

W  
4A



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 OFFICE OF HUMAN SERVICES  
*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

Nicholas A. Toumpas  
 Commissioner

Lorraine Bartlett  
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-4451 1-800-852-3345 Ext. 4451  
 FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 9, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with JSI d/b/a Community Health Institute, 501 South Street 2<sup>nd</sup> Floor, Bow, NH 03304, (Vendor Code #161611 B002), for the provision of juvenile justice systems improvements by extending the completion date from February 29, 2016 to June 30, 2016, effective upon Governor and Executive Council approval, with no change to the price limitation of \$54,000. The Governor and Executive Council approved the original agreement on June 24, 2015 (Item #38). This is a zero cost amendment. 100% Federal Funds

Funds to support this request are available in the following account for State Fiscal Year 2016 pending legislative approval of the next biennial budget.

**05-95-42-421410-79060000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, JUVENILE JUSTICE SERVICES, OJJDP**

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2016	072-500575	42140614	Grants-Federal	\$54,000
			<b>Total:</b>	<b>\$54,000</b>

**EXPLANATION**

The purpose of this amendment is to extend the contract completion date in order to allow the vendor to complete the work identified in the scope of service. The original contract allows the vendor only eight (8) months to complete the services identified in Exhibit A, Scope of Services.

The vendor provides services to juvenile court prevention and intervention programs by educating stakeholders on juvenile court diversion efficacy, core elements and best practices. The vendor will continue business operations of the Center for Excellence, which works with state and local agencies to determine areas of the State that need technical assistance in order to continue juvenile court diversion programs or may benefit from establishing a local juvenile court diversion program.

The State of New Hampshire participates in the federal Office of Juvenile Justice and Delinquency Prevention Act of 2002 Formula Grants program. This grant program requires the State

to support a variety of programs related to delinquency prevention and reduction, juvenile justice system improvement, research, evaluation, statistical analysis, and training and technical assistance.

The federal Office of Juvenile Justice and Delinquency Prevention administers the Formula Grants Program under Title II, Part B, of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended in 1988 and 1992 and reauthorized by Congress in 2002 [42 U.S.C. 5631-5633, Section 22 State Plans 28c (1), (2) and (2-A)]. This Act requires states to support a variety of programs related to delinquency prevention and reduction. The State Formula Grants program requires states to pass a certain amount of funds received to units of general local government or private nonprofit agencies in order to assist those agencies in delivering delinquency prevention and reduction programs.

JSI d/b/a Community Health Institute works with all juvenile court diversion programs in the state to determine what juvenile court diversion programs exist in which areas of the state. Further, the vendor assists juvenile court diversion programs in securing foundational and local funding to continue program operations. The funds awarded to JSI d/b/a Community Health Institute will be used by the vendor specifically to broaden stakeholder knowledge on program standards, best-practices and sustainable funding options by being a repository for information regarding juvenile court diversion programs. Providing a central point of contact for juvenile court diversion programs will ensure that local communities have access to program standards for operation.

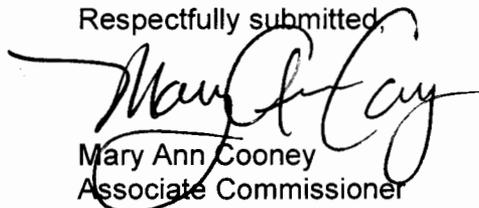
Should the Governor and Executive Council not approve this request, juvenile court diversion programs statewide would not have a central point of contract for consultation on best practices and program standards for operating juvenile court diversion programs for the full twelve (12) month grant period. The result of not having a repository for information through the Center for Excellence for four (4) months of the State Fiscal Year could result in juvenile court diversion programs operating with little to no guidance on program operations and sustainable funding. This could result in a decrease of juvenile court diversion programs available to juveniles statewide, resulting in an increase of youth entering the juvenile justice system, thereby negatively impacting the citizens of New Hampshire.

Area Served: Statewide

Source of Funds: 100% Federal Funds

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

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner



---

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the State Advisory Group (SAG)  
Prevention Services for the Community Contract**

This 1<sup>st</sup> Amendment to the State Advisory Group (SAG) Prevention Services for the Community contract (hereinafter referred to as "Amendment #1") dated this 10th day of July, 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 d/b/a Community Health Institute (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 (the "Contract") approved by the Governor and Executive Council on June 24, 2015 (Item #38), 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 the contract terms by written agreement of the parties, upon approval by the Governor and Executive Council; and

WHEREAS the parties agree to extend the contract end date for four (4) months; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:  
June 30, 2016



New Hampshire Department of Health & Human Services  
State Advisory Group (SAG) Prevention Services for the Community

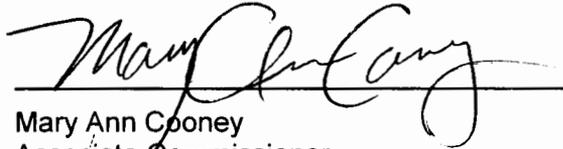


This amendment shall be effective upon the date of Governor and Executive Council approval.

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

7/13/15  
Date

  
Mary Ann Cooney  
Associate Commissioner

JSI d/b/a Community Health Institute

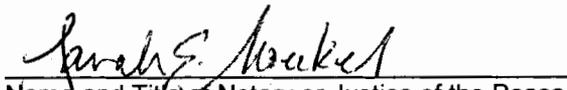
7.9.15  
Date

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

Acknowledgement:

State of NH, County of Merrimack on 7/9/2015, 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

  
Name and Title of Notary or Justice of the Peace



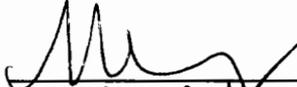
**New Hampshire Department of Health & Human Services  
State Advisory Group (SAG) Prevention Services for the Community**



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

OFFICE OF THE ATTORNEY GENERAL

7/21/15  
Date

  
Name: Megan DeLoe  
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

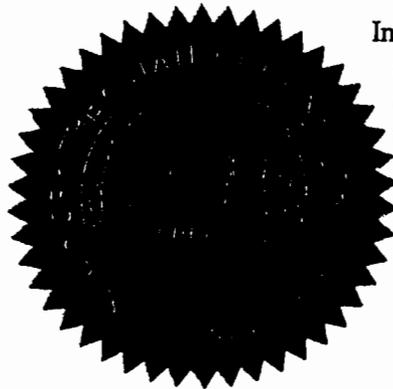
\_\_\_\_\_  
Date

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

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, which appears 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.

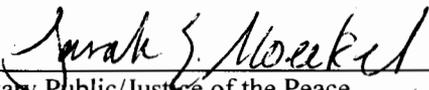
3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of July 9th, 2015.

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 9th day of July, 2015.

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

STATE OF New Hampshire  
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2015 by Joel H. Lamstein.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: Sept, 17 2019





JOHNSNO-01 DMEANEY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/11/2015

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

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

<b>PRODUCER</b> Mason & Mason Technology Insurance Services, Inc. 458 South Ave. Whitman, MA 02382	<b>CONTACT NAME:</b> Judy Yeary <b>PHONE (A/C, No, Ext):</b> (781) 447-5531 <b>FAX (A/C, No):</b> (781) 447-7230 <b>E-MAIL ADDRESS:</b> info@masoninsure.com
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Federal Insurance Company NAIC # 20281 INSURER B: Executive Risk Indemnity 35181 INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  JSI d/b/a Community Health Institute 501 South Street 2nd Floor Bow, NH 03304	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		35873320	09/09/2014	09/09/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73546634	09/09/2014	09/09/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEO <input type="checkbox"/> RETENTION \$		79861066	09/09/2014	09/09/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	71733182	09/09/2014	09/09/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	DIRECTORS & OFFICERS		81595534	11/09/2014	11/09/2015	EACH OCC/GEN AGG 3,000,000
B	ERRORS & OMISSIONS		82120859	09/09/2014	09/09/2015	GEN AGG/EACH OCC 1,000,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services 29 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

## 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, 2013**

**JSI Research and Training Institute, Inc. and Affiliate  
September 30, 2013**

**TABLE OF CONTENTS**

	<b>Page</b>
<b>Independent Auditor's Report</b> .....	1 - 3
 <b>Financial Statements:</b>	
Consolidated Statement of Financial Position.....	4
Consolidated Statement of Activities.....	5
Consolidated Statement of Functional Expenses.....	6
Consolidated Statement of Cash Flows.....	7
Notes to Consolidated Financial Statements.....	8 - 20
 <b>Supplementary Information:</b>	
Schedule of Expenditures of Federal Awards.....	21 - 36
Notes to Schedule of Expenditures of Federal Awards.....	37 - 38
 <b>Other Reports:</b>	
Independent Auditor's Report on Internal Control Over Financial Reporting and On Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> .....	39 - 40
Independent Auditor's Report on Compliance For Each Major Program and on Internal Control Over Compliance Required By OMB Circular A-133.....	41 - 43
Schedule of Findings and Questioned Costs.....	44
Status of Prior Year's Findings and Questioned Costs.....	45

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



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

## INDEPENDENT AUDITOR'S REPORT

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

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

We have audited the accompanying consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate (both non-profit organizations), which comprise the consolidated statement of financial position as of September 30, 2013, 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, 2013, 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**

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.

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

In accordance with *Government Auditing Standards*, we have also issued a report dated March 17, 2014, 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, appearing to read "Thomas R. Fongue, CPA". The signature is written in a cursive style with a large initial 'T' and 'F'.

Duxbury, Massachusetts  
March 17, 2014

**JSI Research and Training Institute, Inc. and Affiliate**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
September 30, 2013

	2013
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	\$ 40,491,257
Receivables for program work	5,530,251
Loans receivable	330,711
Field advances - program	2,855,789
Employee advances	181,854
Prepaid expenses	3,864
Total Current Assets	49,393,726
Property and Equipment:	
Furniture and equipment	625,102
Leasehold improvements	30,355
	655,457
Less: Accumulated depreciation	(585,250)
Net Property and Equipment	70,207
Other Assets	80,198
<b>TOTAL ASSETS</b>	<b>\$ 49,544,131</b>
 <b>LIABILITIES AND NET ASSETS</b>	
Current Liabilities:	
Accounts payable and payroll withholdings	\$ 4,013,743
Accrued vacation	1,456,613
Advances for program work	24,753,370
Loans payable	-
Notes payable	-
Contingencies	-
Total Current Liabilities	30,223,726
Net Assets:	
Unrestricted	19,315,405
Temporarily restricted	5,000
Total Net Assets	19,320,405
<b>TOTAL LIABILITIES AND NET ASSETS</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, 2013

	<b>2013</b>
<b>UNRESTRICTED NET ASSETS:</b>	
Public Support and Revenue	
Public Support:	
Government grants and contracts:	
U.S. Government	\$ 151,661,231
Commonwealth of Massachusetts	5,293,338
Other grants and contracts	40,181,675
Program income	125,762
Contributions	261,260
In kind project contributions	10,537,825
Interest income	47,775
Total Unrestricted Support and Revenue	208,108,866
 Expenses	
Program Services:	
International programs	171,082,230
Domestic programs	12,226,257
Total Program Services	183,308,487
Supporting Services:	
Management and General	21,788,613
Fundraising	219,210
Total Supporting Services	22,007,823
Total Expenses	205,316,310
 Increase (Decrease) in Unrestricted Net Assets	2,792,556
 Net Assets at Beginning of Year	16,527,849
 Net Assets at End of Year	<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, 2013

	PROGRAM SERVICES			SUPPORTING SERVICES			TOTAL
	International Programs	Domestic Programs	Total	Management And General	Fundraising	Total	2013 EXPENSES
Salaries	\$ 18,109,419	\$ 6,124,528	\$ 24,233,947	\$ 4,978,668	\$ 148,767	\$ 5,127,435	\$ 29,361,382
Consultants	10,904,636	3,112,850	14,017,486	1,129,284	20,269	1,149,553	15,167,039
Cooperating National Salaries	25,215,846	-	25,215,846	394,291	-	394,291	25,610,137
Travel	10,045,652	536,038	10,581,690	625,268	(168)	625,100	11,206,790
Allowance & Training	6,019,126	2,247	6,021,373	268,858	-	268,858	6,290,231
Sub-contracts	38,240,080	1,148,501	39,388,581	-	37	37	39,388,618
Equipment, Material and Supplies	4,426,228	53,801	4,480,029	313,936	920	314,856	4,794,885
Other Costs	47,583,418	1,248,292	48,831,710	14,066,276	49,385	14,115,661	62,947,371
In-kind project expenses	10,537,825	-	10,537,825	-	-	-	10,537,825
Depreciation	-	-	-	12,032	-	12,032	12,032
<b>TOTAL EXPENSE</b>	<b>\$ 171,082,230</b>	<b>\$ 12,226,257</b>	<b>\$ 183,308,487</b>	<b>\$ 21,788,613</b>	<b>\$ 219,210</b>	<b>\$ 22,007,823</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, 2013

	<b>2013</b>
<b>Cash Flows From Operating Activities:</b>	
Increase (Decrease) in net assets	\$ 2,792,556
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	12,032
(Increase) Decrease in receivables for program work	(2,979,106)
(Increase) Decrease in loans receivable	(330,711)
(Increase) Decrease in field advances - program	(706,652)
(Increase) Decrease in employee advances	3,766
(Increase) Decrease in other assets - deposits	762
Increase (Decrease) in accounts payable and payroll withholdings	1,203,439
Increase (Decrease) in accrued vacation	93,070
Increase (Decrease) in advances for program work	2,883,650
Net Cash Provided (Used) By Operating Activities	2,972,806
 <b>Cash Flows From Investing Activities:</b>	
Acquisition of property and equipment	(34,047)
Net Cash Provided (Used) By Investing Activities	(34,047)
 <b>Cash Flows From Financing Activities:</b>	
Proceeds from loans payable	2,910,553
Payments of loans payable	(3,395,271)
Net Cash Provided (Used) By Financing Activities	(484,718)
 Net Increase (Decrease) in Cash and Cash Equivalents	2,454,041
 Cash and Cash Equivalents at Beginning of Year	38,037,216
 Cash and Cash Equivalents at End of Year	\$ 40,491,257

See notes to consolidated financial statements.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**September 30, 2013**

**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, 2013**

**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, 2013**

**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 2010, 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, 2013**

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

year ended September 30, 2013 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, 2013**

**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, 2013:

Current assets:	
Cash and cash equivalents (invested)	<u>\$ 22,195,838</u>
	<u>\$ 22,195,838</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, 2013:

	<u>Unrestricted</u>
Interest income	<u>\$ 47,775</u>
Total investment return	<u>\$ 47,775</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, 2013 was \$0.

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

U.S. Agency for International Development	\$ 1,964,024
Commonwealth of Massachusetts	827,417
Other - non-governmental	<u>2,738,810</u>
	<u>\$ 5,530,251</u>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

**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, 2013 is \$330,711.

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

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

	<b>Cost</b>	<b>Accumulated Depreciation</b>	<b>Net</b>
Furniture and equipment	\$ 625,102	\$ (559,557)	\$ 65,545
Leasehold Improvements	30,355	(25,693)	4,662
	<b>\$ 655,457</b>	<b>\$ (585,250)</b>	<b>\$ 70,207</b>

Depreciation expense was \$12,032 for the year ended September 30, 2013.

**NOTE 8 – OTHER ASSETS**

Other assets consist of the following at September 30, 2013:

Deposits	\$ 43,253
Artwork - donated	36,945
	<b>\$ 80,198</b>

**NOTE 9 – ACCRUED VACATION**

In accordance with formal policies, vacation was accrued at September 30, 2013 as follows:

JSI Research and Training Institute, Inc.	\$ 1,142,159
World Education, Inc. (Affiliate)	314,454
	<b>\$ 1,456,613</b>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

**NOTE 10 – ADVANCES FOR PROGRAM WORK**

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

U.S. Agency for International Development	\$ 3,151,531
U.S. Dept. of Health and Human Services	83,811
Other - non-governmental	<u>21,518,028</u>
	<u>\$ 24,753,370</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, 2013 is \$0.

**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 March 20, 2013. 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, 2013 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, 2013, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended September 30, 2013.

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, 2013, the outstanding balance is \$0. No interest was incurred on this loan during the year ended September 30, 2013. (See NOTE 17)

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

**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, 2013. Management believes that the co-borrower is current on the loan and that its collateral exceeds the balance due. (See NOTE 17)

**NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS**

At September 30, 2013, 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, 2013. The temporarily restricted net assets balance at September 30, 2013 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.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

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

The following summarizes the Company’s calculation of the surplus for fiscal year 2013 and on a cumulative basis:

	<u>Surplus Retention Net Assets</u>	<u>Other Net Assets</u>	<u>Total Net Assets</u>
Beginning of Year	\$ 524,405	\$ 16,003,444	\$ 16,527,849
Current Year	<u>122,685</u>	<u>2,669,871</u>	<u>2,792,556</u>
End of Year	<u>\$ 647,090</u>	<u>\$ 18,673,315</u>	<u>\$ 19,320,405</u>

**NOTE 16 – COMMONWEALTH OF MASSACHUSETTS**

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

Accrued (deferred) Revenue at October 1, 2012	\$ 653,636
Receipts	(5,119,557)
Disbursements/expenditures	<u>5,293,338</u>
Accrued (deferred) Revenue at September 30, 2013	<u>\$ 827,417</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, 2013, John Snow, Inc. billed JSI Research and Training Institute, Inc. \$15,408,528 for consulting services (technical support). This amount is reflected under the program services-consulting line item on the statement of functional expenses. In addition, JSI Research and Training Institute, Inc. performed consulting services (technical support) for John Snow, Inc. totaling \$8,871,652.

The two companies also share facilities and pool various overhead expenses. For the year ended September 30, 2013, JSI Research and Training Institute, Inc. incurred \$15,551,582 of overhead expenses (supporting services), of which \$4,193,889 was its share of John Snow, Inc. incurred costs.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

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

JSI Research and Training Institute, Inc. is a co-borrower with John Snow, Inc. on a commercial demand loan-revolving line of credit with an expiration date of November 30, 2013, 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, 2013 was 2.2142%. At September 30, 2013, a balance of \$0 was outstanding on the loan. Management believes the loan payable will be extended, when due, under similar terms and conditions.

The Organization has various unsecured short-term loans receivable, due on demand, from John Snow, Inc. No interest is charged on the loans. The loans receivable balance at September 30, 2013 is \$330,711.

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, 2013 are summarized as follows:

Administrative and technical support	\$ 673,546
Other direct charges (including rent of \$720,135)	<u>1,024,389</u>
	<u>\$ 1,697,935</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 \$382,527 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.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

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

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

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 five-year, \$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, 2013, JSI Research and Training Institute, Inc. billed PSCM \$45,864,166 for services performed.

**Other**

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

The Manoff Group, Inc. (a non-exempt corporation; 40% owned by John Snow, Inc.)	\$ 957,540
	<u>\$ 957,540</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 \$2,355,705 for the year ended September 30, 2013.

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 \$335,395 in the year ended September 30, 2013.

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

**NOTE 19 – COMMITMENTS**

**Operating Leases**

The JSI Research and Training Institute, Inc. leases space for general offices under operating leases expiring from 2013 through 2018. The leases contain renewal options for periods of up to 5 years.

During the year ended September 30, 2013, rentals under long-term lease obligations were \$454,300. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2013 are:

<u>Year Ended</u> <u>September 30,</u>	
2014	\$ 459,904
2015	469,786
2016	384,243
2017	258,901
2018	170,468
Thereafter	<u>-</u>
	<b><u>\$ 1,743,302</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, 2013 was \$805,192

**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, 2013:

	<u>Income</u> <u>Received</u>	<u>% of</u> <u>Total Income</u>
U.S. Agency for International Development	\$ 97,666,087	46.93%
Partnership for Supply Chain Management, Inc.	<u>45,864,166</u>	<u>22.04%</u>
	<b><u>\$ 143,530,253</u></b>	<b><u>68.97%</u></b>

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2013**

**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 \$10,537,825 for the year ended September 30, 2013, 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, 2013, the following donated materials and services received by the Organization have been used to fulfill matching requirements on active grants:

36346	Ethiopia SNL	\$ 307
36521	Uganda STAR-EC	2,398,751
36528	Nigeria Tship	6,076,103
36529	Ghana Focus	678,840
36662	Madagascar CBIHP	452,788
36697	SPRING	507,044
62304	Nepal	107,673
63068	Benin	121,832
63101	Senegal/Journalism	4,114
63114	Uganda	78,345
64024	Tanzania	105,520
64026	Uganda	2,318
64042	Uganda	4,179
64057	Zimbabwe	11
		<u>11</u>
		<b><u>\$ 10,537,825</u></b>

**NOTE 22 – SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through March 17, 2014, 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.



**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



A Division of

JSI Research & Training

Institute, Inc.

A Nonprofit Organization

**Officers**

<u>Name</u>	<u>Title</u>	<u>Term</u>
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**

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



**New Hampshire's Public Health Institute**

# SARAH E. MOECKEL

---

smoeckel@jsi.com

## EDUCATION

UNIVERSITY OF NEW HAMPSHIRE, DURHAM  
*Bachelor of Arts, Politics and Society, 2012*

## EXPERIENCE

**JSI d/b/a Community Health Institute, Bow, New Hampshire**  
*Project Associate, March 2013 to present*

**NH Department Child Youth and Families, Juvenile Court Diversion Center for Excellence, March 2013 to present**  
Provide project support to the New Hampshire Division of Children, Youth and Families Bureau of Juvenile Justice to create the Juvenile Court Diversion Center for Excellence. The primary goal of this three-year project is to educate policymakers on: the efficacy of court diversion; the core elements and best practices of court diversion that are integral to efficacy; and best practice strategies to initiate and sustain court diversion programs in New Hampshire. JSI will use its experiences in public and community health improvement as well as technical experts from the field of practice in court diversion to conduct meetings with policymakers; develop effective manuals and materials for use in promoting, implementing and sustaining court diversion; institute communication channels and a technical assistance delivery system to support a learning community of practitioners; and through these efforts increase knowledge and action relative to expanded, effective court diversion practice in New Hampshire.

**Manchester Department of Public Health, Manchester Neighborhood Health Improvement Strategy, June 2013 to present**  
Provide project support, facilitation, and logistics coordination to Manchester Department of Public Health in six community forums with community stakeholders and leaders in creation of a Neighborhood Health Improvement Strategy (NHIS). Summarization of Data, Data Collection, Support of data coding, and facilitation and support of NHIS conference.

**NH Department of Public Health, Department of Health and Human Services, 2013 NH HIV Needs Assessment, August 2013 to present**  
Provide project support on project logistics, booking meetings, and meeting minutes. Support of creation content and document editing with regard to Resource Inventory section of the 2013 NH HIV Needs Assessment, under the direction of project director, and collaboration of JSI Boston during a two year period. Reporting of deliverables, and project updates to NHDHHS, Department of Public Health.

**NH Department of Health and Human Services, Partnerships for Quitline Sustainability, Tobacco Prevention and Control Program, September 2013 to present**  
Provide logistics, meeting coordination, and general note taking support to the NH Quitline contract and subcontract meetings.

## PRIOR EXPERIENCE

**Office of Governor John Lynch-Office of Citizen Services, Concord, New Hampshire**  
*Legislative Intern, 2012*

Conducted data entry and analysis for the Office of Citizen Services in its role as constituent based support for policy initiatives. Tracked, cataloged, and reported on legislation of interest to the Governor and his policy staff, in both NH's House of Representatives, and Senate. Completed Capstone Research Project as part of the Internship on political gerrymandering and its political consequences over the next decade, with particular attention paid to NH Senate redistricting SB 201, and HB 592.

**University of New Hampshire-Thompson School of Applied Science, Durham/Manchester, New Hampshire**  
*Project Manager, 2010-2011*

Acted as Project Manager on the Community Leadership program's warm clothing initiative, Warmth from the Millyard; a warm clothing donation match program for social service agencies and donors. Sole management of the project's largest donor, NH



Lions Club. Scope of work included oversight of Volunteer NH's online database for use in donation facilitation, coordination of events, and overall project support, and development for NH Lions donation of 10,000 plus warm clothing items. Secured NH Lions as a continued and indefinite donor. Worked as Project Support Liaison for Warmth's *Reading Makes a Difference Program*, which facilitated reading projects with 21<sup>st</sup> Century at-risk learners in two NH locations: Beech St. School, Manchester and Somersworth Youth Safe Haven, Somersworth, NH.

## **AFFILIATIONS**

Membership Committee Co-Chair, New Hampshire Public Health Association, *August 2013-Present*

## **COMPUTER SKILLS**

Proficient in Adobe Acrobat, Microsoft Office applications, and SPSS.

# RACHEL S. KOHN, MSW, MPH

---

rkohn@jsi.com

## EDUCATION

SCHOOL OF THE MUSEUM OF FINE ARTS, BOSTON, MASSACHUSETTS  
*Graphic Design Certificate, December, 2008*

BOSTON UNIVERSITY SCHOOL OF PUBLIC HEALTH, BOSTON, MASSACHUSETTS  
*M.P.H., Epidemiology, September, 1998*

BOSTON UNIVERSITY SCHOOL OF SOCIAL WORK, BOSTON, MASSACHUSETTS  
*M.S.W., Macro Social Work, May, 1997*

UNIVERSITY OF MASSACHUSETTS, AMHERST, MASSACHUSETTS  
*B.A., Social Thought and Political Economy, May, 1989*

## EXPERIENCE

**Community Health Institute, Bow, New Hampshire**  
**JSI, Boston, Massachusetts**

*Senior Consultant, November 1998 to present*

Areas of technical expertise include: project management; needs assessment; program evaluation; survey research design and administration; technical assistance for program-level and client-level program implementation; all aspects of qualitative and quantitative data collection and management; grant writing, and report writing and dissemination. Content expertise includes evidence-base strategies to address substance abuse prevention and treatment; treatment drug courts; and prisoner reentry programs. These technical skills are complimented by extensive experience in graphic design with a focus on data visualization and health communication strategies.

*Program Evaluation and Needs Assessment projects:*

### Current Projects:

**New Hampshire Department of Children, Youth & Families – Juvenile Court Diversion Center for Excellence**  
Project Director – Lead the development of a Juvenile Court Diversion Center for Excellence which aims to educate policymakers on the efficacy; core elements and best practices; and best practice strategies to initiate and sustain court diversion programs.

### **Cheshire County – Cheshire County Drug Court**

Project Director – Oversee the development of an evaluation protocol, data management systems and periodic evaluation reports for the SAMHSA/CSAT-funded Cheshire County Drug Court (CCDC). In parallel, implement a Department of Justice Bureau of Justice Assistance-funded cost-benefit analysis of the CCDC using the Transactional and Institutional Cost Analysis approach along with a quasi-experimental study design to compare outcome result between participants and comparable peers.

### **Keystone Hall – Family-Based Prisoner Substance Abuse Treatment Program**

Evaluator – Development and implementation of a process and outcome evaluation plan and customized MS Access data collection system for a Bureau of Justice Assistance-funded trauma informed-treatment and re-entry case management program for incarcerated women in five New Hampshire county correctional facilities.

### **Institute for Health and Recovery – Project RENEW**

Evaluation Advisor –SAMHSA/CSAT-funded Re-Entry Network for Empowering Women project (RENEW). Responsibilities include evaluation design, training of program staff in monitoring, evaluation and data reporting, and analysis and presentation of evaluation data.

### **Dover Youth to Youth – One Voice Youth Empowerment Model**

Work with the Dover Youth to Youth, innovators of the One Voice Youth Empowerment Model, to establish evidence of program effectiveness. Evaluation enhancement efforts were funded by Center for Substance Abuse Prevention's Center for the Application of Prevention Technologies (CAPT) Service-to-Science program in preparation for submission to the National Registry of Evidence-base Programs and Practices (NREPP).

### **Community-Based Coalition Evaluation**

Evaluator – Provide evaluation services for local substance abuse prevention coalitions and Drug-Free Community Grantees including evaluation plans, membership surveys, collecting and reporting national outcome measures using YRBS or comparable data sources, and local strategy/activity program evaluation.



### Other Recent Projects:

#### **Adolescent Substance Abuse Treatment – Seacoast Youth Services**

Evaluator – Seacoast Youth Services OJJDP-funded Adolescent Substance Abuse Treatment program targeting high-risk youth and Project Adventure, a behavior modification program that uses proactive strategies to provide alternatives to high risk behaviors. Designed a utilization-focused evaluation plan and tools for multiple programs provided by SYS.

#### **NH Tobacco & Obesity Policy Project**

Evaluator for implementing high-impact public policy in the domains of licensed child care settings and public schools. TOPP evaluation activities included an annual needs assessment and survey of licensed childcare providers, evaluation of a 3-module training protocol, and an assessment of public school wellness policy adoption and implementation.

#### **Assertive Adolescent Family Treatment – Cohort 2 & 3**

Evaluator – SAMHSA/CSAT-funded Assertive Adolescent Family Treatment (AAFT-2 & -3) for Child & Family Services Adolescent Substance Abuse Treatment Program, a program designed to provide substance abuse treatment services New Hampshire adolescents in Merrimack, Hillsborough and western Rockingham counties.

#### **NH Immunization Marketing**

Evaluator for the NH Immunization Program health marketing campaign that identified priority audiences, best-practice outreach strategies, partner communication channels and effective educational outreach materials to advance the understanding of the health benefits of vaccines and immunizations.

#### **Legacy Foundation Low Income Smokers**

Evaluation and dissemination of an innovative 2-year pilot study designed to enroll low income smokers into smoking cessation quitlines through financial services or workplace transition educational settings using the Ask, Advise, Refer approach with current smokers and help them to identify the financial implications of smoking tobacco.

#### **New Hampshire Strategic Prevention Framework State incentive Grant**

Providing local evaluation services and technical support to two regional coalitions implementing the New Hampshire SPF-SIG assessment, planning and implementation process to address underage and binge drinking among youth and young adults in each region.

#### **CAB Health and Recovery Services, Inc.**

Evaluator – Provide evaluation and data management services for multiple SAMHSA/CSAT-funded substance abuse treatment and prevention programs including: MET/CBT-5; Essex County Juvenile Drug Court; Young Offenders Reentry Program; Women RISE; and Protect Encounter.

#### **Youth Vision**

Consultant – Conducted a needs assessment and gap analysis of youth between the ages of 16 to 25 who are currently, or at one time, received out-of-home care through the Manchester NH district office.

#### **NH Fit WIC**

Evaluation Consultant – Developed an evaluation plan for the New Hampshire Department of Health and Human Services, Nutrition and Health Promotion Section NH Fit WIC Program. Framed by a utilization-focused evaluation design that incorporated input from all stakeholders of the NH Fit WIC Program.

#### **New Hampshire State Incentive Grant**

Local Evaluator Liaison for three of twelve funded community coalitions funded under the State Incentive Program to implement evidence based models of substance abuse prevention with youth. Interventions range from school based educational, support and prevention programs to those focused on strengthening families. Responsible for assessment of the capacity of each coalition to implement an evaluation of prevention interventions.

### *Selected Environmental Health projects:*

#### **NH Environmental Public Health Tracking Program Data Utilization and Outreach Project**

Project Director for the New Hampshire DHHS Environmental Public Health Tracking program to assess the current communication plan, evaluate the target audience needs, create a user feedback process and develop an outreach plan in order to increase the utilization on EPHT' electronic database and communication tools.

#### **Prairie Grove Health Study**

Project Director for study designed to assess current and historical health exposure and status of children diagnosed with cancer living in Prairie Grove, Arkansas. Data collected included extensive residential, occupational and health histories of the children and families involved in a legal case against local chicken feed industry. The investigation was designed to review the higher than expected rates of childhood cancers which may be linked to exposure to inorganic arsenic found in chicken litter spread on farmland surrounding the town.

### **NH Environmental Public Health Tracking Program Planning**

Project management for the New Hampshire DHHS Environmental Public Health Tracking program development of and implementation plan for a comprehensive tracking and surveillance system. Over seeing Advisory Council and workgroup coordination and facilitation, public health workforce assessment, environmental policy review, and one-day conference planning and facilitation.

### **New Hampshire Biomonitoring Planning Grant**

Facilitator for the development of a plan for a human biomonitoring program for the New Hampshire Department of Health & Human Services, Office of Community and Public Health, Public Health Laboratories. Coordinated the Mercury Biomonitoring work group to develop and implement a human biomonitoring program for Mercury exposure among populations at risk in New Hampshire.

### **Mobile Bay Mercury Study**

Project Director for study designed to determine if Mobile County residents have higher levels of mercury in their bodies and whether their exposure to mercury came from eating fish contaminated with mercury. The goals of the study are to verify previous findings of mercury contamination detected in the area and to determine if there is variation within the levels and rates of exposure to mercury across the county.

### **Weymouth Community Health Assessment**

Project manager for Weymouth Community Needs Assessment designed to identify unmet health needs in the Town and devise a plan to decrease risk factors that are preventable for respiratory illness, mental illness, high risk behaviors, cardiovascular disease, home accidents, and potential environmental exposures from the South Weymouth Naval Air Station.

### **Toms River Health Status Assessment**

Project Director for study designed to assess current and historical health status of children and mothers in Toms River, New Jersey by collecting extensive residential, occupational and health histories of families involved in a class action case against local industry. The investigation was designed to review the higher than expected rates of childhood cancers which were suspected of being linked to local industry and contamination of air as and water sources. Findings from this study contributed to a substantial settlement awarded to the families.

### **Cape Cod Women's Health Study**

Coordination of survey research component of environmental and behavioral implications on breast cancer and disease prevalence on Cape Cod. Established remote office location in Hyannis where the telephone interviews are conducted. Interviewer recruitment, training and management, instrument design, implementation and data management between Hyannis and Boston office.

### *Selected Graphic Design projects:*

**Annual Public Health Conference Posters and Materials**

**New Hampshire Immunization Program**

**Prevention Research Center at Dartmouth**

**United Ways of the Greater Seacoast: State of the Seacoast Report**

**Delamano**

**Berkshire Medical Center Diabetes Education Brochure: Hospital to Home**

**Legacy Foundation Tobacco Education Training Manuals**

**Tools from the Field: Participant-Centered Techniques for Effective Training**

**New Hampshire Public Health Networks (NH PHN)**

**Creating Positive Change Coalition**

**Northern Strafford County Health and Safety Council**

## **ASSOCIATIONS | BOARDS**

National Association of Drug Court Professionals; American Evaluation Association, Amesbury Cultural Council.

## **COMPUTER SKILLS**

Adobe CS6 Professional Suite: Illustrator, Photoshop, InDesign, Flash, Dreamweaver; MS Office Suite: Word, Excel, Publisher, Access; SPSS; Social Network Applications.

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** JSI Research and Training Institute Inc. dba Community Health Institute

**Name of Bureau/Section:** State Advisory Group (SAG) Contract for Prevention Services with the State of NH

<b>BUDGET PERIOD: SFY 15</b>				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Rachel Kohn	Project Director	\$90,000	4.07%	\$3,658.78
Sarah Moeckel	Project Support	\$42,000	4.95%	\$2,077.17
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$5,735.95</b>

<b>BUDGET PERIOD: SFY 16</b>				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Rachel Kohn	Project Director	\$92,700	11.14%	\$10,327.99
Sarah Moeckel	Project Support	\$43,260	15.90%	\$6,879.27
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$17,207.26</b>

38 mac



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas  
Commissioner  
Lorraine Bartlett  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-626-2983 TDD Access: 1-800-735-2964

May 11, 2015

**G&C Approved**

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

Date 6-24-15

Item # 38

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with the vendors listed, for the provision of juvenile justice systems improvements and/or services in order to improve juvenile justice system efficiency and efficacy, in an amount not to exceed \$189,000 effective upon Governor and Executive Council Approval through the expiration dates noted in the table below. 100% Federal Funds.

Vendor	Vendor Code	Location	Expiration Date	Amount
Youth Council	154886	112 West Pearl Street Nashua, NH 03060	6-30-16	\$45,000
Community Health Institute	161611 B002	501 South Street, 2 <sup>nd</sup> Floor, Bow, NH 03304	2-29-16	\$54,000
NH Juvenile Court Diversion Network	TBD	23 Wakefield Street Rochester, NH 03867	6-30-16	\$90,000
			<b>Total:</b>	<b>\$189,000</b>

Funds to support this request are available in the following account in State Fiscal Year 2015 and anticipated for State Fiscal Year 2016, upon availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified:

**05-95-42-421410-79060000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, JUVENILE JUSTICE SERVICES, OJJDP**

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2015	072-500575	42140614	Grants-Federal	\$26,713
2016	072-500575	42140614	Grants-Federal	\$162,287
			<b>Total:</b>	<b>\$189,000</b>

## EXPLANATION

The purpose of this Request is to enter into an agreement with the three (3) vendors listed above to provide coordination of juvenile court intervention and diversion services that are available to at-risk youth, statewide.

The State of New Hampshire participates in the federal Office of Juvenile Justice and Delinquency Prevention Act of 2002 Formula Grants program. This grant program requires the State to support a variety of programs related to delinquency prevention and reduction, juvenile justice system improvement, research, evaluation, statistical analysis, and training and technical assistance.

The federal Office of Juvenile Justice and Delinquency Prevention administers the Formula Grants Program under Title II, Part B, of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended in 1988 and 1992 and reauthorized by Congress in 2002 [42 U.S.C. 5631-5633, Section 22 State Plans 28c (1), (2) and (2-A)]. This Act requires states to support a variety of programs related to delinquency prevention and reduction. The State Formula Grants program requires states to pass a certain amount of funds received to units of general local government or private nonprofit agencies in order to assist those agencies in delivering delinquency prevention and reduction programs.

The Department of Health and Human Services solicited proposals from local government entities and nonprofit agencies for delinquency prevention and intervention programs through the Request for Proposal process. A Request for Proposal was posted to the Department's website on August 20, 2014 through September 22, 2014. Four (4) proposals were received from three (3) vendors. The State Advisory Group selected the three (3) proposals that most closely related to improving juvenile court diversion programs. See attached bid sheet.

Should the Governor and Executive Council not approve this request, the NH Diversion Network would experience a reduction in services that are available statewide to ensure services are available to children and families as a method of avoiding the official court process. Without a Network Coordinator, there is no method of effectively determining the number of services that are available, statewide, nor would there be an official method in place to ensure services continue to be available to the populations most in need.

Area Served: Nashua Area

Source of Funds: 100% Federal Funds

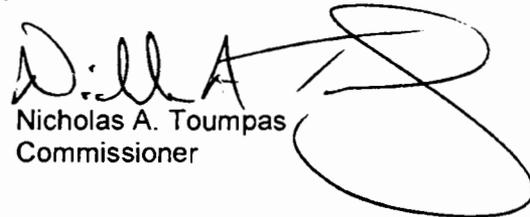
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

**RFP 15-DHHS-OHS-DCYF-12**  
**State Advisory Group (SAG) Prevention Services for the Community**  
**Vendor Proposal Review**

Vendor	Area Served	Consensus to Fund at Grant Level:	Consensus to NOT Fund
Youth Council (DMC Reduction)	Nashua	\$45,000	
Youth Council (Transitional Services)	Nashua		X
Community Health Institute d/b/a JSI	Statewide	\$54,000	
NH Juvenile Court Diversion Network	Statewide	\$90,000	
<b>State Advisory Group (SAG) Program Committee Evaluation Team</b>			
Joseph Diament – Director, Community Corrections, Department of Corrections	Ted Kirkpatrick – Associate Dean, University of New Hampshire, Durham		
Bonnie St. Jean – Administrator, Department of Resource and Economic Development	Don Bazzell, Beckett School		
Judge Clifford Kinghorn – Judge, Administrative Office of the Courts	Pamela Sullivan, Division for Children, Youth and Families, Youth Development Center		
Steve Row, Carroll County Sheriff's Department			

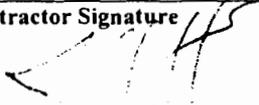
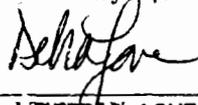
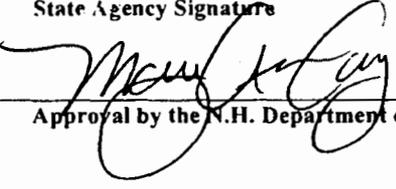
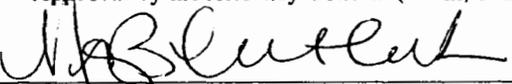
Subject: State Advisory Group (SAG) Prevention Services for the Community

**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 & Human Services Division for Children, Youth and Families		<b>1.2 State Agency Address</b> 1056 North River Road Manchester, NH 03104	
<b>1.3 Contractor Name</b> JSI d/b/a Community Health Institute		<b>1.4 Contractor Address</b> 501 South Street, 2 <sup>nd</sup> Floor Bow, NH 03304	
<b>1.5 Contractor Phone Number</b> 603-573-3300	<b>1.6 Account Number</b> 072-50057542140614	<b>1.7 Completion Date</b> February 29, 2016	<b>1.8 Price Limitation</b> \$54,000
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Jonathan Stewart, Regional Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>2/17/15</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 Public</b> My Commission Expires October 16, 2018		DEBRA L. LOVE, Notary Public My Commission Expires October 16, 2018	
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> MARY Ann Cooney ASSOCIATE 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:  On: <u>6/8/15</u>			
<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: AS  
Date: 2-17-15

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. Provisions Applicable to all Services**

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Service(s) described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

**2. Services to be Provided**

The Contractor shall provide services to juvenile court diversion programs, policymakers and stakeholders, and the Department of Health and Human Services to improve the efficacy, evaluation and sustainability of juvenile court diversion programs statewide by continuing Center for Excellence business operations, which include but are not limited to, educating stakeholders and policymakers on juvenile court diversion efficacy, core elements and best practices. The Contractor shall:

- 2.1 Engage stakeholders on juvenile diversion efficacy, core elements and best practices in order to expand the reach of diversion programming to underserved areas. The Contractor shall, at a minimum:
  - 2.1.1 Initiate contact and conduct interviews with juvenile court diversion programs including those programs that are not accredited by the Circuit Court or involved with the New Hampshire Juvenile Court Diversion Network to determine program structure, challenges, successes and sustainability. The Contractor, at a minimum, shall:
    - 2.1.1.1 Make initial contact by telephone with administrators, or designees, of the juvenile court diversion programs to schedule interviews.
    - 2.1.1.2 Schedule interviews that accommodate the needs and availability of the juvenile court diversion program(s). This may include, but is not limited to, face-to-face interviews, scheduled group discussions, interviews by telephone, or on-line interviews.
    - 2.1.1.3 Obtain information about juvenile court diversion program components, data collection efforts, referral processes, program evaluation efforts, and financial sustainability efforts by using site visit protocols developed by the Contractor in 2012.
    - 2.1.1.4 Document information obtained from interviews described in Section 2.1.1 in order to compile reports and materials to educate stakeholders.



Exhibit A

- 
- 2.1.2 Share information obtained in Section 2.1.1 at monthly meetings described in Section 2.3.2.
  - 2.1.3 Provide guidance to local communities on the fundamental core elements and best practices of juvenile court diversion programs.
  - 2.1.4 Update and distribute the NH Diversion map based on information gathered from stakeholder contact.
  - 2.2 Work with state and local agencies to determine areas throughout the state that may benefit from establishing a local juvenile court diversion program. The Contractor shall:
    - 2.2.1 Initiate contact with local government officials, or designees, to schedule meetings as appropriate, with stakeholders identified by the government officials, or designees, in order to determine the feasibility of establishing a local juvenile court diversion program.
    - 2.2.2 Work to increase community buy-in for establishing a local juvenile court diversion program by providing guidance on core elements, program standards, best practices and sustainable funding options.
  - 2.3 Engage policymakers and other stakeholders in a collaborative strategic planning process to develop a sustainable juvenile court diversion system. The Contractor shall:
    - 2.3.1 Coordinate Diversion Strategic Planning Committee meetings that will allow for collaboration between local organizations, governmental policymakers, and other juvenile justice stakeholders. The Contractor, at a minimum, shall:
      - 2.3.1.1 Secure meeting locations.
      - 2.3.1.2 Create meeting agendas that will include reporting interview activities conducted Section 2.1.1.
      - 2.3.1.3 Provide a copy of each agenda to each invitee.
      - 2.3.1.4 Ensure invitees represent a cross section of local, county and state stakeholders.
      - 2.3.1.5 Record attendance and meeting minutes.
      - 2.3.1.6 Disseminate minutes either by hardcopy and/or by electronic posting to meeting attendees, and other stakeholders as appropriate.
    - 2.3.2 Attend and contribute to monthly and annual New Hampshire Juvenile Court Diversion Network meetings.
    - 2.3.3 Solicit feedback from providers to inform the development of data collection tools.
  - 2.4 Assist the New Hampshire Juvenile Court Diversion Network and local juvenile court diversion programs in writing policy that includes core elements, best practices and state standards for operating juvenile court diversion programs.



Exhibit A

- 
- 2.5 Broaden stakeholder knowledge on program standards, best-practices, and sustainable funding options by being a repository for information regarding juvenile court diversion programs.
  - 2.6 Assist the New Hampshire Juvenile Court Diversion Network with securing representation on boards and/or teams that deal with juvenile mental illness issues, drug and alcohol addiction issues, or other juvenile behavior issues to ensure juvenile court diversion programs are represented on these boards and/or teams. At a minimum, the Contractor shall:
    - 2.6.1 Research boards and/or teams that exist at the local community level that deal with juvenile mental illness issues, drug and alcohol addiction issues or other juvenile behavior issues. This includes, but is not limited to, receiving detailed lists from juvenile diversion court programs that identify all boards, organizations and associations in the juvenile court diversion program service area.
    - 2.6.2 Provide the information obtained in Section 2.7.1 to the New Hampshire Juvenile Court Diversion Network, both electronically and by hard copy.
    - 2.6.3 Present opportunities for boards and/or teams described in Section 2.7.1 to be represented at the New Hampshire Juvenile Court Diversion Network meetings.
    - 2.6.4 Offer training to New Hampshire Juvenile Court Diversion Network members on how to represent the New Hampshire Juvenile Court Diversion Network interests at other board/team meetings, as described in Section 2.7.1.
  - 2.7 Research local, state and national best practices and recommend adoption of best practice reporting methods in order to minimize instances of a single youth entering multiple juvenile court diversion programs. The Contractor shall:
    - 2.7.1 Review local, state and national literature on juvenile court diversion plans and programs that successfully report and share information regarding juvenile court diversion youth enrollment.
    - 2.7.2 Conduct outreach activities to other professional juvenile court diversion networks and coordinators to identify best practice reporting methods.
    - 2.7.3 Make recommendations to juvenile court diversion programs for improving reporting methods.
    - 2.7.4 Research approaches of juvenile court diversion programs in New Hampshire to determine the cost-benefit and efficacy of each.
    - 2.7.5 Examine current juvenile court diversion programs to identify gaps in services, common challenges and barriers.
  - 2.8 Develop a monitoring and evaluation plan to collect program-level process data to inform local and statewide diversion efforts. The Contractor shall:



Exhibit A

- 
- 2.8.1 Facilitate a half-day summit with the New Hampshire Juvenile Court Diversion Network members to define data needs and inform the design of data collection protocols.
  - 2.8.2 Develop the data collection systems and tools that will be used to collect program-level data.
  - 2.8.3 Obtain signed inter-agency data sharing agreements for all providers agreeing to contribute to the aggregate data set and recidivism study.
  - 2.9 Establish data collection protocols through collaboration with the NH Circuit Courts and the New Hampshire Juvenile Court Diversion Network that will protect the privacy and confidentiality of participants. The Contractor shall:
    - 2.9.1 Develop a Memorandum of Understanding (MOU) with the NH Circuit Courts to establish a data sharing and reporting protocol for a 1- and 3-year recidivism study of youth who successfully complete a diversion program.
    - 2.9.2 Fully execute the MOU described in Section 2.9.1.
    - 2.9.3 Develop an inter-agency data use agreement for the transfer of data between participating agencies and the Circuit Court for a 1- and 3-year recidivism study of youth who successfully complete a diversion program.
    - 2.9.4 Fully execute the inter-agency data agreements described in Section 2.9.3.
    - 2.9.5 Provide technical assistance and guidance for agencies to understand the risks and benefits of participating in the recidivism study.
  - 2.10 Conduct a 1- and 3-year recidivism study to determine the impact of diversion programming on participants. The Contractor shall:
    - 2.10.1 Compile an aggregate list of participant completers that includes information such as name, date of birth, date of diversion program completion and program ID.
    - 2.10.2 Transfer information in Section 2.10.1 to the Data Specialist.
    - 2.10.3 Collect and analyze recidivism study information and report results to participating diversion programs and the NH Circuit Court.
    - 2.10.4 Provide a written report of the final recidivism study results to the DHHS, the New Hampshire Juvenile Court Diversion Network and the NH Circuit Courts.
  - 2.11 Develop strategies to address service gaps by identifying areas of the State where youth are potentially being underserved. The Contractor shall:
    - 2.11.1 Develop a template form to collect basic census data for program catchment areas.
    - 2.11.2 Identify programs that have over- or under-representation of a particular segment of the population.



Exhibit A

- 
- 2.11.3 Provide technical assistance and resources for diversion programs to use in order to address service gaps at the local level.
  - 2.11.4 Advise the New Hampshire Juvenile Court Diversion Network leadership regarding strategies used in other organizations or states to address similar service gaps.
  - 2.12 Provide support to juvenile court diversion programs to help educate and build collaborative relationships with schools and law enforcement. The Contractor shall:
    - 2.12.1 Document the number of accredited diversion programs that have MOUs with school/law enforcement.
    - 2.12.2 Provide access to supporting materials for programs to use in order to help inform the community and partners about court diversion.
  - 2.13 Identify potential local, federal and foundational funding sources available to help sustain and support local juvenile court diversion programs. The Contractor shall:
    - 2.13.1 Research additional local, federal and foundational funding sources that may be available to specifically fund juvenile court diversion program operations.
    - 2.13.2 Report potential funding sources identified in Section 2.12.1 to juvenile court diversion program stakeholders during monthly meetings described in Section 2.3.1.

**3. Reporting Requirements**

- 3.1 The Contractor shall provide quarterly reports to the Division for Children, Youth and Families that include, but are not limited to:
  - 3.1.1 A summary of stakeholder activities conducted in Section 2. The narrative shall include, but not be limited to:
    - 3.1.1.1 Descriptions of activities performed that indicate dates and times, as well as specific contacts made.
    - 3.1.1.2 Barriers and challenges experienced by the Contractor during the quarter.
    - 3.1.1.3 The Contractor's plan to address barriers and challenges in Section 3.1.1.2 for the next quarter.
    - 3.1.1.4 A summary of advisory board/teams researched and presented to the New Hampshire Juvenile Court Diversion Network described in Section 2.7.
- 3.2 Quarterly reports in Section 3.1 shall be due as follows:
  - 3.2.1 April 30th for all activities performed from January 1st through March 31st of the current year.



Exhibit A

- 
- 3.2.2 July 31st for all activities performed from April 1st through June 30th of the current year.
  - 3.2.3 October 31st for all activities performed from July 1st through September 31st of the current year..
  - 3.2.4 January 31st for all activities performed from October 1st through December 31st of the previous year.

**4. Requirements of Delivery of Services**

- 4.1 In addition to the reporting requirements specified in Section 3 the Contractor shall, at minimum:
  - 4.1.1 Conduct a minimum of thirteen (13) interviews described in Section 2.1.1.
  - 4.1.2 Provide a current Court Diversion map described in Section 2.1.4 to the Department within six (6) months from the contract effective date and within twelve (12) months from the contract effective date.
  - 4.1.3 Facilitate a minimum of twelve (12) meetings described in Section 2.3.2.
  - 4.1.4 Coordinate a minimum of 6 Diversion Strategic Planning Committee meetings described in Section 2.3.1.
  - 4.1.5 Provide a minimum of two (2) trainings to the New Hampshire Juvenile Court Diversion Network that focus on how to represent interests at board, organization, or association meetings, as described in Section 2.6.
  - 4.1.6 Fully execute MOUs and inter-agency data agreements described in Section 2.9 no later than July 1, 2015.
  - 4.1.7 Complete the recidivism study described in Section 2.10 no later than December 31, 2015.
  - 4.1.8 Develop the template form in Section 2.11.1 within 30 days from the Contract effective date.



Exhibit B

**Method and Conditions Precedent to Payment**

This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #16.540, U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
3. Payment for services shall be made as follows:
  - 3.1. The Contractor shall submit quarterly reports as specified in Exhibit A, Scope of Services, Sections 3, with an invoice for reimbursement of actual expenses incurred during the quarter, for a total of four (4) invoices per year. 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.
  - 3.2. Invoices and reports identified in Section 3.1 must be submitted to:

Pamela Sullivan  
Juvenile Justice Specialist  
NH Department of Health and Human Services  
Division for Children, Youth and Families  
1056 North River Road  
Manchester, NH 03104
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 3.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.







**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 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;

Handwritten signature in blue ink.



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

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

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

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



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

A handwritten signature in blue ink, appearing to be 'LH' or similar initials, written over a horizontal line.



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

Handwritten signature in blue ink.



- 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.