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

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

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February 15, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with JSI Research & Training Institute, Inc. (VC #161611), Bow, NH, to continue to provide equitable early childhood health services and referral coordination to families with children, prenatal to three (3) years of age, who have experienced substance exposure in utero, by exercising a contract renewal option, by extending the completion date from May 31, 2023 to June 30, 2024, with no change to the price limitation of \$520,000, effective upon Governor and Council approval.

The original contract was approved by Governor and Council on June 29, 2022, item #33.

EXPLANATION

The purpose of this request is for the Contractor to continue providing services and referral coordination to families with children, prenatal to three (3) years of age, who have experienced in utero substance exposure at no additional cost to allow more time for the Contractor to accomplish all objectives set forth in the contract, utilizing State Fiscal Year 2023 unspent funding.

The Contractor will continue to support and strengthen family and early childhood systems of care to further improve communication and service coordination among health and community program partners.

The Department will continue to monitor services monthly by ensuring the Contractor:

- Develops and implements training programs and education materials;
- Increases health provider engagement in care coordination strategies and promotes best practices to provide care coordination and screening tools to strengthen connections to needed services;
- Provides a Needs and Gaps Analysis Report to inform early childhood strategic planning specific to this population described above;
- Provides training to early childhood health care providers on the Plan of Safe Care, and increases Health Provider confidence in the utilization of Plan of Safe Care.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and

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

Governor and Council approval. The Department is exercising its option to renew services for one (1) year and one (1) month of the two (2) years available.

Should the Governor and Council not authorize this request, early childhood health support services would be limited and less coordinated with community-based programs. Additionally, access to care for many high-risk families experiencing substance misuse would be decreased.

Area served: Statewide

Respectfully submitted,



 Lori A. Weaver
Interim Commissioner

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

This Amendment to the Early Childhood Comprehensive Systems Health Integration contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and JSI Research & Training Institute, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #33), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Agreement Provisions, Section 1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and 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

2/17/2023

Date

DocuSigned by:

Patricia M. Tilley

Name: Patricia M. Tilley

Title: Director

JSI Research & Training Institute, Inc.

2/16/2023

Date

DocuSigned by:

Katie Robert

Name: Katie Robert

Title: Director

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

OFFICE OF THE ATTORNEY GENERAL

2/17/2023

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

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

Business ID: 739507

Certificate Number: 0005859542



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 742096

Certificate Number: 0005859541



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, **Margaret M. Crotty**, of JSI Research & Training, Inc. hereby certify that:

1. I am a duly elected **President & CEO** of **JSI Research & Training Inc.**
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on the **10TH of February, 2023**, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That **Katie Robert** as **Director of the JSI Research & Training, Inc., excluding d/b/a Community Health Institute** is duly authorized on behalf of **JSI Research & Training, Inc.** to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: Feb 10th, 2023



Signature of Elected Officer
Name: **Margaret M. Crotty**
Title: **President & CEO**

JSI Research and Training Institute Inc.

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 Bow, 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.

**Consolidated Financial Statements and
Report of Independent Certified Public
Accountants and Reports in
Compliance with Uniform Guidance**

**JSI Research and Training Institute, Inc. and
Affiliates**

September 30, 2021

Contents	Page
Report of Independent Certified Public Accountants	3
Consolidated Financial Statements	
Consolidated statement of financial position	6
Consolidated statement of activities	7
Consolidated statement of functional expenses	8
Consolidated statement of cash flows	9
Notes to consolidated financial statements	10
Supplementary Information	
Schedule of expenditures of federal awards	20
Notes to schedule of expenditures of federal awards	25
Other Reports	
Report of Independent Certified Public Accountants on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by <i>Government Auditing Standards</i>	26
Report of Independent Certified Public Accountants on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	28
Schedule of findings and questioned costs	31
Status of prior year's findings and questioned costs	33



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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
JSI Research and Training Institute, Inc.

Report on the financial statements

Opinion

We have audited the consolidated financial statements of JSI Research and Training Institute, Inc. (a nonprofit organization) and affiliates (the "Entity"), which comprise the consolidated statement of financial position as of September 30, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Entity as of September 30, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audit of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Entity and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of management for the financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for one year after the date the financial statements are available to be issued.



Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such supplementary 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. These additional procedures included 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 US GAAS. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other reporting required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 24, 2022 on our consideration of the Entity's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Entity's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Entity's internal control over financial reporting and compliance.

Grant Thornton LLP

Boston, Massachusetts
June 24, 2022

JSI Research and Training Institute, Inc. and Affiliates
CONSOLIDATED STATEMENT OF FINANCIAL POSITION

September 30, 2021

ASSETS

Current assets

Cash and cash equivalents	\$ 96,415,811
Receivables for program work	44,323,084
Field advances - program	166,700
Employee advances	96,355
Inventory	85,451,482
Prepaid expenses	<u>2,356,305</u>

Total current assets 228,809,737

Property and equipment, net

2,722,747

Other assets

494,706

Total assets \$ 232,027,190

LIABILITIES AND NET ASSETS

Current liabilities

Accounts payable and payroll withholdings	\$ 77,042,213
Accrued vacation	2,128,990
Advances for program work	<u>86,189,016</u>

Total current liabilities 165,360,219

Net assets

Without donor restrictions	66,118,555
With donor restrictions	<u>548,416</u>

Total net assets 66,666,971

Total liabilities and net assets \$ 232,027,190

The accompanying notes are an integral part of this consolidated financial statement.

JSI Research and Training Institute, Inc. and Affiliates

CONSOLIDATED STATEMENT OF ACTIVITIES

Year ended September 30, 2021

NET ASSETS WITHOUT DONOR RESTRICTIONS

Support and revenue:

Public support:

Global Fund	\$ 424,622,326
Government grants and contracts:	
U.S. Government	149,829,898
Commonwealth of Massachusetts	7,341,579
Other grants and contracts	69,804,737
Program income	96,124
Contributions	261,599
Net assets released from restriction	78,524
Gain on forgiveness of debt	1,074,400
In-kind project contributions	1,834,514
Other income	1,999
Interest income	97,932

Total support and revenue	655,043,632
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Expenses:

Program services:

International programs	580,625,338
Domestic programs	29,137,111

Total program services	609,762,449
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Supporting services:

Management and general	34,127,773
Fundraising	1,080,428

Total supporting services	35,208,201
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Other expenses:

Unallowable costs	345,188
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Total expenses	645,315,838
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Change in net assets without donor restrictions	9,727,794
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NET ASSETS WITH DONOR RESTRICTIONS

Contributions, net of net asset releases of \$78,524	229,766
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CHANGES IN NET ASSETS	9,957,560
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Net assets at beginning of year	56,709,411
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Net assets at end of year	\$ 66,666,971
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The accompanying notes are an integral part of this consolidated financial statement.

JSI Research and Training Institute, Inc. and Affiliates

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year ended September 30, 2021

	Program Services			Supporting Services		
	International Programs	Domestic Programs	Total	Management and General	Fundraising	Total
Commodities	\$ 374,776,813	\$ -	\$ 374,776,813	\$ -	\$ -	\$ 374,776,813
Freight costs	34,169,444	-	34,169,444	-	-	34,169,444
Salaries	28,610,134	14,840,513	43,450,647	10,036,241	893,143	54,380,031
Consultants	16,418,084	7,634,972	24,053,056	2,125,852	30,687	26,209,595
Cooperating national salaries	38,458,259	273,800	38,732,059	395,260	-	39,127,319
Travel	3,609,187	187,076	3,796,263	39,083	-	3,835,346
Allowance and training	3,801,160	132,510	3,933,670	531,959	-	4,465,629
Subgrants	18,307,467	700,914	19,008,381	50,553	42,873	19,101,807
Subcontracts	25,529,700	3,313,466	28,843,166	-	-	28,843,166
Equipment, material and supplies	3,024,350	129,075	3,153,425	78,439	1,986	3,233,850
Other costs	30,461,762	1,924,785	32,386,547	20,054,427	111,739	52,552,713
Information technology	950	-	950	469,309	-	470,259
Non-commodity	1,606,244	-	1,606,244	-	-	1,606,244
Quality assurance	17,270	-	17,270	-	-	17,270
In-kind project expenses	1,834,514	-	1,834,514	-	-	1,834,514
Depreciation	-	-	-	346,650	-	346,650
Total expense	\$ 580,625,338	\$ 29,137,111	\$ 609,762,449	\$ 34,127,773	\$ 1,080,428	\$ 644,970,650

The accompanying notes are an integral part of this consolidated financial statement.

JSI Research and Training Institute, Inc. and Affiliates

CONSOLIDATED STATEMENT OF CASH FLOWS

Year ended September 30, 2021

Cash flows from operating activities:

Change in net assets	\$ 9,957,560
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Gain on forgiveness of debt	(1,074,400)
Loss on disposal of property and equipment	87,708
Depreciation	346,650
Changes in operating assets and liabilities:	
Increase in receivables for program work	(14,705,893)
Decrease in field advances - program	3,691,792
Increase in employee advances	(92,113)
Increase in prepaid expenses	(348,177)
Increase in other assets	(229,776)
Increase in inventory	(8,230,710)
Decrease in accounts payable and payroll withholdings	(10,600,522)
Decrease in accrued vacation	(84,561)
Increase in advances for program work	<u>36,330,138</u>
Net cash provided by operating activities	<u>15,047,696</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	15,047,696
Cash and cash equivalents at beginning of year	<u>81,368,115</u>
Cash and cash equivalents at end of year	<u>\$ 96,415,811</u>

The accompanying notes are an integral part of this consolidated financial statement.

JSI Research and Training Institute, Inc. and Affiliates
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
September 30, 2021

NOTE A - ORGANIZATION AND NATURE OF ACTIVITIES

JSI Research and Training Institute, Inc. (the "Organization") 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 ("AID") and the United States Department of Health and Human Services.

JSI Research and Training Institute, Inc. is the sole member of World Education, Inc. and The Partnership for Supply Chain Management, Inc. ("Affiliates"). JSI Research and Training Institute, Inc. is accorded with such powers as are typical for a sole member including the power of appointment and removal of the Affiliates' board of trustees, the right to approve amendments to the bylaws and certificate of incorporation, and the right to approve any merger, consolidation, dissolution or transfer of substantial assets of Affiliates.

World Education, Inc. 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. World Education, Inc.'s financial data is consolidated utilizing its fiscal year-end financial statements, as of and for the year ended June 30, 2021.

The Partnership for Supply Chain Management ("PfSCM") was incorporated on February 14, 2005, under the laws of Massachusetts. PfSCM began operations on October 1, 2005 as a non-profit organization established by JSI Research and Training Institute, Inc. and Management Sciences for Health, Inc. On October 11, 2018, Management Sciences for Health, Inc. discontinued their relationship with PfSCM and JSI Research and Training Institute, Inc. became the sole member of PfSCM.

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

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of JSI Research and Training Institute, Inc. as well as World Education, Inc. and PfSCM, its affiliates (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 affiliates in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Net assets, revenues, and expenses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and the changes thereof are classified and reported as follows:

Net Assets Without Donor Restrictions - Net assets that are not subject to donor-imposed restrictions.

Net Assets With Donor Restrictions - Contributions, grants, and income whose use by the Organization has been limited by donors or grantors to a specific time period or purpose.

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

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. Total cash held in foreign accounts was \$3,461,909 at September 30, 2021.

Property and Equipment

Property and equipment owned by the organization are reported on the basis of cost less accumulated depreciation. Acquisitions of property and equipment in excess of \$5,000 are capitalized. Depreciation is computed using the straight-line method calculated to extinguish the book value of the respective assets over their estimated useful lives (5 - 7 years) of the related assets. Property and equipment purchased with grant funds where ownership rests with the donor is expensed at the time of purchase and is returned to the donor or disposed of in accordance with the terms of the grant and/or donor permissions at the conclusion of the grant period.

Recent Adopted Accounting Pronouncements

In fiscal year 2021, the Organization adopted ASU 2014-09, *Revenue from Contracts with Customers*, which outlines a single comprehensive revenue model for entities to use in accounting for revenue arising from contracts with customers. The guidance supersedes most current revenue recognition guidance, including industry-specific guidance, and ensures that entities appropriately reflect the consideration to which they expect to be entitled in exchange for goods and services, by allocating transaction price to identified performance obligations, and recognizing that revenue as performance obligations are satisfied. The Organization applied the standard using the modified retrospective transition method resulting in a \$2,275,600 reduction of net assets without restrictions as of the adoption date (October 1, 2020).

As part of the adoption of the ASU, the Organization elected to use the following transition practical expedients: (i) completed contracts that begin and end in the same annual reporting period have not been restated; (ii) the Organization used the known transaction price for completed contracts; (iii) to exclude disclosures of transaction prices allocated to remaining performance obligations when the Organization expects to recognize such revenue for all periods prior to the date of initial application of the ASU; and (iv) the company has reflected the aggregate of all contract modifications that occurred prior to the date of initial application when identifying the satisfied and unsatisfied performance obligations, determining the transaction price, and allocating the transaction price.

Revenue Recognition

Grants and Contracts

The majority of the Organization's revenues are derived from contracts, cooperative agreements, and grants with The Global Fund to Fight AIDS Tuberculosis and Malaria (the Global Fund), and U.S. government agencies, primarily USAID and the United States Department of Health and Human Services.

The Organization recognizes revenue from external organizations for services provided under exchange and non-exchange grants and contracts. Unconditional grants, contracts, and contributions are recognized as revenue in the period received in the appropriate net asset category, based on the existence or absence

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021

of donor imposed restrictions. If donor imposed restrictions are present, the associated revenue is reported as an increase in net assets with donor restrictions and are reclassified to net assets without donor restrictions when the restrictions are met. Grants and contracts revenues whose restrictions are met in the same reporting period are reported as net assets without donor restriction.

Revenues from non-exchange transactions may be subject to conditions in the form of both a barrier to entitlement and a refund of amounts paid (and a release from obligation to make future payments). The Organization recognizes revenue earned from conditional non-exchange grants and contracts as these conditions are satisfied. At September 30, 2021, the Organization had \$247,832,020 of conditional grants and contracts not recognized as revenue in the statements of activities.

Revenues from exchange transactions are recognized as the Organization satisfies performance obligations, which in some cases, mirrors the timing of when related costs are incurred. In the case of the procurement and delivery of commodities revenues are recognized upon receipt by the customer. As of September 30, 2021, the Organization has \$57,626,102 of deferred revenue related to exchange transactions which will be recognized as revenue upon completion of delivery of commodities and receipt by the customer. This deferred revenue is included within advances for program work in the accompanying statement of financial position.

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 statements 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 IRC 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.

JSI Research and Training Institute, Inc., World Education, Inc. and PfSCM file separate unconsolidated tax returns. JSI Research and Training Institute, Inc. and PfSCM file tax returns based on a September 30 year end and World Education, Inc. files its tax return based on a June 30 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 statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Each functional classification includes all expenses related to the underlying operations by natural classification. Natural expenses attributable to more than one functional expense category are allocated using a variety of cost allocation techniques.

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021

Foreign Currency Transactions

Expenses of international operations are measured generally using local currency. Expenses are translated to USD using the first in, first out method of exchange based on the bank rate assigned at transfer. As a result, foreign currency transaction gains and losses are negligible and are included as direct program expenses.

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, 2021 was \$0. Included in receivables for program work is \$34,790,746 of amounts billed and \$9,532,337 of amounts unbilled.

Recent Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, *Leases*, which requires a lessee to recognize a right-of-use asset and lease liability, initially measured at the present value of the lease payments, in its balance sheet/statement of financial position. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal year 2023 for the Organization. The Organization is evaluating the impact of the new guidance on its consolidated financial statements.

NOTE C - 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 D - PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

Property and equipment and accumulated depreciation account balances as of September 30, 2021:

	Cost	Accumulated Depreciation	Net
Furniture and equipment	\$ 592,816	\$ 583,779	\$ 9,037
Leasehold improvements	3,380,365	666,655	2,713,710
	<u>\$ 3,973,181</u>	<u>\$ 1,250,434</u>	<u>\$ 2,722,747</u>

Depreciation expense was \$346,650 for the year ended September 30, 2021.

JSI Research and Training Institute, Inc. and Affiliates
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021

NOTE E - ADVANCES FOR PROGRAM WORK

Advances for program work consist of the following at September 30, 2021:

Other - non-governmental:	
Bill and Melinda Gates Foundation	\$ 19,139,937
Various donors	17,133,997
Global Fund	48,415,977
Doris Duke Charitable Foundation	<u>1,499,105</u>
	<u>\$ 86,189,016</u>

Advances for program work represent refundable advances of cash related from non-governmental organizations. They are reported as advances because there is typically a barrier placed by the granting organization, as well as a right of return if the funds are not used in accordance with the terms of the arrangement with the funding organization. Once the barriers are overcome and there is no longer a right of return, revenue is recognized.

NOTE F - DEBT

Citizens Bank

World Education, Inc. has a revolving line of credit with a bank with a borrowing limit of up to \$500,000. The revolving line of credit was renewed on August 17, 2021. The loan is payable on demand. Interest is charged by utilizing a fluctuating rate based on the LIBOR (Advantage) rate plus 2.50%. The line of credit remains in effect until May 31, 2022 and annually thereafter is 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 2021 and as a result, as of September 30, 2021, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended September 30, 2021.

John Snow, Inc.

World Education, Inc. has an unsecured revolving line of credit with John Snow, Inc. (a related party) with a borrowing limit of up to \$1,000,000. The loan was renewed on July 1, 2019. 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, 2022. The loan is not collateralized. No funds were borrowed during the year and as a result, as of June 30, 2021, the outstanding balance is \$0. No interest was incurred on this loan during the year ended June 30, 2021.

Loan Payable - Paycheck Protection Act

In April, 2020, World Education, Inc. ("WEI") was granted a loan (the "Loan") in the aggregate amount of \$1,074,400, pursuant to the Paycheck Protection Program (the "PPP") under Division A, Title I of the CARES Act.

The Loan, which was in the form of a Note dated April 23, 2020, was scheduled to mature on April 23, 2022 and bore interest at a rate of 1.00% per annum, payable monthly commencing in February 2020. Under the terms of the PPP, the Loan was fully forgiven as of June 15, 2021, which is reflected as gain on forgiveness of debt in the accompanying statement of activities.

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021

NOTE G - 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 to the consolidated financial statements.

JSI Research and Training Institute, Inc. is a co-borrower (with a related party) of a demand loan with no balance due at September 30, 2021.

Provisional indirect cost rates are negotiated with the AID on an annual basis. As of September 30, 2021, actual indirect cost rates have been approved by AID for JSI Research and Training Institute, Inc. through December 31, 2015 and World Education, Inc. through June 30, 2018. Based on favorable past experience, management believes the effects of changes to the overhead rates, if any, would not be material to the consolidated financial statements.

The outbreak of COVID-19 has caused disruption in operations of businesses domestically and globally. In response the Organization implemented cost savings and other measures to reduce operating expenses and ensure adequate liquidity. Due to the uncertainty of the continued spread of the virus and economic outlook, there may be short-term and long-term implications for operations of the Organization.

NOTE H - NET ASSETS WITH DONOR RESTRICTIONS

Donor restricted net assets of as of September 30, 2021 are restricted for use in specific programs and/or projects that are specified by the donor.

NOTE I - RELATED PARTY TRANSACTIONS

John Snow, Inc.

JSI Research and Training Institute, Inc. ("R&T") and John Snow, Inc. ("JSI, Inc.") (a non-exempt corporation) purchase consulting services from each other. The President and Director of R&T is the sole stockholder of JSI, Inc. The two companies bill each other at the same rates that they bill federal and state governments.

During the year ended September 30, 2021, JSI, Inc. billed R&T \$22,395,454 for consulting services (technical support). This amount is reflected under program services - consulting totaling \$18,511,741 and program services - other costs totaling \$3,888,435, on the consolidated statements of functional expenses. In addition, during the year end September 30, 2021, R&T performed consulting services (technical support) for JSI, Inc. totaling \$7,443,577.

As of September 30, 2021 the R&T was owed \$762,616 from JSI.

The two companies also share facilities and pool various overhead expenses. For the year ended September 30, 2021, R&T incurred \$26,151,534 of overhead expenses (supporting services), of which \$10,887,356 was its share of JSI, Inc. incurred costs.

R&T is a co-borrower with JSI, Inc. on a commercial demand loan-revolving line of credit with an expiration date of May 31, 2022, 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 R&T and JSI, Inc. including assignment of promissory notes and security documents between the two companies. Interest is charged by utilizing a

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021

fluctuating rate based on LIBOR (Advantage) plus 2.00% payable monthly in arrears, which at September 30, 2021 was 2.09%. At September 30, 2021, there was no outstanding balance on this loan.

World Education, Inc. has an agreement with John Snow, Inc. whereby John Snow, Inc. will provide administrative and technical support as requested from time to time by WEI, on arms-length terms as agreed by WEI and JSI. Transactions between World Education, Inc. and John Snow, Inc. for the year ended September 30, 2021 are summarized as follows:

Administrative and technical support	\$ 1,671,428
Other direct charges (including rent of \$1,088,603)	<u>1,493,832</u>
	<u>\$ 3,165,260</u>

The agreement is on a year-to-year basis and can be terminated by either party upon 90 days written notice to the other.

Other

The Organization has an agreement with a related company to purchase services. Transactions with this company were charged to sub-contracts expense and are as follows for the year ended September 30, 2021:

The Manoff Group, Inc. (a non-exempt corporation; 40% owned by John Snow, Inc.)	\$ <u>1,564,751</u>
	<u>\$ 1,564,751</u>

NOTE J - RETIREMENT PLANS

R&T has a defined contribution profit sharing/401(k) plan covering substantially all of its employees. R&T contributes an amount equal to 7% of the employee's monthly earnings, funded with each month's payroll. In addition, employees receive a 100% match on the first 2% of contributions made to the plan. Employees who are contributing less than 2% of their pay to their retirement account are automatically enrolled at 2% either at the time of hire, or annually in July. Pension expense was \$2,656,279 for the year ended September 30, 2021.

WEI has a defined contribution tax sheltered annuity plan covering substantially all of its employees. WEI contributes an amount equal to 7% of the employee's monthly earnings, funded with each month's payroll. 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 \$392,399 for the year ended June 30, 2021.

NOTE K - COMMITMENTS

Operating Leases

The JSI Research and Training Institute, Inc. leases space for general offices under operating leases expiring from 2022 through 2026. The leases contain renewal options for periods of up to five years.

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021

During the year ended September 30, 2021, rent expense under long-term lease obligations were \$622,797. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2021 are:

2022	\$ 450,718
2023	396,612
2024	155,324
2025	160,680
2026	166,036
	<u>\$ 1,329,370</u>

World Education, Inc. leases space for general offices on a year-to-year basis. Rent expense for the year ended June 30, 2021 was \$1,165,904.

NOTE L - 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, 2021:

	<u>Revenue</u>	<u>% of Total Income</u>
The Global Fund (PfSCM)	\$ 424,622,326	65%
U.S. Agency for International Development (R&T and WEI)	\$ 128,400,664	20%

The JSI Research and Training Institute, Inc. and World Education, Inc. received \$128,400,664 from U.S. Agency for International Development as of September 30, 2021, which represents approximately 55% of total income for those entities.

NOTE M - LIQUIDITY AND AVAILABILITY OF RESOURCES

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities and other obligations come due. Given the project-based nature of the Organization's work, the annual budget is structured to break even and ensure that there are sufficient inflows to cover budgeted outflows each year. Any use of the Organization's reserve, which is minimal, is subject to management's review and approval.

JSI Research and Training Institute, Inc. and Affiliates
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2021

The following reflects the Organization's financial assets as of September 30, 2021, reduced by amounts not available for general use within one year due to contractual or donor-imposed restrictions.

Cash and cash equivalents	\$ 96,415,811
Receivables for program work	<u>44,323,084</u>
Total financial assets available within one year	140,738,895
Less contractually restricted and donor restricted assets	<u>86,737,432</u>
Total financial assets available to management for general expenditures within one year	<u>\$ 54,001,463</u>

The Organization also has two committed lines of credit totaling \$8 million, which it could draw upon in the event of an unanticipated liquidity need.

NOTE N - SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through June 24, 2022, the date on which the consolidated financial statements were available to be issued. On November 29, 2021, the CEO and Founder of John Snow, Inc. donated his ownership interest in John Snow, Inc. and its affiliates to the Organization. Accordingly the Organization became the sole shareholder of John Snow, Inc., as such, it will be included in the Organization's consolidated financial statements starting fiscal year 2022.

SUPPLEMENTARY INFORMATION

JSI Research and Training Institute, Inc.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2021

Federal Grantor/Pass-through Grantor/Program Title	Agency or Pass-through Number	Federal Assistance Listings #	Federal Expenditures	Total Subcontract Expenses
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT				
Direct Grant:				
USAID Foreign Assistance for Programs Overseas:				
UGANDA NUMAT	617-A-00-06-00009-00	98.001	\$ (1,627)	\$ -
NIGERIA TSHIP	620-A-00-09-00014-00	98.001	(16,757)	-
SPRING	AID-OAA-A-11-00031	98.001	(14,812)	(14,812)
Advancing Partners	AID-OAA-A-12-00047	98.001	(98,215)	(70,506)
Live Learn & Play	AID-OAA-L-12-00003	98.001	(2,210)	-
PAKISTAN HSSP	AID-391-A-13-00002	98.001	4,665	-
AIDSFree	AID-OAA-A-14-00046	98.001	(78,270)	-
TANZANIA CHSS	AID-621-A-14-000004	98.001	1,300	-
ZambiaUSAIDDiscoverHealth	AID-611-A-1600004	98.001	22,422,542	324,779
Timor-Leste RBHS	AID-472-A-16-00001	98.001	485,067	-
Ghana HIV/AIDS	AID-641-A-16-00007	98.001	4,581,558	1,145,953
Madagascar CCH	AID-687-A-16-00001	98.001	4,416,221	254,815
Build Healthy Cities	AID-OAA-A-17-00028	98.001	1,184,732	483,923
Pakistan IHSS-SD	AID-391-A-17-00002	98.001	10,000,606	1,590,485
USAID Adv. Nutrition	7200AA18CA00070	98.001	21,724,218	9,703,057
Partnerships Plus	7200AA18CA00032	98.001	2,560,072	2,465,053
Kyrgyz Cure Tuberculosis	720115119CA00001	98.001	3,675,035	858,560
TIFA TB	7200AA19CA00013	98.001	3,239,631	1,000,160
OFDA CB PMC2	720FDA19GR00261	98.001	353,540	2,591
MRITE	7200AA20CA00017	98.001	6,781,001	2,848,903
CHISU	7200AA20CA00009	98.001	3,034,431	293,749
USAID/Laos MCH-N Activity	72043921CA0001	98.001	10,378	-
Total Direct Grants- USAID			84,245,306	20,884,730
Pass-through Grant:				
USAID Foreign Assistance for Programs Overseas:				
Family Health Internat	Epic VMMC	CA#7200AA19CA00002	98.001	690,332
Family Health Internat	Epic Global	7200AA19CA00002	98.001	2,175,005
PRB	USAID PRB Momentum 2C	7200AA20CA00003	98.001	1,666,246
Heartland Alliance Int'l	HAI Nigeria TMA II	72062020CA00001	98.001	57,831
Heartland Alliance Int'l	HAI Nigeria TMA 2020/2021	72062020CA00001	98.001	410,264
John Snow Health Zambia	ZAM-Health Activity	720611121CA00001	98.001	256,426
NCBA CLUSA	Senegal FTF Cult Nut	72068518CA00001	98.001	298,067
PSCM	Global Fund PPM	N/A	98.001	3,020
PSCM	PfSCM Clients	N/A	98.001	794,388
Palladium International	Data FI	7200AA19CA00004	98.001	1,806,776
Palladium International	IAPHL HP+Grant	AID-OAA-A-15-00051	98.001	32,686
Palladium International	HP+ IAPHL II	AID-OAA-A-15-00051	98.001	242,852
Pathfinder International	Ethiopia TRANSFORM	AID683A1700002	98.001	4,910,628
The Trustees of TUFTS Col	STOP Spillover	7200AA20CA00032	98.001	922,468
Total Pass-through Grants- USAID			14,266,987	16,800
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT - Total			98,512,293	20,901,530
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES				
Direct Grant:				
Advancing System Improvements for Key Issues in Women's Health				
DHHS	Womens Health-NTC	ASTWH200090-01-00	93.088	2,275,441
DHHS	Womens Health-NTC	ASTWH200090-02-00	93.088	5,578
			2,281,019	220,000
HIV-Related Training and Technical Assistance -				
HRSA	HIV Integrated Ping	U69HA30144	93.145	128,311
HRSA	HIV Integrated Ping	U69HA30144-04	93.145	165
HRSA	HIV Integrated Ping	U69HA30144-05	93.145	550,693
HRSA	RWHAP ACE Health Lit	U69HA30143	93.145	76,892
HRSA	Planning CHATT	U69HA39085	93.145	90,598
HRSA	Planning CHATT	U69HA39085-01	93.145	379,558
			1,226,217	157,700
Family Planning Personnel Training -				
FPNTC-SDI		FPTPA006028-03	93.260	2,326
Title X-NTC		FPTPA006030	93.260	2,857,035
			2,859,361	44,000

JSI Research and Training Institute, Inc.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2021

Federal Grantor/Pass-through Grantor/Program Title	Agency or Pass-through Number	Federal Assistance Listings #	Federal Expenditures	Total Subcontract Expenses
Health Systems Strengthening and HIV/AIDS Prevention, Care and Treatment -				
HRSA RRHO	UH5HA30789	93.266	192,142	-
HRSA RRHO	UH5HA30789-03	93.266	(489)	-
HRSA RRHO	UH5HA30789-04	93.266	578,503	-
Teenage Pregnancy Prevention Program			770,156	-
DHHS	TPP-NTC	1 TPSAH000006-01-00	93.297	1,302,843
DHHS	TPP-NTC	TPSAH000006-02-00	93.297	4,035
			1,306,878	-
HIV Emergency Relief Project Grants:				
RWHAP ACE Health Lit		U69HA30143-04	93.914	(7,560)
				(7,500)
HIV Care Formula Grants:				
RWHAP ACE Health Lit		U89HA30143-05	93.917	275,175
				38,000
Special Projects of National Significance:				
SSC for PWH and OUD		U90HA33190-01	93.928	(651)
SSC for PWH and OUD		U90HA33190-02	93.928	2,104,895
SSC for PWH and OUD		U90HA33190-03	93.928	105,015
			2,209,259	379,503
Total Direct Grants- Department of Health and Human Services			10,920,505	831,703
Pass-through Grant:				
Public Health Emergency Preparedness:				
NH DHHS	PHPS FY21	Agreement@7.09.20	93.069	87,793
Environmental Public Health and Emergency Response:				
MA Dept. of Public Health	MDPH Asthma	RFR 500224	93.070	65,740
NH DHHS	PHPS19	Agreement@7.09.20	93.070	(400)
NH DHHS	PHPS FY21	Agreement@7.09.20	93.070	68,115
			133,455	40,520
Technical and Non-Financial Assistance to Health Centers:				
HRSA	HITEQ	U30CS29366	93.129	80,258
HRSA	HITEQ	U30CS29366-06	93.129	651,262
HRSA	HITEQ	U30CS29366	93.129	63,218
HRSA	HRSA HITEQ ARP	U3FCS41776	93.129	13,950
Comm Hlth Ctr CT	CHCACT Training FY21	Agreement@9.15.20	93.129	591
Comm Hlth Ctr CT	CHCACT UDS	Agreement@9.14.21	93.129	663
			809,942	183,854
Cooperative Agreements to States/Territories for the Coordination and Development of Primary Care Offices:				
State of Maine	ME DHHS HPSA FY20	CD0-20-2215	93.130	32,500
Wyoming Dept. of Health	WY PCO FY 20	ORH-0212-D	93.130	39,986
RI Dept. of Health	RI EPI FY21-26	7607811	93.130	4,996
			77,482	-
Injury Prevention and Control Research and State and Community Based Programs -				
RI Dept. of Health	RI EPI FY21-26	7607811	93.136	59,480
Community Programs to Improve Minority Health Grant Program -				
Boston Medical Center	Project RECOVER Eval	N/A	93.137	28,384
HIV-Related Training and Technical Assistance:				
National Alliance of Stat	NASTAD EHE SCP Sub	2020-CO-326401-657	93.145	82,327
National Minority AIDS Co	ELEVATE	U69HA39335	93.145	60,715
			143,042	-
Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children:				
NH DHHS	PHPS FY21	Agreement@7.09.20	93.197	38,988
NH DHHS	PHPS FY22	Agreement@7.10.21	93.197	164,207
			203,195	-
Family Planning Services:				
MA Dept. of Public Health	MDPH FP Data Sys	1 FPHPA006425-01-00	93.217	48,569
NH DHHS	NH FP Data System FY18	05-95-90-902010-5530	93.217	3,642
NY Dept of Health	NYS FP Training	DOH01-C33229GG-34500	93.217	253,232
Mississippi State Dept of Health	MSDH FP Needs Assessment	FPHA006475-02-00	93.217	96,242
			401,685	48,070
Grants to States to Support Oral Health Workforce Activities -				
NH DHHS	Oral Health Promo	05-95-90-902010-45270000	93.236	194,546
NH DHHS	PHPS FY21	Agreement@7.09.20	93.236	29,874
			224,420	70,600
Substance Abuse and Mental Health Services Projects of Regional and National Significance:				

JSI Research and Training Institute, Inc.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2021

Federal Grantor/Pass-through Grantor/Program Title	Agency or Pass-through Number	Federal Assistance Listings #	Federal Expenditures	Total Subcontract Expenses
Action/Boston Comm Devel	ABCD HIV/SA Eval	Agreement@1.11.19	93.243	24,518
NH DHHS	BDAS Center SFY19	92058501	93.243	622,631
South End Community	SECHC Opioids	Agreement@10.15.18	93.243	57,228
Signature Healthcare	Brockton OBAT	Agreement@10/11/18	93.243	47,104
University of NH	SYT TA- UNH Subaward	1H79TJ080192-01	93.243	9,121
RI Dept of Bev Hlthcr Dev	PFS FY20	3629405	93.243	27,134
Harbor Homes, Inc	Harbor Homes TCE MUD	Agreement@11.21.19	93.243	25,304
Tri-County Community	RI Host Campaign 1	Agreement@5.26.20	93.243	22,850
Woonsocket Prevention	RI Host Campaign 2	Agreement@6.05.20	93.243	1,064
Kent County Prevention	RI Host Campaign 4	Agreement@5.19.20	93.243	272
East Bay Regional	RI Host Campaign 5	Agreement@5.14.20	93.243	10,089
Newport County Prevention	RI Host Campaign 6	Agreement@5.14.20	93.243	4,732
South County Prevention	RI Host Campaign 7	Agreement@5.19.20	93.243	4,998
RICARES	RICARES RCSP Evaluation	Agreement@3.4.21	93.243	9,643
Rhode Island Student	RISAS RI Suicide Prvntion	Agreement@8.4.21	93.243	2,854
Harbor Homes, Inc	Harbor Homes GBHI	Agreement@12.4.18	93.243	43,019
				912,561
Immunization Cooperative Agreements:				
MA Dept of Public Health	High Risk Adult Imm	CAPACITYBLD500824M04	93.268	21,643
MA Dept of Public Health	MIIS Support Desk	PRF61	93.268	383,701
NH DHHS	PHPS FY21	Agreement@7.09.20	93.268	41,479
NH DHHS	PHPS FY21	Agreement@7.09.20	93.268	18,415
NH DHHS	PHPS FY22	Agreement@7.10.21	93.268	18,243
				483,481
Drug-Free Communities Support Program Grants -				
Boys & Girls Club of South	Souhegan Valley Eval	N/A	93.278	6,293
East Boston Neighborhood	E Boston Vape & MJ Prev 1	Agreement@8.4.20	93.278	15,339
				21,632
Child Development and Surveillance, Research and Prevention -				
Aroostook County Action	MEJVN	Agreement@7.23.18	93.312	16,071
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC):				
MA Dept of Public Health	MOPH HAI FY20	500824	93.323	152,410
MA Dept of Public Health	MA DPH Covid Dash Support	PRF61	93.323	125,696
NH DHHS	SORH NH Project Firstline	Agreement@12.1.20	93.323	114,966
NH DHHS	PHPS FY22	Agreement@7.10.21	93.323	122,443
				515,515
National and State Tobacco Control Program				
NH DHHS	SORH - Com Based Tob Prev	Agreement@11.5.20	93.387	166,109
				13,400
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response:				
NH DHHS	PHPS FY21	Agreement@7.09.20	93.354	628,685
21st Century Cures Act - Precision Medicine Initiative -				
NH DHHS	Oral Health Promo	05-95-90-902010-45270000	93.368	66,822
				8,009
Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke:				
CT Dept of Public Health	CT Chronic Disease	#2020-0021	93.426	312,253
GA Dept Public Health	GA DPH CHW Network Dev	40500-031-21213493	93.426	16,639
MA Dept of Public Health	MDPH Diabetes 3	PFR 500224	93.426	28,260
NH DHHS	Chronic Conditions	Multiple- see notes	93.426	53,514
NH DHHS	SORH Chronic Conditions	Agreement@4.5.21	93.426	108,812
State of Maine	ME Prediabetes Marketing	1 NU58DP006545-04	93.426	90,227
				609,705
				51,864
Every Student Succeeds Act/Preschool Development Grants				
School Administrative Unit	SAU21 PDG		93.434	7,975
United Way of Mass Bay	UWGSNA	2849	93.434	54,445
				62,420
Innovative State and Local Public Health Strategies to prevent and Manage Diabetes and Heart Disease and Stroke:				
MA Dept. of Public Health	MDPH Diabetes	RFR 560224	93.435	68,518
Colorado DPH	Strategic Planning		93.435	1,484
				70,002
WELL-INTEGRATED SCREENING AND EVALUATION FOR WOMEN ACROSS THE NATION (WISEWOMAN)				
NH DHHS	SORH Chronic Conditions	Agreement@4.5.21	93.436	35,035

JSI Research and Training Institute, Inc.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2021

Federal Grantor/Pass-through Grantor/Program Title	Agency or Pass-through Number	Federal Assistance Listings #	Federal Expenditures	Total Subcontract Expenses	
Substance Use-Disorder Prevention that Promotes Opioid Recovery and Treatment (SUPPORT) for Patients and Communities Act -					
RI and Providence Plantat	RICLAS Career Pathways	3665688-1	93.664	156,854	75,903
PPHF: Racial and Ethnic Approaches to Community Health Program financed solely by Public Prevention and Health Funds					
Lowell Community Health	LoWell REACH		93.738	59,097	-
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF):					
Missouri Dpt of Hlth & Sn	BCBH FY21	CS202519001	93.758	46,036	-
RI Dept. of Health	RI EPI 2016	7549784	93.758	41,678	-
				87,714	-
Opioid STR:					
MA Dept. of Public Health	SOR and CDC Grant	PRF61	93.788	363,247	-
NH Alcohol & Drug Abuse	NHADA NH Stimulant Summit	BDAS-21-22-SOR	93.788	43,285	-
RI Dept of Bev Hlthcr Dev	RI WFO SOR FY20	N/A	93.788	(1,868)	-
				404,664	-
Paul Coverdell National Acute Stroke Program National Center for Chronic Disease Prevention and Health Promotion -					
MA Dept. of Public Health	Coverdell Chart FY21	RFR 500224	93.810	35,587	-
MA Dept. of Public Health	Stroke Chart Audits	PRF61	93.810	6	-
				35,593	-
Capacity Building Assistance (CBA) for High-Impact HIV Prevention:					
CICATELLI ASSOCIATES, INC	CDC HIP Training		93.834	62,688	-
CICATELLI ASSOCIATES, INC	CAI PROMISE MINI TRAINING	AGREEMENT @ 4.6.21	93.834	3,861	-
				66,549	-
Maternal, Infant and Early Childhood Home Visiting Grant:					
NH DHHS	PHPS FY22	Agreement@7.10.21	93.870	46,928	-
National Bioterrorism Hospital Preparedness Program:					
NH DHHS	PHPS FY21	Agreement@7.09.20	93.889	949	-
NH DHHS	PHPS FY22	Agreement@7.10.21	93.889	4,159	-
VT Department of Health	2020 VT CSC	39704	93.889	24,545	-
				29,653	-
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations:					
MA Dept. of Public Health	Prostate Cancer Disparity	500224	93.898	32,677	-
NH DHHS	Oral Health Promo	05-95-90-902010-45270000	93.898	5,680	-
NH DHHS	Chronic Conditions	Multiple- see notes	93.898	33,838	-
NH DHHS	SORH Chronic Conditions	Agreement@4.5.21	93.898	21,648	-
University of Vermont	UVMCC Pilot Evaluation	Agreement@4.27.21	93.898	2,909	-
				96,752	-
HIV Care Formula Grants:					
MA Dept. of Public Health	Policy Dev Eval QI	CAPACITYBLD500824M04	93.917	270,158	-
MA Dept. of Public Health	FY 17 HIV QA	PRF61	93.917	1,359,370	376,087
				1,629,528	376,087
Special Projects of National Significance:					
National Alliance of Stat	NASTAD - TAVIE Eval Proj	N/A	93.928	30,419	24,985
Native Hawaiian Health Care Systems					
University of NH	Building Futures Together	T26HP39462	93.932	25,475	-
HIV Prevention Activities Health Department Based:					
NH DHHS	PHPS FY22	Agreement@7.10.21	93.940	18,044	-
MA Dept. of Public Health	FY 17 HIV QA	PRF61	93.940	15,256	-
NH DHHS	PHPS FY21	Agreement@7.09.20	93.940	89,047	-
				122,347	-
Assistance Programs for Chronic Disease Prevention and Control:					
NH DHHS	Chronic Conditions	Multiple- see notes	93.945	25,419	11,660
NH DHHS	SORH Chronic Conditions	Agreement@4.5.21	93.945	5,775	-
				31,194	11,660
Block Grants for Prevention and Treatment of Substance Abuse:					
RI Department of Behavioral Healthcare, Development Disabilities and Hospitals	RIPRC II	3534294	93.959	310,616	-
Sexually Transmitted Diseases (STD) Prevention and Control Grants -					
MA Dept. of Public Health	MDPH Ratelle	PRF61	93.977	13,551	-
Preventive Health and Health Services Block Grant:					
Missouri Dpt of Hlth & Sn	BCBH FY21	CS202519001	93.991	15,489	-
NH DHHS	Oral Health Promo	05-95-90-902010-45270000	93.991	556,250	585,377
				671,739	585,377

JSI Research and Training Institute, Inc.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2021

<u>Federal Grantor/Pass-through Grantor/Program Title</u>	<u>Agency or Pass-through Number</u>	<u>Federal Assistance Listings #</u>	<u>Federal Expenditures</u>	<u>Total Subcontract Expenses</u>
Maternal and Child Health Services Block Grant to the States:				
RI Dept. of Health	RI EPI FY21-26	7607811	93.994	56,767
NH DHHS	PHPS FY21	Agreement@7.09.20	93.994	54,603
University of NH	SHApI	Subaward L0032	93.994	21,312
				<u>132,682</u>
Total Pass-through Grants- Department of Health and Human Services				<u>1,525,098</u>
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - Total			20,828,776	2,356,801
ENVIRONMENTAL PROTECTION AGENCY				
TSCA Title IV State Lead Grants Certification of Lead-Based Paint Professionals:				
NH DHHS	PHPS FY21	Agreement@7.09.20	66.707	66,397
NH DHHS	PHPS FY22	Agreement@7.10.21	66.707	19,473
				<u>85,870</u>
ENVIRONMENTAL PROTECTION AGENCY - Total			85,870	30,835
SNAP CLUSTER				
Pass-through Grant:				
Community Food Projects				
Springfield Community	SCGHFP	Agreement@8/10/20	10.225	20,180
SNAP CLUSTER - Total				<u>20,180</u>
U.S. DEPARTMENT OF HOMELAND SECURITY				
Direct Grant:				
Boating Safety Financial Assistance:				
U.S. Coast Guard	Life Jacket Study	3319FAN119207	97.012	278,316
U.S. DEPARTMENT OF HOMELAND SECURITY - Total				<u>278,316</u>
U.S. DEPARTMENT OF EDUCATION				
Pass-through Grant:				
Education Stabilization Fund				
National Community Health	NCHP Arizona	Agreement@8.6.21	84.425	23,154
Hampton University	HMPTN UNIV - VA Workforce		84.425	147,192
U.S. DEPARTMENT OF EDUCATION - Total				<u>170,346</u>
U.S. DEPARTMENT OF STATE				
Direct Grant:				
The U.S. President's Emergency Plan for AIDS Relief Programs -				
U.S. State Department	DREAMS OGAC	S-LMAQM-16-CA-1103	19.029	(80,935)
U.S. DEPARTMENT OF STATE - Total				<u>(80,935)</u>
U.S. DEPARTMENT OF TRANSPORTATION				
Pass-through Grant:				
State and Community Highway Safety-				
RI Department of	RIDOT-PREVCON	3695958	20.600	15,404
Office of International Science and Engineering- total				<u>15,404</u>
Total Expenditures of Federal Awards			\$ 119,630,250	\$ 23,221,830

JSI Research and Training Institute, Inc. and Affiliate

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

September 30, 2021

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of JSI Research and Training Institute, Inc. under programs of the federal government for the year ended September 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of JSI Research and Training Institute, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of JSI Research and Training Institute, Inc.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- (1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- (2) Negative amounts shown on the Schedule represent adjustments or credits, which management has determined are not material to the Schedule nor the program to which they relate, made in the normal course of business to amounts reported as expenditures in prior years. Accordingly, such adjustments are presented on a current basis.
- (3) Federal Assistance Listing numbers and pass-through entity identifying numbers are presented when available.

NOTE 3 - INDIRECT COST RATE

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



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**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS
ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS REQUIRED BY GOVERNMENT
AUDITING STANDARDS**

Board of Directors
JSI Research and Training Institute, Inc.

We have audited, 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 (*Government Auditing Standards*), the consolidated financial statements of JSI Research and Training Institute, Inc. and subsidiaries (the "Entity"), which comprise the consolidated statement of financial position as of September 30, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated June 24, 2022.

Report on internal control over financial reporting

In planning and performing our audit of the consolidated financial statements, we considered the Entity's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the Entity's internal control.

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

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



Report on compliance and other matters

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

Purpose of this report

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

Grant Thornton LLP

Boston, Massachusetts
June 24, 2022



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

Board of Directors
JSI Research and Training Institute, Inc.

Report on compliance for each major federal program

Opinion on each major federal program

We have audited the compliance of JSI Research and Training Institute, Inc. and subsidiaries (the "Entity") with the types of compliance requirements identified as subject to audit in the U.S. Office of Management and Budget's *OMB Compliance Supplement* that could have a direct and material effect on each of the Entity's major federal programs for the year ended September 30, 2021. The Entity's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Entity complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2021.

Basis for opinion on each major federal program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (US GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Entity and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Entity's compliance with the compliance requirements referred to above.

Other matter – federal expenditures not included in the compliance audit

The Entity's consolidated financial statements include the operations World Education, Inc. ("WEI"), which expended \$29,799,901 in federal awards for the period from July 1, 2020 to June 30, 2021, that is not included in the Entity's schedule of expenditures of federal awards during the year ended September 30, 2021. Our compliance audit, described in the Opinion on Each Major Federal Program section of



our report, does not include the operations of WEI because WEI was subjected to a separate audit of its compliance with the types of compliance requirements described in the *OMB Compliance Supplement* for the period from July 1, 2020 to June 30, 2021.

Responsibilities of management for compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Entity's federal programs.

Auditor's responsibilities for the audit of compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Entity's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Entity's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with US GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Entity's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.



Report on internal control over compliance

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in the Entity's internal control over compliance that we consider to be material weaknesses or significant deficiencies. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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

Grant Thornton LLP

Boston, Massachusetts
June 24, 2022

JSI Research and Training Institute, Inc. and Affiliate
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
September 30, 2021

SECTION I - SUMMARY OF AUDITORS' RESULTS:

Financial Statements

The type of report issued on whether the financial statements audited were prepared in accordance with U.S. GAAP Unmodified

Internal control over financial reporting:

- Material weaknesses identified? No
- Significant deficiency(ies) identified? None noted
- Noncompliance material to the financial statements noted? No

Federal Awards

Internal control over major programs:

- Material weaknesses identified? No
- Significant deficiency(ies) identified? None noted

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

Any audit findings which are required to be reported under 2 CFR section 200.51(a): No

Identification of major programs:

<u>Federal Assistance Listings Number</u>	<u>Name of Federal Program</u>
98.001	Foreign Assistance for Programs Overseas

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

Auditee qualified as low risk auditee? No

JSI Research and Training Institute, Inc. and Affiliate
SCHEDULE OF FINDINGS AND QUESTIONED COSTS - CONTINUED
September 30, 2021

SECTION II - FINANCIAL STATEMENT FINDINGS

None noted.

SECTION III - FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

None noted.

JSI Research and Training Institute, Inc. and Affiliate
STATUS OF PRIOR YEAR'S FINDINGS AND QUESTIONED COSTS
September 30, 2021

Finding Number	Finding Summary	Status
2020-001	Certain Partnership for Supply Chain Management accounts receivable and deferred revenue amounts were improperly recorded in the fiscal year 2020 financial statements, prior to being identified and adjusted as part of the audit process.	Management has implemented processes and controls such that this finding did not reoccur in 2021.



JSI Research & Training Institute, Inc.
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of Human Resources and Management
Sloan School of Management at MIT

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

KATHERINE ROBERT, MPA

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EDUCATION

UNIVERSITY OF NEW HAMPSHIRE, DURHAM, NEW HAMPSHIRE
*Master of Public Administration, 2009
Bachelor of Arts in Political Science, 2006*

EXPERIENCE

JSI Research & Training Institute, Inc., Bow, New Hampshire
Consultant, December 2007 to present

JSI provides consultation to health care organizations in the areas of health services delivery, public health, practice management, information for decision-making, and program evaluation. Clients include government agencies, public and private health care providers (hospitals, group practices, community health centers, family planning organizations, health maintenance organizations, community-based coalitions and social service agencies). JSI is a health care consulting firm working with clients in the public and private sectors. Since 1978, JSI has provided consulting, research and training services for agencies and organizations seeking to improve the health of individuals, communities and nations.

Healthy Start EPIC Center *December 2014 to present* Provide technical assistance and training to Healthy Start grantees to ensure program effectiveness in achieving the goals to reduce infant mortality and health disparities, and improve perinatal health outcomes. This project focuses on providing comprehensive and innovative capacity building assistance to community-based grantees, measuring project success by the degree to which grantees achieve core competencies essential for effective implementation of the Healthy Start model and institutionalize a culture of QI and evaluation based on a foundation of documented program effectiveness. Primary responsibilities include coordination of technical assistance.

NH Home Visiting Statewide Training Coordination *July 2015 to present* Develop, coordinate, and implement a statewide training plan for the state's 11 MIECHV-funded home visiting agencies currently implementing the Healthy Families America program. Conduct annual needs assessment, identify subject-matter expert trainers, and engage in continuous dialogue with agencies to most effectively provide training and technical assistance resources.

Trauma Informed Care for Early Childhood Services (TIECS) Training Coordination *July 2014 to present* Engaged subject matter experts and early childhood service professionals from around the state to complete a Train the Trainer exercise and subsequent 50+ community trainings to train over 600+ professionals serving young children and their families. Work with technical staff to translate the in-person training curriculum to an e-learning format, and with subject matter experts to develop and facilitate a learning collaborative to train interested professionals in becoming early childhood trauma consultants.

Cheshire County Adult Drug Court Program *September 2013 to present* Manage the development of an evaluation protocol, data management systems, and periodic evaluation reports for the SAMHSA/CSAT-funded Cheshire County Drug Court (CCDC). Provide on-going technical assistance to ensure adherence to drug court model.

Public Health Program Services and Supports *June 2010 to present* Serve as fiscal manager for the master contract by which various programs within the NH Department of Health and Human Services engages JSI for work. Coordinate monthly review of invoices across 15+ tasks, and a \$2 million budget. Manage all contract set up and documentation.

NH Immunization Marketing *June 2010 to December 2015* Provided project coordination support, and worked with the NH DHHS Immunization Program staff and community stakeholders to research, and assist in the development and implementation of a statewide marketing and awareness campaign aimed at increasing immunization rates for the priority population.

K:Robert I



NH Environmental Public Health Tracking Program Data Utilization and Outreach Project *April 2012 to November 2015* Worked with NH DHHS Environmental Public Health Tracking Program (EPHT) staff and partners to increase the utilization of the EPHT's data portal and other communication tools by developing a communication plan consisting of contemporary marketing and outreach strategies. Assist EPHT in developing a user analytics data collection process for web-based tools.

Poison Control Innovation/Transformation Project *September 2013 to December 2014* Developed market research protocol to inform the development of a three-year innovation/transformation plan for the American Association for Poison Control Centers. Designed a survey to assess poison control centers' (PCC) use and inclination to use new communications modalities to reach consumers of PCC services, conducted an environmental scan of organizations with characteristics similar to PCCs, and conducted focus groups and key informant interviews. Produced market research report focusing on identification of opportunities for PCCs to expand their role and visibility through the use of new partnerships and communications modalities while maintaining quality in the assessment triage and management of poison exposures.

SHARE Needs Assessment *September 2013 to May 2014* Developed methodology for local non-profit needs assessment, covering five towns in Southern NH. Developed protocols for focus groups and key informant interviews, designed and analyzed community service provider survey. Developed and presented final needs assessment report.

Nashua Community Health Assessment *September 2013 to January 2014* Worked with client to develop appropriate protocols for focus groups with targeted segments of population, varying from topic-specific issues, to general health issues. Facilitated and summarized focus group findings.

Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) Services *May 2012 to June 2013* Recruit and hire qualified consultants to implement NAP SACC in targeted NH communities. Provide technical assistance to consultants during the project period through program recruitment support, logistical support, and implementation support. Conduct an evaluation of past NAP SACC interventions from the perspective of trained sites and trainers.

NH Breast and Cervical Cancer Program Focus Groups *April 2012 to June 2012* Convened, facilitated, and summarized findings of four market research focus groups around promotional materials promoting breast and cervical cancer screenings. Finalized a focus group script, developed relevant recruitment and logistical materials, and developed a final report with recommendations for promotional materials development.

Dartmouth-Hitchcock Colorectal Cancer Screening Focus Groups *April 2012 to June 2012* Convened, facilitated, and summarized findings of two market research focus groups around six posters designed by the Dartmouth-Hitchcock Colorectal Cancer Screening Program. Finalized a focus group script, developed relevant recruitment and logistical materials, and developed a final report with recommendations for promotional materials development.

Tobacco and Obesity Policy Project *June 2010 to January 2012* Provided project management support, and worked with NH DHHS Obesity Prevention Program and Tobacco Prevention and Control Program staff and partners to assist in the development of strategies and creation of trainings and materials for licensed childcare settings, schools, and workplaces to develop and adopt evidence-based guidelines around nutrition, physical activity, screen time, and tobacco exposure. Conduct qualitative research to inform process.

Dartmouth-Hitchcock Early Childhood Messaging Collaborative Focus Groups *December 2011 to January 2012* Convened, facilitated, and summarized findings of four market research focus groups around six logos and three graphic sets designed for the HNH foundation-funded Early Childhood Messaging collaboration. Finalized a focus group script, developed relevant recruitment and logistical materials, and developed a final report with recommendations for the logo and graphic development.

NH County Rankings Video Project *September 2011 to December 2011* Participated in a collaborative process of the NH State County Health Rankings Team to produce video vignettes focusing on state and local Public Health. Data from the NH County Health Rankings and the NH State Health Report were linked to stories gathered around the state that illustrate community actions to improve health or people impacted by improvements in public health. The video(s) will be used to educate and motivate individuals and communities into action to improve the health of their community and state.



Strategic Prevention Framework – Local Regional Evaluation January to March 2009 Data entry and data analysis for surveys of four strategic prevention framework regions. Worked in SPSS to clean and analyze the data. Created summary reports to provide to the client.

Manchester Community Needs Assessment December 2008 to December 2009 Provided logistical support to the project by serving as a liaison between the MSAP Data Committee and the Community Health Institute team. Assigned team roles, managed the budget, and defined key deadlines. Collected quantitative state and local data, as well as analyzed and summarized focus group and key informant survey data. Assisted in the development and editing of the final Needs Assessment Report.

Rivier University, Nashua, New Hampshire

Adjunct Faculty, September 2016-present

Developed the curriculum for and instructs the online capstone for the undergraduate Public Health program.

PROFESSIONAL ASSOCIATIONS

NH Public Health Association, President

- Board of Directors – 2012 – Present
- Communications Committee, chair – 2012 – Present

NH Home Visiting Coordinating Council

- Member, 2015

American Public Health Association

- Member, 2013 - Present

COMPUTER SKILLS

Proficient in Adobe InDesign CS5.5, Adobe Illustrator CS5.5, Microsoft Word, Excel, and Publisher. Working knowledge of Microsoft Access, QuickBooks, Adobe Photoshop, and SPSS.

YVONNE HAMBY, M.P.H.

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EDUCATION

UNIVERSITY OF SOUTH FLORIDA, TAMPA, FLORIDA

MPH, MATERNAL AND CHILD HEALTH, 1996

Recipient of the Centers of Excellence in MCH Education, Science and Practice (formerly the National MCH Traineeship)

GEORGIA STATE UNIVERSITY, ATLANTA, GEORGIA

BA, Sociology, 1989

Sociology Honors Award

EXPERIENCE

JSI, Denver, Colorado

Project Director, 1999 to present

Quality-oriented professional with 22+ years of experience and a proven knowledge of research methodology, wellness programs, and public health administration. Areas of expertise are program evaluation, research, and quality improvement of health services delivery for under-served populations. Skilled in quantitative and qualitative research and evaluation design, analysis, and implementation. I have served on a variety of projects where I have provided oversight to all project related activities. I designed the research protocols, as well as oversaw the primary and secondary data collection methods and analysis. The research activities have included quantitative data collection across varied public data sources and qualitative data collection among a diverse group of stakeholders. Below are a sample of key evaluation/quality improvement projects I have led:

- **Treating Addiction in Rural Areas ECHO**, HRSA funded project as multi-year learning opportunity for organizations providing substance use disorder treatment services. It is a team-based ECHO learning community.
- **Evaluation of Clinics Pathway Approach (CPA) Grantee Work**, Episcopal Health Foundation contracted with JSI to conduct the evaluation of this 5-year project, looking at current clinic capacity strengths and needs, improvements implemented by the clinics, and strategies utilized, as well as facilitators and barriers to conducting population health management successfully.
- **Comprehensive Reproductive Health Needs Assessment and Planning**, Mississippi Department of Health, Family Planning Program contracted with JSI to conduct a comprehensive landscape assessment and strategic planning for reproductive health needs and services across the state.
- **Wyoming Breast and Cervical Cancer Early Detection Program Evaluation**, JSI was contracted to conduct an evaluation of the Wyoming Cancer Program to determine the reach and impact of the program as well as areas of improvement.
- **New Hampshire Maternal, Infant, and Early Childhood Home Visiting Home Program**. Responsible for the development and implementation of a continuous quality improvement (QI) plans for three local agencies implementing the Healthy Families America model, funded by the federal Maternal, Infant, and Early Childhood Home Visiting Program (MIECHV). Providing QI coaching and training to three QI teams.
- **Spirit within Project**, JSI was contracted by Denver Indian Health and Family Services to conduct a comprehensive evaluation of the Spirit within Program. SWP was a federally funded grant which focused on delivering health messages and programs to the community about incorporating traditional foods and nutrition and physical activity in daily activities.
- **Supporting Healthy Start Performance Project-Healthy Start Collaborative Improvement and Innovative Network**, Health Resources & Services Administration, Maternal Child Health Bureau contracted with JSI to provide facilitation and leadership development to the HS CoIN.
- **Colorado Department of Public Health and Environment Medicaid Tobacco Cessation Project**, JSI was contracted by CDPHE to evaluate the training and technical assistance project addressing tobacco cessation interventions. As part of the evaluation, JSI conducted comparative data analysis. This entailed developing a uniform data set of tobacco use and changes in use across participating organizations.
- **Infertility Prevention Project-Health Care Reform Assessment**, Centers for Disease Control and Prevention, Division of STD Prevention (DSTDP) contracted JSI to conduct an impact assessment of the ACA on STD services. The assessment used the Health Impact Assessment model to address the role of the Infertility Prevention Project (IPP) in a reformed health care environment. The HIA provided insight and direction to key areas of interest to the DSTDP, including strengthening the IPP infrastructure, improving and leveraging partnerships, maintaining the IPP's



role in communicating best practices in screening and treatment of Chlamydia and Gonorrhea, addressing service area gaps through key concepts, such as the medical home, and describing anticipated changes in data collection and reporting practices as private and public health systems institute electronic health records.

PUBLISHED ABSTRACTS | PRESENTATIONS

- Co-Author, Hamby, Y., Smith, G., Barron, C., Teig, E. *The Future of the Infertility Prevention Project (IPP): Partnership Opportunities and Recommendations in Light of Passage of the Patient Protection and Affordable Care Act*. The National STD Conference, 2012. Presented as an oral presentation.
- Co-Author, Hamby, Y., Smith, G., Barron, C., Teig, E. *The Future of the Infertility Prevention Project (IPP): Using the Impact Assessment Methodology to Understand Change on a Local Level*. The National STD Conference, 2012. Presented as a poster presentation.
- Co-Author, Hamby, Y. and McCrimmon, M. *Sexual and Reproductive Health Quality Improvement System (SRQIS)*. The National STD Conference, 2012. Presented as a showcase poster presentation.
- Co-Author, Hamby, Y., *Client-Centered Quality: Clients' Perspectives to Receiving Care*. 2010 National Family Planning Clinical Conference. Presented as a poster presentation.
- Author, Hamby, Y., *Region VIII RQIP Overview*. 2010 OPA National Regional Training Centers Meeting. Presented as an oral presentation.
- Author, Hamby, Y., *Racial/Ethnic Differences in Service Utilization Patterns and Mobility of Female Clients in the Region VIII*.

JOURNAL ARTICLES | BOOK AND MONOGRAPH CHAPTERS

- Co-Author, Dicker, L., Mosure, D., Kay, R., Shelby, L., Cheek, J., and Hamby, Y., *An Ongoing Burden: Chlamydial Infections among Young American Indian Women*. Maternal and Child Health Journal, Rochat, R and Tucker, M. December 2007.
- Hamby, Y., *Regional Quality Indicators Project-Journey into Quality Assurance Mapping Our Way to Success*. Contraception, Volume 76, Issue 3. September 2007.
- Contributing investigator, Newton-Ward, M., Privette, A., Hamby, Y., and Newman, R. *Improving Service and Communication North Carolina Family Planning Program, case study in Social Marketing: Improving the Quality of Life*. Kotler P.

SELECTED CONSULTATIONS

- Participant for CDC, STD Prevention Program Funding Announcement Consultation
- Participant for Title X Guidelines Review Technical Panel for Family Planning Service Provision: Innovative Practice – Quality Improvement/Assurance
- Participant for the CDC Consultation to Identify, Characterize, and Assess the Barriers to Adoption and Implementation of Laws and Policies that Authorize the Practice of EPT

COMPUTER SKILLS

Qualitative Research Methods, Atlas.ti
SPSS 15.0, quantitative statistical analysis package
Web Ex and Zoom (virtual meeting software)
G-suite Google applications
Microsoft suite (Word, Excel, Publisher, PowerPoint)

CERTIFICATES | AWARDS | HONORS

Social Marketing and Qualitative Research Summer Institute
Colorado Medical Institution Review Board, Expedited Review
CITI Program Human Research Group and Social & Behavioral Research
Technology of Participation Strategic Planning, Institute of Cultural Affairs
Nominated for the White House Champion of Change for Public Health and Prevention
Nominated for the annual CDC & ATDSR Honor Award
Nominated for the Darroch Award for Excellence in Sexual and Reproductive Health Research



ERIN R. SINGER

JSI, 95 St. Paul Street, Suite 350, Burlington, Vermont 05401 (802) 651-7402

erin_singer@jsi.com

EDUCATION

BOSTON COLLEGE, BOSTON, MASSACHUSETTS
Doctor of Philosophy, Social Work, 2015

PORTLAND STATE UNIVERSITY, PORTLAND, OREGON
Master of Social Work, 2006

SKIDMORE COLLEGE, SARATOGA SPRINGS, NEW YORK
Bachelor of Science, Social Work, 2002

EXPERIENCE

JSI Research & Training Institute, Burlington, Vermont
Data and Evaluation Consultant, 2019 to present

Selected projects:

Massachusetts Health Policy Commission's (HPC) Cost Effective, Coordinated Care for Caregivers and Substance Exposed Newborns (C4SEN) Investment Program, Project Director
JSI supports the evaluation of HPC's C4SEN program funded in five hospitals throughout MA. JSI is responsible for administering the patient experience survey, conducting patient interviews, analyzing data, and reporting results throughout the 2.5 year project period.

New Hampshire's Opioid-Impacted Family Support Program (Building Futures Together), Project Director
JSI is subcontracting with the University of New Hampshire to lead the evaluation of their newly developed, HRSA-funded apprenticeship program to train paraprofessionals in community health centers, family resource centers, and schools to provide intensive, specialized enhanced care coordination on behalf of children, youth, and their caregivers impacted by parental substance misuse.

Delaware DHSS, Delaware Family Health Epidemiology & Evaluation Support Services, Lead Statistician
JSI manages multiple sub-projects ranging from evaluation design, implementation, data analysis, systems design and strategic planning for that State's maternal and child health (MCH) programmatic efforts. Responsible for epidemiology, analytic, and evaluation services for the Department of Family Health Systems & Management. Recent project exploring tobacco use and cessation during pregnancy using Pregnancy Risk Assessment Monitoring System (PRAMS) data.

Partnership for Thriving Youth, Data & Evaluation Consultant
JSI is subcontracting with The Opportunity Alliance to lead evaluation of their SAMHSA-funded PFS grant to reduce youth substance misuse and its related problems in Cumberland County, ME. Responsibilities include: evaluation planning and technical assistance; developing interview guides and conducting interviews, qualitative data analysis, and statistical analysis of MIYHS data (Maine Integrated Youth Health Survey).

New Hampshire Center for Excellence Addressing Alcohol and other Drugs, Data & Evaluation Consultant
State-wide technical assistance and resource center for the implementation of evidence-based interventions in alcohol and other drug prevention, intervention, treatment and recovery services. Responsible for survey administration and data analysis of 2019 NH Young Adult Assessment, a large statewide survey (n=2,694) to better understand root causes of substance use and mental health challenges among NH's young adults.

**Vermont Dept. of Health, Health Promotion Disease Prevention Master Evaluation Capacity Contract
Vermont Tobacco Control Program Evaluation & Technical Assistance**
JSI was contracted by the Vermont Department of Health, Division of Health Promotion Disease Prevention to provide comprehensive evaluation services to programs. Scope of services range from designing and implementing formative, process and outcome evaluations; conducting surveys, focus groups, and interviews; analyzing primary and secondary data; and presenting findings in accessible ways to inform programs.

HRSA Behavioral Health Center for Excellence Training Center, Rapid Cycle Improvement (RCI) Team
JSI was contracted by HRSA to develop and manage a Center of Excellence (COE) for behavioral health to support the integration of behavioral health services, including opioid and substance use disorder into primary care. The Rapid Cycle



Improvement (RCI) process assessed changes in integrated behavioral health knowledge, attitudes, behavior and practice as a result of TTA activities and utilized an RCI strategy to implement improvements to continuously enhance TTA and COE performance and processes.

Vermont Department of Health, Burlington, Vermont

Public Health Analyst III, Research, Evaluation & Epidemiology Division; 2015 – 2019

Epidemiologist for the Vermont Tobacco Control Program. Conducted statistical analyses of tobacco-related data using health surveillance datasets (e.g., YRBS, BRFSS); prepared reports and assisted with data presentations regarding tobacco burden and prevention in Vermont; responded to internal and external data requests; and managed development, data collection, analysis and reporting for biennial statewide tobacco health survey.

Human Services Research Institute, Portland, Oregon

Research Analyst II, Evaluation of the Ohio Title IV-E Waiver Child Welfare Demonstration Project; 2008 – 2010

Worked with community partners to apply and measure fidelity to an evidence-based practice model (Family Team Meetings). Managed data collection activities across multiple sites and matched program data with state-level data to measure child welfare outcomes.

SELECT PUBLICATIONS

- Villanti, A.C., Vallencourt, C.P., West, J.C., Peasley-Miklus, C., LePine, S.E., McCluskey, C., Klemperer, E., Logan, A., Patton, B., Erickson, N., Hicks, J., Horton, K., Livingston, S., Roemhildt, M., Singer, E., Trutor, M., Williams, R. (2020). Recruiting and retaining youth and young adults in online longitudinal research: Lessons from a randomized trial of participant compensation in the PACE Vermont Study. *Journal of Medical Internet Research*, 22(7), e18446.
- Williams, R.K., Brookes, R.L., Singer, E.R. (2020). A framework for effective promotion of a Medicaid tobacco cessation benefit. *Health Promotion Practice*, 21(4), 624-632.
- Hokanson, K., Golden, K.E., Singer, E., Cosner Berzin, S. (2020). 'Not independent enough': Exploring the tension between independence and interdependence among former youth in foster care who are emerging adults. *Child Welfare Journal*, 97(5), 143-159.
- Hokanson, K., Neville, S.E., Teixeira, S., Singer, E., Cosner Berzin, S. (2020). 'There are a lot of good things that come out of it at the end': Voices of resilience in youth formerly in foster care during emerging adulthood. *Child Welfare Journal*, 97(6), 237-253.
- Porta, C.M., Singer, E., Mehus, C., Gower, Saewyc, E., A., Fredcove, W., Eisenberg, M. (2017). LGBTQ youth's views on gay-straight alliances: Building community, providing gateways, and representing safety and support. *Journal of School Health*, 87(7), 489-497.
- Singer, E.R., Berzin, S.C. (2015). Early adult identification among youth with foster care experience: Is emerging adulthood lost? *Journal of Public Child Welfare*, 9(1), 65-87.
- Berzin, S.C., Singer, E., Hokanson, K. (2014). Emerging versus emancipating: The transition to adulthood for youth in foster care. *Journal of Adolescent Research*, 29(3), 1- 23.
- Singer, E. Berzin, S.C. & Hokanson, K. (2013). Voices of former foster youth: Supportive relationships in the transition to adulthood. *Children and Youth Services Review*, 35, 2110-2117.

SELECT PRESENTATIONS & POSTERS

- American Evaluation Association Annual Conference, October 2020. Presentation: Survey Methods as an Opportunity for Analytic Integration in Mixed Methods Evaluation.
- National Conference on Tobacco or Health, Minneapolis, MN, August 2019. Presentation: A Story of Risk and Resilience: Examining Ten-Year Trends in Smoking-Related Sexual Identity Disparities among Youth.
- National Conference on Tobacco or Health, Minneapolis, MN, August 2019. Presentation: Evaluating Vermont's Medicaid Cessation Benefit Initiative: Defining Measures & Data Sources, Monitoring Data, & Communicating Findings.
- Society for Nicotine and Tobacco Research Annual Conference, San Francisco, CA, February 2019. Poster: Cessation as a Multi-Dimensional Concept: Strategy Combinations among Smokers Who Quit on Their Own
- Society for Research on Adolescence Biennial Meeting, Baltimore, MD, March 2016. Presentation: Resilience among Sexual Minority Youth: The Role of Natural Mentors in Improving Mental Health and Substance Abuse Outcomes
- Society for Research on Adolescence Biennial Meeting, Baltimore, MD, March 2016. Poster: LGBTQ Youth's Views on Gay-Straight Alliances: Building Community, Providing Gateways, and Representing Safety and Support
- Society for Social Work Research Annual Conference, New Orleans, LA. January 2015. Poster: Voices of Former Foster Youth: Utilization of Supportive Relationships in the Transition to Adulthood



REBECCA MILNER

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

becky_milner@jsi.com

EDUCATION

DARTMOUTH COLLEGE, HANOVER, NH
Bachelor of Arts in Anthropology modified with Global Health, June 2021
Magna cum Laude

EXPERIENCE

JSI, Boston, Massachusetts
Project Associate, July 2021-present

New York State Family Planning Training Center

Project Associate on the New York State Department of Health-funded New York State Family Planning Training Center. As the New York State Family Planning Training Center, JSI Research & Training Institute, Inc. promotes quality reproductive health services through the provision of training, technical assistance and expertise to agencies funded by the New York State Department of Health (NYSDOH) Comprehensive Family Planning and Reproductive Health Program (FPP). The overarching goal of the FPP is to improve the intendedness of pregnancy and improve birth outcomes for high-need women and families while reducing racial, ethnic and economic disparities in those outcomes. As a member of this team, Ms. Milner communicates regularly with family planning providers, conducts project-relevant research and data analysis, facilitates webinars and learning collaboratives for providers, and assists with general project coordination and administration.

CAREWare Massachusetts Data System

Project Associate on a team providing technical support to HIV/AIDS care providers who use the CAREWare data system. Ms. Milner assists with training providers on data reporting requirements (including RWHAP service categories), managing a helpdesk for provider questions, communicating regularly with the Massachusetts Department of Public Health and providing technical, logistical, and general project management support.

Dartmouth College, Hanover, NH

Research Assistant, COVID-19 and Reproductive Effects Study, May 2020-June 2021

Research assistant on a multi-year study investigating clinical and non-clinical effects of the COVID-19 pandemic on childbirth outcomes and experiences. Conducted extensive literature reviews to assess research on maternity care preferences, maternal stress and postpartum experiences and healthcare policy and insurance implications due to the pandemic. Wrote and designed a study summary pamphlet to be disseminated to study participants and a policy brief to be sent to policy decision makers nationwide. Coded response surveys from over 2000 women nationwide for further data analysis and led teams on various study goals, including website design, participant outreach, and dissemination of maternity care resources.

Close Concerns, San Francisco, CA

Dartmouth Fellow, September 2019-December 2019

Wrote and published articles focused on scientific breakthroughs, market dynamics, and policies in the diabetes and obesity space for Closer Look, a subscription-based news service for 10,000+ healthcare providers, researchers, scientists and pharmaceutical executives. Interviewed leaders in the healthcare field, researched therapies, technology, clinical trials, & healthcare policy, and reported on large conferences and other gatherings of thought leaders. Attended and reported on policy generation and implementation meetings at the San Francisco Department of Public Health.

PUBLICATIONS

Gildner, T.E., Uwizweye, G., Milner, R.L. et al. Associations between postpartum depression and assistance with household tasks and childcare during the COVID-19 pandemic: evidence from American mothers. *BMC Pregnancy Childbirth* 21, 828 (2021). <https://doi.org/10.1186/s12884-021-04300-8>

COMPUTER SKILLS

Proficient in:

Microsoft Office: Word, Excel, and PowerPoint

Online tools: Google Drive, Slack, SurveyMonkey, Canva

Social media tools: Facebook, Instagram, Twitter, LinkedIn

LANGUAGE SKILLS

Fluent in French.

ADRIANA LOPERA, MPH

JSI, 501 South Street, 2nd Fl, Bow, New Hampshire 03304 (603) 573-3361

adriana_lopera@jsi.com

EDUCATION

BOSTON UNIVERSITY, BOSTON, MASSACHUSETTS
Master of Public Health, Maternal and Child Health, 2017
Maternal and Child Health Diversity Leadership Scholar

COLUMBIA UNIVERSITY, NEW YORK, NEW YORK
Bachelor of Arts, Latin American and Caribbean Studies, 2010

EXPERIENCE

JSI d/b/a Community Health Institute, Bow, New Hampshire
Consultant, April 2019 to present

HIGHLIGHTS OF RELEVANT PROJECTS

NH Youths with Chronic Health Conditions Needs Assessment, November 2021 to present
Directing a qualitative needs assessment to understand the needs of families with child(ren) with a chronic physical health condition. Data collection activities include a statewide survey, focus groups, Photovoices project, and key informant interviews.

Reproductive Health National Training Center, October 2021 to present
Providing technical assistance and developing learning products for the HHS Office of Population Affairs' Teen Pregnancy Prevention grantees.

New Hampshire Center for Excellence Addressing Alcohol and other Drugs, April 2019 to present
A statewide training and technical assistance center serving professionals across the substance misuse continuum of care. Activities include:

- **NH Governor's Commission on Alcohol and Other Drugs, December 2019 to present.** Serving as a Program Manager for technical support to the Governor's Commission on Alcohol and Other Drugs and its eight task forces. Project manager of the Commission's 2022-2024 strategic planning process which includes data collection activities such as a statewide survey, key informant interviews, focus groups, and a public listening session.
- **NH Charitable Foundation Perinatal Substance Exposure Task Force Support, April 2019 to present.** Providing consultation and technical support to the Perinatal Substance Exposure Task Force of the NH Governor's Commission on Alcohol and other Drugs with expanded focus funded by the NH Charitable Foundation. This includes providing support for related work groups on doula services, insurance, and plans of safe care as well as supporting other training needs and written resources as requested.
- **Recovery Friendly Workplace Technical Assistance, June 2019-October 2020.** Project manager for grant that included consulting, training, and technical assistance to the Recovery Friendly Workplace Initiative and Community of Practice.

NH Medicaid to School Technical Assistance March 2021 to present. Providing technical assistance and serving as a liaison between the NH Medicaid Office and schools billing for in-school health services to Medicaid.

Preschool Development Grant Needs Assessments (United Way Greater Seacoast September 2020 to June 2021, Lower Grafton Council for Young Children and Families, March 2021 to December 2021)
Implemented a multi-modal needs assessment to inform community organizations' Preschool Development Grant work. Supporting quantitative and qualitative related needs assessment activities including focus groups and a review of secondary data for towns and cities in the organization's footprint to support improved service delivery for families with young children. Provided strategic planning and coalition building support.

PRIOR EXPERIENCE

Betsy Lehman Center for Patient Safety, Boston, Massachusetts

Program Manager, 07/2017 to 03/2019

Supported and co-facilitated an expert panel of providers and patients on improving safety in emergency medicine. Organized a partnership with the Perinatal-Neonatal Quality Improvement Collaborative of Massachusetts with the goal of improving hospital labor and delivery care for women.

Boston Medical Center, Boston, Massachusetts

Project Coordinator, 09/2015-07/2017

Managed a statewide quality improvement collaborate of 10, Level 3 neonatal intensive care units. This included providing technical assistance to each team, conducting related qualitative research, and organizing educational conferences and webinars.

Massachusetts General Hospital, Disparities Solutions Center, Boston, Massachusetts

Research Assistant, 2013-2015

Logistical and program support for year-long national healthcare equity leadership program which included being main point of contact with participants from a variety of healthcare settings and planning conference logistics and curriculum materials.

Peace Corps, Costa Rica

Rural Community Development Volunteer, 2011-2013

Coordinated government agencies and facilitated community meetings and work plans to support the creation of a community development association with over 100 founding members. Provided project management and design training to a women's community group and secured grant funding and technical assistance from local government representatives for a community greenhouse.

PUBLICATIONS

Parker, M. G., Gupta, M., Melvin, P., Burnham, L. A., Lopera, A. M., Moses, J. M., ... & Belfort, M. B. (2019). Racial and ethnic disparities in the use of mother's milk feeding for very low birth weight infants in Massachusetts. *The Journal of Pediatrics*, 204, 134-141.

Parker, M. G., Lopera, A. M., Kalluri, N. S., & Kistin, C. J. (2018). "I Felt Like I Was a Part of Trying to Keep My Baby Alive": Perspectives of Hispanic and Non-Hispanic Black Mothers in Providing Milk for Their Very Preterm Infants. *Breastfeeding Medicine*, 13(10), 657-665.

Parker, M. G., Burnham, L. A., Melvin, P., Singh, R., Lopera, A. M., Belfort, M. B., ... & Gupta, M. (2019). Addressing disparities in mother's milk for VLBW infants through statewide quality improvement. *Pediatrics*, 144(1), e20183809.

SKILLS

Languages: Spanish-fluent

RELEVANT TRAININGS

NH Recovery Coach Academy- August 2020.

JSI d/b/a CHI
RFA-2022-DPHS-12-EARLY-01 Early Childhood Comprehensive Systems

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract	Annual Salary
Katherine Robert	Project Director	\$53,461.54	\$139,000
Becky Milner	Project Coordinator	\$26,169.23	\$56,700
Adriana Lopera	Training Liaison	\$20,111.54	\$87,150
Yvonne Hamby	CQI Lead	\$22,461.54	\$146,000
Erin Singer	Senior Research Analyst	\$21,153.85	\$110,000

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

Lois A. Shibanette
Commissioner
Patricia M. Tilley
Director

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

June 6, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with JSI Research & Training Institute, Inc. (VC#161611-B001), Bow, NH, in the amount of \$520,000 for a broad range of training activities for health care providers caring for families impacted by substance use, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through May 31, 2023. 100% Federal Funds.

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

05-95-90-901010-5771 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, HHS: PUBLIC HEALTH DIV, BUREAU OF POLICY & PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Rel	90577170	\$520,000
			Total	\$520,000

EXPLANATION

The purpose of this request is to increase the capacity of health care providers statewide, to deliver services and referral coordination to families with children prenatal to age three (3) years, who have experienced in utero substance exposure.

The Department recognizes that the increasing needs among the state's most vulnerable young children require intentional collaboration at the local, regional, and state levels. The Contractor will strengthen family and early childhood systems of care by improving communication and service coordination among health and community program partners and the families they serve; developing a Needs and Gaps Analysis Report to inform early childhood strategic planning specific to this population described above; providing training to early childhood health care providers on the Plan of Safe Care, community based programs available to families pregnancy through age three; and promoting best practices to provide care coordination and screening tools to strengthen connections to needed services.

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

The Department will monitor services monthly by ensuring the Contractor:

- Develops and implements training programs and education materials.
- Completes needs assessment and gap analysis.
- Increases health provider engagement in care coordination strategies.
- Increases Health Provider utilization of Plan of Safe Care.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from February 22, 2022 through April 8, 2022. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, of the attached agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

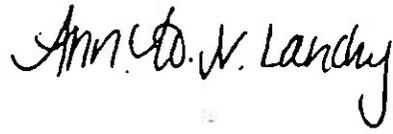
Should the Governor and Council not authorize this request, early childhood health support services would be limited, less coordinated with community based programs and access to care for many high-risk families experiencing substance misuse would be reduced.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.391, FAIN # NH75OT000031

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

Respectfully submitted,


for:

Lori A. Shibinette
Commissioner

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID #	RFA-2022-DPHS-12-Early
Project Title	Early Childhood Comprehensive Systems

	Maximum Points Available	JSI Research & Training Institute, Inc d/b/a Community Health Institute (CHI)	Resultant
Technical			
Ability (Q1)	35	30	25
Knowledge of Providers (Q2)	25	23	18
Knowledge of ECCS (Q3)	25	22	16
Experience with Collaboration (Q4)	35	30	32
Experience Facilitating Training (Q5)	40	38	31
TOTAL POINTS	160	143	122

	Reviewer Name
1	Athena Cote
2	Haley Johnston
3	Paula Gyurcsan

	Title
1	Administrator I, Community Collaborations
2	Program Specialist IV, Family Planning
3	Program Planner, WCOI Home Visiting Specialist

Subject: RFA-2022-DPHS-12-EARLY-01 / Early Childhood Comprehensive Systems Health Integration

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute, Inc.		1.4 Contractor Address 501 South Street, 2nd Floor Bow, NH 03304	
1.5 Contractor Phone Number (603) 573-3331	1.6 Account Number 05-95-90-901010-5771	1.7 Completion Date 5/31/2023	1.8 Price Limitation \$520,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Katherine Robert</i> Date: 6/6/2022		1.12 Name and Title of Contractor Signatory Katherine Robert Director	
1.13 State Agency Signature DocuSigned by: <i>Patricia M. Tilley</i> Date: 6/7/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takhlina Rakhmetova</i> On: 6/9/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes; and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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.

Contractor Initials 
Date 6/6/2022

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall increase the capacity of the state-level infrastructure for maternal and early childhood systems of care for children prenatal through three (3) years of age. The Contractor shall:
 - 1.1.1. Increase coordination and alignment between the Department and other statewide systems that impact young children and families;
 - 1.1.2. Increase the capacity of health systems to deliver and effectively connect families to a continuum of services that promote early developmental health and family wellbeing;
 - 1.1.3. Increase the capacity of health systems to gather and ask families about health equity data and increase the capacity of health systems to complete and use Plan of Safe Care;
 - 1.1.4. Identify and recommend policy and financing strategies that support the funding and sustainability of multigenerational, preventative services and systems; and
 - 1.1.5. Increase state-level capacity to advance equitable and improved access to services for early childhood families.
- 1.2. The Contractor shall collaborate with the identified Early Childhood Comprehensive Systems (ECCS) family support programs, providers, and key partners which include, but are not limited to:
 - 1.2.1. Maternal and Child Health Section Programs, Division of Public Health Services (DPHS).
 - 1.2.2. Family Centered Early Supports and Services (FCESS), Division of Long Term Supports and Services.
 - 1.2.3. Women, Infant and Children's (WIC) Nutrition Program, DPHS.
 - 1.2.4. Healthy Families America (HFA), Maternal & Child Health (MCH), DPHS.
 - 1.2.5. New Hampshire Family Voices (NHFV).
 - 1.2.6. Council for Thriving Children, including all Quadrants.
 - 1.2.7. Perinatal Substance Exposure Task Force.
 - 1.2.8. Maternal Mortality Review Committee.
 - 1.2.9. Northern New England Perinatal Quality Improvement Network.
 - 1.2.10. Additional Department Programs, as appropriate.
- 1.3. The Contractor shall partner with NHFV to ensure family engagement is at the

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

center of the ECCS initiative. The Contractor shall:

- 1.3.1. Coordinate the ECCS initiative with the point of contact for NHFV.
- 1.3.2. Coordinate with NHFV regarding content, dates, locations and times for family focus groups. The Contractor shall:
 - 1.3.2.1. Administer surveys to gather critical input on Care Coordination strategies; and
 - 1.3.2.2. Conduct an analysis of the needs and gaps of the ECCS.
- 1.3.3. Coordinate with NHFV regarding content, dates, locations and times for ECCS trainings which include:
 - 1.3.3.1. Family leadership and engagement strategies; and
 - 1.3.3.2. Other training topics as indicated in Subparagraph 1.6.1.
- 1.4. The Contractor shall develop a semi-annual newsletter to communicate across the ECCS regarding key initiatives and programs. The Contractor shall ensure:
 - 1.4.1. The newsletter includes input from sources that include, but are not limited to:
 - 1.4.1.1. Community-based organizations.
 - 1.4.1.2. State level ECCS programs.
 - 1.4.1.3. The NH Council for Thriving Children, including all Quadrants.
 - 1.4.1.4. The Perinatal Substance Exposure Task Force.
 - 1.4.1.5. The Maternal Mortality Review Committee.
 - 1.4.1.6. NH Chapter of the American Academy of Pediatrics.
 - 1.4.1.7. Other entities or groups, as appropriate.
 - 1.4.2. The semi-annual newsletter is disseminated to all entities contributing to the creation of the semi-annual newsletter and other entities, as determined by the Department.
- 1.5. The Contractor shall develop a Needs and Gaps Analysis Report and provide recommendations to inform early childhood strategic planning. The Contractor shall:
 - 1.5.1. Ensure the Needs and Gaps Analysis process includes the collection of new de-identified data, including information deriving from family focus groups that include, but are not limited to:
 - 1.5.1.1. ECCS stakeholders.
 - 1.5.1.2. The perinatal Substance Exposure Task Force.

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**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

- 1.5.1.3. The Maternal Mortality Review Committee.
- 1.5.1.4. NH Chapter of the American Academy of Pediatrics.
- 1.5.1.5. The Council for Thriving Children, includes all Quadrants.
- 1.5.2. Ensure the Needs and Gaps Analysis process includes a review of existing de-identified data, including data derived from all recent NH needs assessments that target Prenatal through age three (3) populations, including, but not limited to:
 - 1.5.2.1. The Preschool Development Grant Needs Assessment.
 - 1.5.2.2. Title V/MCH Block Grant Needs Assessment.
 - 1.5.2.3. FCESS.
 - 1.5.2.4. The Maternal, Infant and Early Childhood Home Visiting Program.
- 1.5.3. Conduct ten (10) key informant interviews with administrative leaders within the Department to understand and document programmatic/systematic updates.
- 1.5.4. Compile, analyze, and summarize data and related research in order to finalize the ECCS Needs Assessment and Gaps Analysis Report.
- 1.5.5. Write the Needs Assessment and Gaps Analysis Report with a health and equity lens, leveraging existing needs assessment work without duplicating efforts.
- 1.5.6. Identify critical policy and financing recommendations as part of the Needs and Gaps Analysis process.
- 1.5.7. Present and/or contribute at annual update meetings to the Council for Thriving Children: NH Early Childhood Strategic Plan, utilizing the ECCS Needs and Gaps Analysis Report and supporting data, as requested by the Department.
- 1.6. The Contractor shall provide trainings to a minimum of 25 ECCS health care providers, two (2) to three (3) times per year, to increase the capacity to deliver comprehensive healthcare services. The Contractor shall:
 - 1.6.1. Provide training and coaching on best practices of health equity data collection and engagement, as well as Continuous Quality Improvement (CQI) in training delivery. The Contractor shall ensure training is available in-person and/or virtually, as needed, and topics include, but are not limited to:
 - 1.6.1.1. Health Equity and data collection.
 - 1.6.1.2. Race, Ethnicity and Language (REAL) data collection.

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**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

- 1.6.1.3. Sexual Orientation and Gender Identification (SOGI) data collection.
- 1.6.1.4. Care Coordination Best Practices, including, but not limited to:
 - 1.6.1.4.1. Screenings for social determinants of health needs.
 - 1.6.1.4.2. Referrals to ECCS and community programs to meet identified needs.
- 1.6.1.5. Equity Review Toolkit, as provided by the Department Plan of Safe Care (POSC) and utilization.
- 1.6.1.6. Family engagement and leadership, in partnership with NHFV.
- 1.6.1.7. WIC services.
- 1.6.1.8. FCESS.
- 1.6.1.9. HFA services.
- 1.6.1.10. Family Resource Centers (FRC) services.
- 1.6.1.11. Additional training topics as identified in collaboration with the Department, ECCS health care providers, or other ECCS stakeholders, which may include, the Perinatal Substance Exposed Task Force, as approved by the Department.
- 1.6.2. Provide training in accordance with NH RSA 354-A:31. The trainings shall be provided as part of a bundled three (3) part series and each series shall be provided at least two (2) to three (3) times per year. Each three (3) part series shall include the following overall topic areas:
 - 1.6.2.1. Care Coordination Screening and referrals to include ECCS and community-based programs.
 - 1.6.2.2. Plan of Safe Care to include review of the POSC.
 - 1.6.2.3. Data collection to include engagement strategies to ask and collect REAL and SOGI questions.
- 1.6.3. Train health providers to identify high-risk pregnant women and children, collect health equity data, and identify available community resources. Trainings should be developed in collaboration with Perinatal Substance Exposed Task Force, Northern New England Perinatal Quality Improvement Network, and the Department to ensure best practices and align statewide efforts.

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**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

- 1.6.4. Train health care providers and ECCS Programs on POSC best practices, which shall include but not limited to:
 - 1.6.4.1. A review of the POSC.
 - 1.6.4.2. A review of the POSC Referrals Implementation Toolkit.
 - 1.6.4.3. Client engagement in POSC planning.
 - 1.6.4.4. Documentation of POSC and referrals.
- 1.6.5. The Contractor shall align training with the Perinatal Substance Exposed Task Force and Northern New England Perinatal Quality Improvement Network.
- 1.7. The Contractor shall support participation of ECCS Health Providers in Care Coordination best practices, including screenings and referrals to ECCS programs. The Contractor shall promote the importance and utilization of various screening tools, which include but are not limited to:
 - 1.7.1. PFS-2 Concrete Supports Survey.
 - 1.7.2. Centers for Medicare and Medicaid Services (CMS) screening tool.
 - 1.7.3. PRAPARE.
 - 1.7.4. Health Begins.
 - 1.7.5. Comprehensive Core Standardized Assessment.
- 1.8. The Contractor shall utilize research, input from health providers, ECCS programs and family feedback to develop a Tip Sheet, which is a written report about care coordination, best practices and NH-specific recommendations. The Contractor shall:
 - 1.8.1. Ensure the Tip Sheet includes, but is not limited to:
 - 1.8.1.1. How to assess current care coordination activities.
 - 1.8.1.2. How to prioritize improvement opportunities.
 - 1.8.1.3. Best practices on how to engage families.
 - 1.8.2. Review and leverage existing Tip Sheet documents such as Plan of Safe Care Referrals Implementation Toolkit.
 - 1.8.3. Obtain Department approval of the Tip Sheet.
 - 1.8.4. Disseminate the written Tip Sheet about care coordination to ECCS health providers.
- 1.9. The Contractor shall engage ECCS health providers in best practices to enhance and improve care coordination. The Contractor shall ensure engagement includes but is not limited to:

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**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

- 1.9.1. Providing and/or sharing trainings and resources.
- 1.9.2. Assessing current care coordination efforts.
- 1.9.3. Sharing and implementing best practices.
- 1.10. The Contractor shall ensure care coordination activities include, but are not limited to:
 - 1.10.1. Screenings for Social Determinants of Health, including:
 - 1.10.1.1. Substance Use Disorder;
 - 1.10.1.2. Mental Health;
 - 1.10.1.3. Housing;
 - 1.10.1.4. Economic and Food Supports;
 - 1.10.1.5. Safety;
 - 1.10.1.6. Child Development; and
 - 1.10.1.7. Maternal Depression.
 - 1.10.2. Completed referrals to community providers or linkage to Department supports and services.
- 1.11. The Contractor shall ensure engagement of initial providers include ECCS health providers, including:
 - 1.11.1. Birthing hospitals;
 - 1.11.2. Obstetricians (OB); and
 - 1.11.3. Pediatric providers statewide.
- 1.12. The Contractor shall conduct ongoing CQI and Plan-Do-Study-Act rapid cycle improvement activities on the approaches identified to train on care coordination best practices.
- 1.13. The Contractor must utilize results of CQI projects to develop a tool to support ongoing quality improvement initiatives focused on care coordination through the lens of promoting equitable wellness across all groups.
- 1.14. Reporting
 - 1.14.1. The Contractor shall submit quarterly summaries of ECCS initiative activities and engagement with NHFV, health providers and state agencies.
 - 1.14.2. The Contractor shall submit a written ECCS Needs and Gaps Analysis Report to the Department.
 - 1.14.3. The Contractor shall set specific and measurable Prenatal to age three (3) health equity goals as part of the Needs and Gaps Analysis

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

Report and identify critical policy and financing recommendations related to ECCS.

1.14.4. The Contractor shall submit a final report including ECCS activities completed and all trainings provided including, the training topic and the attendance record.

1.15. Performance Measures

1.15.1. The Department will monitor the Contractor's performance by utilizing the following performance measures.

1.15.1.1. Number of parents and Family Leadership engaged in ECCS initiative.

1.15.1.2. Number of Family Leadership engagement trainings held as part of ECCS initiative each year.

1.15.1.3. Number of family focus groups or surveys completed by families that included feedback on care coordination, family needs and barriers to accessing services.

1.15.1.4. Number of family focus groups that include topic of Needs and Gaps completed in partnership with NHFV. Including attendance by geographic type for focus groups.

1.15.1.5. Number of interviews or surveys with key ECCS stakeholders regarding current Needs and Gaps Analysis.

1.15.1.6. Number and type of recent ECCS related needs assessments reviewed as part of the required Needs and Gaps Analysis.

1.15.1.7. Number of studies or research conducted and reviewed related to ECCS Needs and Gaps Analysis, and best practices.

1.15.1.8. Completion of final report on critical policy and financing recommendations submitted to the Department.

1.15.1.9. Number of NH Early Childhood Strategic Plan meetings or feedback opportunities completed.

1.15.1.10. Number of recommendations made to the NH Early Childhood Strategic Plan focused on health equity and the Prenatal through age three (3) population.

1.15.1.11. Percentage increase of ECCS health providers' staff who received training and report more confidence in completing POSC.

1.15.1.12. Percentage increase of birthing hospitals engaged in health

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

equity training on intake data collection and importance of POSC.

- 1.15.1.13. Percentage increase in Obstetric (OB) provider networks and Pediatrics engaged in Equity Training on intake and data collected and importance of POSC.
 - 1.15.1.14. Increasing healthcare providers who received trainings and report more confidence to coordinate family care.
 - 1.15.1.15. Number of trainings and attendance tracking for ECCS stakeholders for each of the following topics:
 - 1.15.1.16. Number and type of other trainings provided as determine in partnership with the Department and ECCS stakeholder, including attendance tracking.
 - 1.15.1.17. Number of reported improvements to health equity data collection, quality, reporting and capacity.
 - 1.15.1.18. Number of CQI assessments completed.
 - 1.15.1.19. Number of developed and submitted CQI tools to support ongoing quality improvement initiatives focused on data quality through the lens of promoting equitable wellness across all groups.
 - 1.15.1.20. Number of ECCS health care providers utilizing in care coordination best practices.
 - 1.15.1.21. Number of reports submitted to the Department that include critical tips, recommendations and strategies to support care coordination to facilitate access to identified and needed services,
 - 1.15.1.22. Percentage change of health care provider increase knowledge of available Prenatal to age three (3) community-based programs.
 - 1.15.1.23. Percentage change of health care provider confidence in referring families to ECCS and other community-based programs and collaborating with the Department to determine baseline of referrals.
- 1.15.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 1.15.3. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.

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**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

1.15.4. The Department may identify expectations to active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable Contractor(s) must collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and

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**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

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.”

- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical 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.
 - 4.1.2. All records must 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.
- 4.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, New Hampshire Initiative to Address COVID-19 Health Disparities, as awarded on May 27, 2021, by the Center for Disease Control and Prevention, Activities to Support State, Tribal, Local and Territorial Health Department Response to Public Health or Healthcare Crises, CFDA 93.391, FAIN # NH75OT000031.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

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

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT C

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT C

- 8.4. 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.

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New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
Contractor Name: <u>JSI Research & Training Institute, Inc.</u>	
Budget Request for: <u>Early Childhood Comprehensive Systems</u>	
Budget Period <u>SFY 2023 (July 1, 2022 - May 31, 2023)</u>	
Indirect Cost Rate (if applicable) <u>21.23% on all costs less subcontracts/awards and equipment costs over \$5,000</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$239,920
2. Fringe Benefits	\$112,522
3. Consultants	\$9,000
4. Equipment	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$1,000
8. (a) Other - Marketing/Communications	\$6,000
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Family Engagement	\$12,500
Provider Engagement	\$15,000
Other (please specify)	\$0
Other (please specify)	
9. Subrecipient Contracts	\$40,000
Total Direct Costs	\$435,942
Total Indirect Costs	\$84,058
TOTAL	\$520,000

6/6/2022



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

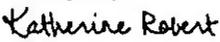
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: JSI Research & Training Institute, Inc.

6/6/2022

Date

DocuSigned by:

 Name: Katherine Robert
 Title: Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

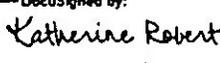
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Vendor Name: JSI Research & Training Institute, Inc.

6/6/2022
Date

DocuSigned by:

 Name: Katherine Robert
 Title: Director

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 Vendor Initials
 Date 6/6/2022



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: JSI Research & Training Institute, Inc.

6/6/2022

Date

DocuSigned by:

Katherine Robert

Name: Katherine Robert

Title: Director

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Contractor Initials

6/6/2022

Date

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: JSI Research & Training Institute, Inc.

6/6/2022

Date

DocuSigned by:
Katherine Robert
Name: Katherine Robert
Title: Director

Exhibit G

Contractor Initials

DS
KR

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: JSI Research & Training Institute, Inc.

6/6/2022

Date

DocuSigned by:

Katherine Robert

Name: Katherine Robert

Title: Director

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Contractor Initials

6/6/2022

Date



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

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Date 6/6/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Contractor Initials

KR

Date 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

~~The State of~~

Patricia M. Tilley

Signature of Authorized Representative

Patricia M. Tilley

Name of Authorized Representative
Director

Title of Authorized Representative

6/7/2022

Date

JSI Research & Training Institute, Inc.

~~Name of the Contractor~~

Katherine Robert

Signature of Authorized Representative

Katherine Robert

Name of Authorized Representative
Director

Title of Authorized Representative

6/6/2022

Date

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New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name: JSI Research & Training Institute, Inc.

6/6/2022

Date

DocuSigned by:

Katherine Robert

Name: Katherine Robert

Title: Director

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Date 6/6/2022



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: LKTNULLR6FL6
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO X YES

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

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

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

 NO X YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K.

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov