2,000
Indirect As A Percent of Direct	\$	-	\$	27,945	\$	27,945
<b>TOTAL</b>	\$	<b>279,455</b>	\$	<b>27,945</b>	\$	<b>307,400</b>

Indirect As A Percent of Direct

10.0%

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

**1. 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:

**2. 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.

**3. 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.

**4. 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.

**5. 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 applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

**6. 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.

**7. 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.

**8. 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 Contractor's 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:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 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:**

9. **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:

9.1 **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.

9.2 **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.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

10.1 **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.

10.2 **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.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.

**12.1 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.

**12.2 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.

**13. 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.

**14. 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:

14.1 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.

**15. 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.

**16. 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.

**17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

**SPECIAL PROVISIONS – DEFINITIONS**

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

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

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

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

2. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.



6/5/13

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.



6/5/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(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 has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (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
  - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

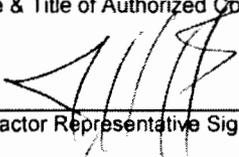
JSI Research & Training Institute, Inc.  
d/b/a Community Health Institute

From: 6/1/2013 To: 7/1/2015

(Contractor Name) (Period Covered by this Certification)

Jonathan Stewart, Director

(Name & Title of Authorized Contractor Representative)

  
(Contractor Representative Signature)

6/5/13  
(Date)

Contractor Initials:   
Date: 6/5/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

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**

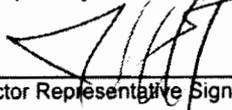
- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

Contract Period: 7/1/13 through 7/1/15

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.

	Jonathan Stewart, Director
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)

JSI Research & Training Institute, Inc. d/b/a Community Health Institute	6/5/13
(Contractor Name)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

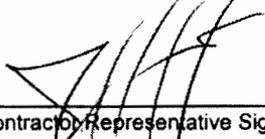
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) 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;
  - (c) 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
  - (d) 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.
- (2) 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**

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

	Jonathan Stewart, Director
_____ (Contractor Representative Signature)	_____ (Authorized Contractor Representative Name & Title)
JSI Research & Training Institute, Inc. d/b/a Community Health Institute	6/5/13
_____ (Contractor Name)	_____ (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

	Jonathan Stewart, Director
_____ (Contractor Representative Signature)	_____ (Authorized Contractor Representative Name & Title)
JSI Research & Training Institute, Inc. d/b/a Community Health Institute	6/5/13
_____ (Contractor Name)	_____ (Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT H**

**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 Representative Signature)	Jonathan Stewart, Director _____ (Authorized Contractor Representative Name & Title)
JSI Research & Training Institute, Inc. d/b/a Community Health Institute _____ (Contractor Name)	6/5/13 _____ (Date)

## NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) **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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

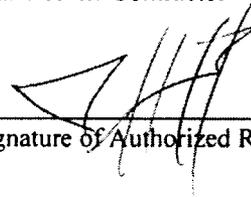
DEPARTMENT OF  
HEALTH & HUMAN SERVICES

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

The State Agency Name

Name of the Contractor

*Nancy L. Rollins*



Signature of Authorized Representative

Signature of Authorized Representative

*Nancy Rollins*

Jonathan Stewart

Name of Authorized Representative

Name of Authorized Representative

*Asst. Commissioner*

Director

Title of Authorized Representative

Title of Authorized Representative

*6 June 2013*

June 5, 2013

Date

Date