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

Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

29 HAZEN DRIVE, CONCORD, NH 03301
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February 9, 2024

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-B001), Bow, NH, to continue coordinating federal shortage designations within the state, by exercising a contract renewal option by increasing the price limitation by \$108,108 from \$63,760 to \$171,868 and by extending the completion date from June 30, 2024 to June 30, 2026, effective July 1, 2024, upon Governor and Council approval. 41% Federal Funds. 59% General Funds.

The original contract was approved by Governor and Council on June 29, 2022, item #34.

Funds are available in the following account for State Fiscal Year 2025, and are anticipated to be available in State Fiscal Year 2026, 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.

05-95-90-901010-79650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF HEALTHCARE ACCESS, EQUITY, AND POLICY, RURAL HEALTH AND PRIMARY CARE 41% Federal Funds 59% General Funds

| State Fiscal Year | Class / Account | Class Title | Job Number | Current Budget | Increased (Decreased) Amount | Revised Budget |
|-------------------|-----------------|------------------------|--------------|-----------------|------------------------------|------------------|
| 2023 | 102-500731 | Contracts for Prog SVC | 90072009 | \$31,880 | \$0 | \$31,880 |
| 2024 | 102-500731 | Contracts for Prog SVC | 90072009 | \$31,880 | \$0 | \$31,880 |
| 2025 | 102-500731 | Contracts for Prog SVC | 90080008 | \$0 | \$44,348 | \$44,348 |
| 2025 | 102-500731 | Contracts for Prog SVC | 90072009 | \$0 | \$31,880 | \$31,880 |
| 2026 | 102-500731 | Contracts for Prog SVC | 90072009 | \$0 | \$31,880 | \$31,880 |
| | | | Total | \$63,760 | \$108,108 | \$171,868 |

EXPLANATION

The purpose of this request is for the Contractor to continue to assist the Department with federal shortage designation in an effort to increase access to outpatient primary care services for underserved areas in the State.

The Contractor will continue assessing areas for federal shortage designation to identify areas with a shortage of primary care providers (physicians, dentists, psychiatrists, and certified nurse midwives). The Contractor will continue to identify workforce and health disparities and identify communities in New Hampshire that face barriers to accessing primary care, including rural, low income, uninsured and Medicaid and Medicare populations. Designation as a Health Professional Shortage Area enables eligibility for a number of federal and state programs, designed to recruit and retain providers in underserved areas. In addition, supplemental funding became available through the Bureau of Health Workforce, Division of Policy and Shortage Designation, State Primary Care Offices grant to also support data analysis of a new shortage designation status, Maternity Care Target Areas (MCTA's).

The Department will continue to monitor contracted services through:

- The annual updates made to the statewide primary care needs assessment.
- Shortage designations and re-designations.

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) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

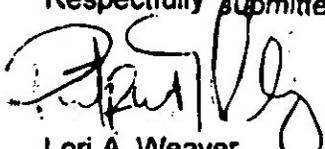
Should the Governor and Council not authorize this request, the Department may not have the ability to identify areas in New Hampshire experiencing a shortage of primary medical, psychiatric, maternity care, and/or dental care providers eligible for federal shortage designation and bring additional resources to these underserved areas of the state.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.130, FAIN U6811508.

In the event that Federal Funds are not available, additional General Funds will not be requested.

Respectfully Submitted,


Lori A. Weaver
Commissioner

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

This Amendment to the Health Workforce and Primary Care Access Data 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 #34), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$171,868
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This contract is funded by:
 - 1.1. 26% Federal Funds from State Primary Care Offices, as awarded on July 28, 2023 by US DHHS, Health Resources and Services Administration (HRSA), ALN 93.130, FAIN U6811508.
 - 1.2. 74% General Funds.
 - 1.3.. For the purposes of this Agreement the Department has identified:
 - 1.3..1 The Vendor as a Contractor, in accordance with 2 CFR 200.331.
 - 1.3.2 The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Modify Exhibit C, Payment Terms, Section 2, to read:
 2. 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, SFY 2023 Budget Sheet through Exhibit C-3, Budget, Amendment #1.
5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, 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

2/12/2024

Date

DocuSigned by:
Iain Watt

Name: Iain Watt
Title: Interim Director - DPHS

JSI Research & Training Institute, Inc.

2/9/2024

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

2/13/2024
Date

DocuSigned by:
Robyn Guarino
748734814021180
Name: Robyn Guarino
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3 Budget

| New Hampshire Department of Health and Human Services | | | |
|---|--|--|--|
| Contractor Name: JSI Research & Training Institute, Inc. | | | |
| Budget Request for: Health Workforce and Primary Care Access Data | | | |
| Budget Period: State Fiscal Years 2025 & 2026 | | | |
| Indirect Cost Rate (if applicable) 20.59% | | | |
| Line Item | Program Cost - Funded by DHHS - SFY 26 General Funds | Program Cost - Funded by DHHS - SFY 26 Federal Funds | Program Cost - Funded by DHHS - SFY 26 General Funds |
| 1. Salary & Wages | \$17,894 | \$25,307 | \$17,894 |
| 2. Fringe Benefits | \$8,399 | \$11,879 | \$8,399 |
| 3. Consultants | \$0 | \$0 | \$0 |
| 4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0 | \$0 | \$0 |
| 5.(a) Supplies - Educational | \$0 | \$0 | \$0 |
| 5.(b) Supplies - Lab | \$0 | \$0 | \$0 |
| | \$0 | \$0 | \$0 |
| 5.(c) Supplies - Pharmacy | | | |
| 5.(d) Supplies - Medical | \$0 | \$0 | \$0 |
| 6. - Travel | \$0 | \$0 | \$0 |
| 7. Software | \$0 | \$0 | \$0 |
| 8. (a) Other - Marketing/Communications | \$0 | \$0 | \$0 |
| 8. (b) Other - Education and Training | \$0 | \$0 | \$0 |
| 8. (c) Other - Other (specify below) | \$0 | \$0 | \$0 |
| Other (please specify) | \$0 | \$0 | \$0 |
| Other (please specify) | \$0 | \$0 | \$0 |
| Other (please specify) | \$0 | \$0 | \$0 |
| Other (please specify) | \$0 | \$0 | \$0 |
| Other (please specify) | \$0 | \$0 | \$0 |
| Other (please specify) | \$0 | \$0 | \$0 |
| Other (please specify) | \$0 | \$0 | \$0 |
| 9. Subrecipient Contracts | \$0 | \$0 | \$0 |
| Total Direct Costs | \$26,293 | \$37,186 | \$26,293 |
| Total Indirect Costs | \$5,587 | \$7,162 | \$5,587 |
| Subtotals | \$31,880 | \$44,348 | \$31,880 |
| | TOTAL: | | \$108,108 |

Project ID #

Contractor Initial: DS
LR
Date: 2/9/2024

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: 0006558250



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of January A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Antonia Powell, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 11, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Katherine Robert (may list more than one person)
(Name and Title of Contract Signatory)

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

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and 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: February 7, 2024

02/07/2024



Signature of Elected Officer
Name: Antonia Powell
Title: Assistant Clerk/Secretary

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.

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

September 30, 2022

ASSETS

Current assets:

| | | |
|------------------------------|----|-------------|
| Cash and cash equivalents | \$ | 114,171,804 |
| Receivables for program work | \$ | 52,415,169 |
| Field advances - program | \$ | 295,716 |
| Employee advances | \$ | 128,231 |
| Vendor advances | \$ | - |
| Inventory | \$ | 94,095,116 |
| Prepaid expenses | \$ | 8,241,061 |

Total current assets **269,347,097**

| | | |
|-----------------------------|----|-----------|
| Property and equipment, net | \$ | 2,450,128 |
| Loan receivable | \$ | 26,000 |
| Other Assets | \$ | 607,089 |

Total assets **272,430,314**

LIABILITIES AND NET ASSETS

Current liabilities:

| | | |
|---|----|-------------|
| Accounts payable and payroll withholdings | \$ | 71,581,186 |
| Accrued vacation | \$ | 2,581,182 |
| Advances for program work | \$ | 118,614,621 |
| Notes payable | \$ | - |
| Contingencies | \$ | - |

Total current liabilities **192,776,989**

Net assets:

| | | |
|----------------------------|----|-------------------|
| Without donor restrictions | \$ | 78,902,658 |
| With donor restrictions | \$ | 750,667 |
| Unrestricted | | |
| Total net assets | | 79,653,325 |

Total liabilities and net assets **\$ 272,430,314**

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENT OF ACTIVITIES

Year ended September 30, 2022

NET ASSETS WITHOUT DONOR RESTRICTIONS

| | |
|--|--------------------|
| Public support and revenue | |
| Public support: | |
| Global Fund | 519,919,583 |
| Government grants and contracts: | |
| U.S. Government | 216,420,899 |
| Commonwealth of Massachusetts | 9,420,591 |
| Other grants and contracts | 85,315,961 |
| Program income | 182,784 |
| Contributions | 2,492,119 |
| Net assets released from restriction | 1,165 |
| Gain on forgiveness of debt | - |
| In-kind project contributions | 2,031,763 |
| Other income | 1,600 |
| Interest income | 118,737 |
| | <hr/> |
| Total support and revenue | 835,905,202 |
| Expenses | |
| Program services: | |
| International programs | 750,754,663 |
| Domestic programs | 37,361,211 |
| | <hr/> |
| Total program services | 788,115,875 |
| Supporting services | |
| Management and general | 33,382,268 |
| Fundraising | 1,134,482 |
| | <hr/> |
| Total supporting services | 34,516,750 |
| Other Expenses | |
| Unallowable | 488,476 |
| | <hr/> |
| Total other expenses | 488,476 |
| | <hr/> |
| Total expenses | 823,121,100 |
| Increase in net assets without donor restrictions | 12,784,102 |
| Increase in net assets with donor restrictions | 202,250 |
| Increase (decrease) in net assets | 12,986,352 |
| Net assets at beginning of year | 66,666,972 |
| | <hr/> |
| Net assets at end of year | 79,653,324 |

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year ended September 30, 2022

| | Program services | | | Supporting services | | Total expenses |
|----------------------------------|------------------------|----------------------|-----------------------|------------------------|---------------------|-----------------------|
| | International programs | Domestic programs | Total | Management and general | Fundraising | 2022 |
| Commodities | 468,455,677 | - | 468,455,677 | - | - | 468,455,677 |
| Freight Costs | 53,466,245 | - | 53,466,245 | - | - | 53,466,245 |
| Salaries | 37,113,525 | 22,966,785 | 60,080,310 | 14,783,506 | 954,845 | 75,818,461 |
| Consultants | 16,584,797 | 6,627,483 | 23,212,280 | 2,610,360 | 24,303 | 25,846,943 |
| Cooperating national salaries | 38,225,002 | 192,783 | 38,417,785 | 432,068 | - | 38,849,852 |
| Travel | 18,922,317 | 630,242 | 19,552,559 | 333,691 | - | 19,886,250 |
| Allowance and training | 6,447,868 | 175,905 | 6,623,773 | 657,825 | 21,311 | 7,302,909 |
| Subgrants | 29,745,983 | 204,079 | 29,950,062 | 36,025 | 1,778 | 29,987,865 |
| Subcontracts | 47,175,365 | 4,208,684 | 51,384,050 | - | - | 51,384,050 |
| Equipment, material and supplies | 8,004,374 | 125,604 | 8,129,978 | 674,690 | 3,435 | 8,808,103 |
| Other costs | 22,222,640 | 2,228,806 | 24,451,446 | 13,185,895 | 129,010 | 37,766,351 |
| Information Technology | - | - | - | 318,141 | - | 318,141 |
| Non-Commodity | 871,175 | - | 871,175 | - | - | 871,175 |
| Quality Assurance | 6,623 | - | 6,623 | - | - | 6,623 |
| Incidence | - | - | - | - | - | - |
| Equipment over \$5K | 1,238,020 | - | 1,238,020 | - | - | 1,238,020 |
| VAT | 243,289 | 840 | 244,129 | - | - | 244,129 |
| In-kind project expenses | 2,031,763 | - | 2,031,763 | - | - | 2,031,763 |
| Depreciation | - | - | - | 350,066 | - | 350,066 |
| Total expense | \$ 750,754,663 | \$ 37,361,211 | \$ 788,115,875 | \$ 33,382,268 | \$ 1,134,482 | \$ 822,632,624 |

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENT OF CASH FLOWS

Year ended September 30, 2022

2022

Cash flows from operating activities:

| | |
|---|---------------|
| Increase (decrease) in net assets | \$ 12,986,352 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | |

| | |
|--|--------------|
| Gain on forgiveness of debt | - |
| Depreciation | 353,079 |
| Contributions restricted for long-term investment | (200,000) |
| (Increase) decrease in receivables for program work | (10,452,547) |
| (Increase) decrease in field advances - program | (129,016) |
| (Increase) decrease in vendor advances | - |
| (Increase) decrease in employee advances | (31,876) |
| (Increase) decrease in prepaid expenses | (5,884,756) |
| (Increase) decrease in other assets | (112,383) |
| (Increase) decrease in inventory | (8,643,634) |
| Increase (decrease) in accounts payable and payroll withholdings | (3,100,564) |
| Increase (decrease) in accrued vacation | 452,193 |
| Increase (decrease) in advances for program work | 32,425,605 |

| | |
|--|-------------------|
| Net cash provided (used) by operating activities | <u>17,662,453</u> |
|--|-------------------|

Cash flows from financing activities:

| | |
|---|---------|
| Contributions restricted for long-term investment | 200,000 |
| Proceeds from loan payable | - |

| | |
|--|----------------|
| Net cash provided (used) by financing activities | <u>200,000</u> |
|--|----------------|

Cash flows from investing activities:

| | |
|--|----------|
| Loans made | - |
| Loan advances | - |
| Loans repaid | - |
| Acquisition of property and equipment | (80,460) |
| Inherent contribution net of cash acquired | - |

| | |
|--|------------------|
| Net cash provided (used) by investing activities | <u>(106,460)</u> |
|--|------------------|

| | |
|--|------------|
| Net increase (decrease) in cash and cash equivalents | 17,755,993 |
|--|------------|

| | |
|--|-------------------|
| Cash and cash equivalents at beginning of year | <u>96,415,811</u> |
|--|-------------------|

| | |
|--|---------------------------|
| Cash and cash equivalents at end of year | <u><u>114,171,804</u></u> |
|--|---------------------------|

**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

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Boston, MA 02109

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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 | <u>97,932</u> |

| | |
|---------------------------|-------------|
| Total support and revenue | 655,043,632 |
|---------------------------|-------------|

Expenses:

Program services:

| | |
|------------------------|-------------------|
| International programs | 580,625,338 |
| Domestic programs | <u>29,137,111</u> |

| | |
|------------------------|-------------|
| Total program services | 609,762,449 |
|------------------------|-------------|

Supporting services:

| | |
|------------------------|------------------|
| Management and general | 34,127,773 |
| Fundraising | <u>1,080,428</u> |

| | |
|---------------------------|------------|
| Total supporting services | 35,208,201 |
|---------------------------|------------|

Other expenses:

| | |
|-------------------|----------------|
| Unallowable costs | <u>345,188</u> |
|-------------------|----------------|

| | |
|----------------|-------------|
| Total expenses | 645,315,838 |
|----------------|-------------|

| | |
|---|-----------|
| Change in net assets without donor restrictions | 9,727,794 |
|---|-----------|

NET ASSETS WITH DONOR RESTRICTIONS

| | |
|--|----------------|
| Contributions, net of net asset releases of \$78,524 | <u>229,766</u> |
|--|----------------|

| | |
|------------------------------|-----------|
| CHANGES IN NET ASSETS | 9,957,560 |
|------------------------------|-----------|

| | |
|---------------------------------|-------------------|
| Net assets at beginning of year | <u>56,709,411</u> |
|---------------------------------|-------------------|

| | |
|---------------------------|-----------------------------|
| Net assets at end of year | <u><u>\$ 66,666,971</u></u> |
|---------------------------|-----------------------------|

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.) | \$ 1,564,751 |
| | <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 | <u>166,036</u> |
| | <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-QAA-A-11-00031 | 98.001 | (14,812) | (14,812) | |
| Advancing Partners | AID-QAA-A-12-00047 | 98.001 | (96,215) | (70,506) | |
| Live Learn & Play | AID-QAA-L-12-00003 | 98.001 | (2,210) | - | |
| PAKISTAN HSSP | AID-391-A-13-00002 | 98.001 | 4,865 | - | |
| AIDFree | AID-QAA-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-QAA-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 | 1,000,180 | |
| 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 Internatl | EpiC VMMC | CA#7200AA19CA00002 | 98.001 | 690,332 | - |
| Family Health Internatl | 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 | PrSCM Clients | N/A | 98.001 | 794,388 | - |
| Palladium International | Data FI | 7200AA19CA00004 | 98.001 | 1,806,776 | - |
| Palladium International | IAPHL HP+Grant | AID-QAA-A-15-00051 | 98.001 | 32,686 | - |
| Palladium International | HP+ IAPHL II | AID-QAA-A-15-00051 | 98.001 | 242,852 | 18,800 |
| Pathfinder International | Ethiopia TRANSFORM | AID683A1700002 | 98.001 | 4,910,626 | - |
| The Trustees of TUFTS Col | STOP Spillover | 7200AA20CA00032 | 98.001 | 922,468 | - |
| | Total Pass-through Grants- USAID | | 14,266,967 | 18,800 | |
| 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 | 220,000 |
| 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 | 89,500 |
| 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 | 15,000 |
| HRSA | Planning CHATT | U69HA39085 | 93.145 | 90,598 | 43,415 |
| HRSA | Planning CHATT | U69HA39085-01 | 93.145 | 379,558 | 9,785 |
| | | | | 1,226,217 | 157,700 |
| Family Planning Personnel Training - | | | | | |
| FPNTC-SDI | | FPTPA006028-03 | 93.260 | 2,326 | - |
| Tide X-NTC | | FPTPA006030 | 93.260 | 2,857,035 | 44,000 |
| | | | | 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 | UHSHA30789 | 93.266 | 192,142 | - | |
| HRSA RRHO | UHSHA30789-03 | 93.266 | (489) | - | |
| HRSA RRHO | UHSHA30789-04 | 93.266 | 578,503 | - | |
| | | | <u>770,156</u> | <u>-</u> | |
| Teenage Pregnancy Prevention Program | | | | | |
| DHHS | TPP-NTC | 1 TPSAH000006-01-00 | 93.297 | 1,302,643 | - |
| DHHS | TPP-NTC | TPSAH000006-02-00 | 93.297 | 4,035 | - |
| | | | <u>1,306,678</u> | <u>-</u> | |
| 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 | U69HA30143-05 | 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 | 359,021 | |
| SSC for PWH and OUD | U90HA33190-03 | 93.928 | 105,015 | 20,482 | |
| | | | <u>2,209,259</u> | <u>379,503</u> | |
| Total Direct Grants- Department of Health and Human Services | | | <u>10,920,505</u> | <u>831,703</u> | |
| 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 | 40,520 |
| | | | <u>133,455</u> | <u>40,520</u> | |
| Technical and Non-Financial Assistance to Health Centers: | | | | | |
| HRSA | HITEQ | U30CS29366 | 93.129 | 80,258 | 149,133 |
| HRSA | HITEQ | U30CS29366-06 | 93.129 | 651,262 | 30,815 |
| HRSA | HITEQ | U30CS29366 | 93.129 | 83,218 | - |
| HRSA | HRSA HITEQ ARP | U3FCS41776 | 93.129 | 13,950 | 3,906 |
| 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 | 863 | - |
| | | | <u>809,942</u> | <u>183,854</u> | |
| 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 | 4,966 | - |
| | | | <u>77,482</u> | <u>-</u> | |
| 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 | - |
| | | | <u>143,042</u> | <u>-</u> | |
| 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 | 184,207 | - |
| | | | <u>203,195</u> | <u>-</u> | |
| Family Planning Services: | | | | | |
| MA Dept. of Public Health | MDPH FP Data Sys | 1 FPHPA006425-01-00 | 93.217 | 48,569 | 45,445 |
| NH DHHS | NH FP Data System FY18 | 05-95-90-902010-5530 | 93.217 | 3,642 | 2,825 |
| 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 | - |
| | | | <u>401,685</u> | <u>48,070</u> | |
| Grants to States to Support Oral Health Workforce Activities - | | | | | |
| NH DHHS | Oral Health Promo | 05-95-90-902010-45270000 | 93.236 | 194,546 | 70,800 |
| NH DHHS | PHPS FY21 | Agreement@7.09.20 | 93.236 | 29,874 | - |
| | | | <u>224,420</u> | <u>70,800</u> | |
| 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@10/1/18 | 93,243 | 47,104 |
| University of NH | SYT TA- UNH Subaward | 1H79TI080192-01 | 93,243 | 9,121 |
| RI Dept of Bev Hlthc 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 | MIS 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 | 93,276 | 8,293 |
| East Boston Neighborhood | E Boston Vape & MJ Prev 1 | Agreement@8.4.20 | 93,276 | 15,339 |
| | | | | 21,632 |
| Child Development and, Surveillance, Research and Prevention - | | | | |
| Aroostook County Action | MEJVN | Agreement@7.23.18 | 93,312 | 18,071 |
| Epidemiology and Laboratory Capacity for Infectious Diseases (ELC): | | | | |
| MA Dept. of Public Health | MDPH HAI FY20 | 500824 | 93,323 | 152,410 |
| MA Dept. of Public Health | MA DPH Covid Dash Support | PRF61 | 93,323 | 125,896 |
| 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 |
| 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 | 93,366 | 66,622 |
| 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 NUS8DP006545-04 | 93,426 | 90,227 |
| | | | | 609,705 |
| Every Student Succeeds Act/Preschool Development Grants | | | | |
| School Administrative Uni | 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 Hlthor Dev | RI WFD SOR FY20 | N/A | 93.788 | (1,866) | - |
| | | | | 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 | CAJ 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 | 46,926 | - |
| 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 | 33,836 | - |
| 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 - TAME Eval Proj | N/A | 93.928 | 30,419 | 24,965 |
| Native Hawaiian Health Care Systems | | | | | |
| University of NH | Building Futures Together | T26HP39482 | 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 | 11,860 |
| NH DHHS | SORH Chronic Conditions | Agreement@4.5.21 | 93.945 | 5,775 | - |
| | | | | 31,194 | 11,860 |
| 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 Rate&e | 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 | 656,250 | 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 | 56,787 |
| 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> | <u>-</u> |
| Total Pass-through Grants- Department of Health and Human Services | | | <u>9,708,271</u> | <u>1,525,098</u> |
| U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - Total | | | <u>20,628,776</u> | <u>2,368,801</u> |
| 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> | <u>28,330</u> |
| | | | | <u>2,505</u> |
| | | | | <u>30,835</u> |
| ENVIRONMENTAL PROTECTION AGENCY - Total | | | <u>85,870</u> | <u>30,835</u> |
| 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>-</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>16,080</u> |
| | | | | <u>16,080</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>-</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>(83,416)</u> |
| | | | | <u>(83,416)</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> | <u>-</u> |
| Total Expenditures of Federal Awards | | | <u>\$ 119,630,250</u> | <u>\$ 23,221,830</u> |

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. |



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**JSI RESEARCH & TRAINING INSTITUTE, INC.
RESOLUTION IN WRITING OF THE BOARD OF DIRECTORS**

Sandro Galea, MD, MPH, DrPH

Board Chair

Dean and Robert A. Knox Professor

Topsy Kola-Oyeneyin,

Board Member

Partner at McKinsey & Company

Alina Rocha Menocal

Board Member

Principal Research Fellow, Politics and Governance

Nneka Mobisson

Board Member

Co-founder and CEO of mymdoc and Faculty Advisor at IHI

Mike Useem, M.A., Ph.D.

Board Member

William and Jacalyn Egan Professor of Management

Abdourahmane Diallo, MD, MPH

Board Member

World Health Organization Representative, Kenya

Hafiz Adamjee, M.S.

Board Member (ex officio WEI Board Chair)

Retired, former executive at Novartis

Margaret Crotty

Board Member (ex officio JSI CEO)

President/CEO

DIANE LEWIS

EDUCATION

KEENE STATE COLLEGE, KEENE, NEW HAMPSHIRE

Bachelor of Science, Occupational Safety, Minor in Management, Cum Laude, 1996

EXPERIENCE

JSI, Bow, New Hampshire

Consultant, January 2000 to present

Diane is highly experienced in working with community health centers, workforce assessments, survey research and methods, and data analysis. She has been responsible for technical assistance, training, project direction, and data analysis and management in many of JSI's largest information-oriented projects, including both technical and organizational aspects of the work. She is a skilled user of analytic tools including spreadsheets, databases, statistical packages, and ArcGIS mapping software. She is also trained in the development of federal shortage designations and survey research techniques, and provides guidance to government agencies and health care organizations. *Selected projects:*

Health Resources and Services Administration (HRSA), Bureau of Primary Health Care (BPHC), Uniform Data System (UDS)

Project Director, Trainer, Reviewer, and Technical Assistance Visit Consultant for a major initiative to collect Uniform Data System (UDS) information from all BPHC Section 330-funded awardees, look-alikes, and Bureau of Health Workforce programs across the country (over 1,500). Develop training and reference materials and train health centers across the U.S. on the reporting requirements, use of tools, and resources available. Review of over 50 health center reports from various states/territories (Arizona, New Hampshire, Texas and Puerto Rico). Provide technical assistance with data reporting, virtually and in-person. Oversee ongoing operational aspects of the UDS collection cycle. Monitor progress of key deliverables as well as coordination with contractors and BPHC staff around structural and contextual tasks relating to the UDS. Develop extensive analysis and comprehensive reports that provide feedback, trends, and reference for BPHC staff on data submitted, reporting instruction, and regarding emerging and evolving data needs. Successful completion of federal background investigation and security clearance, as required under contract.

Hawaii State Department of Health, Office of Primary Care and Rural Health, Workforce/Provider Trainings
Project Director and Trainer for a series of three contracts aimed to train and provide technical assistance to HI DOH staff on the processes involved in acquiring and analyzing claims, provider, and demographic data, training on the rules, data evaluation, and preparing federal shortage designation applications, and how to assess service areas for statewide capacity and area planning.

Maine Department of Health and Human Services, Rural Health Primary Care Office (PCO), Workforce/Provider Capacity

Project Director and Analyst for the state of Maine's workforce shortage process. Provide ongoing support and training to the agency on the shortage designation process and online SDMS application system. Procure, clean, link, and analyze data relevant to assess workforce capacity, including visit claims, provider licensure and survey data, population demographics, tourism, and health disparity data. Analyzed data using linked GIS, Microsoft Access, and Excel databases to assess areas of workforce shortages and statewide service areas. Field and analyze statewide provider capacity surveys using Alchemer (physicians, psychiatrists, and dentists). Assess service areas for statewide capacity and area planning.

Massachusetts Department of Public Health, Primary Care Office (PCO), Workforce/Provider Capacity

Project Director and Analyst for the HPSA designation process for the state of Massachusetts. Evaluate and develop service areas using American Community Survey (ACS) population data, provider licensure lists, and Medicaid claims data. Conduct local capacity assessments and use of SDMS for federal designation applications. Provide training and support to agency staff on the designation process. Perform feasibility analysis to identify new dental, mental health, and primary care HPSA and MUA/P potential. Provide data in support of needs assessment activities.

New Hampshire Department of Health and Human Services, Rural Health and Primary Care Section (PCO), Workforce/Provider Capacity

Project Director and Analyst for the healthcare workforce shortage designation process developed to support communities with the greatest unmet health care needs, disparities, health workforce shortages, and other health care access barriers in New Hampshire. Identify areas meeting the federal criteria for health professional shortage area



(HPSA) and medically underserved area/population (MUA/P). Assess service areas statewide using geographic information systems (GIS) mapping, patient origin, U.S. Census, providers, claims, and other integrated data sources. Develop shortage designation applications using federal requirements, assess provider capacity by connecting with area experts and surveying providers, and utilize the online federal Shortage Designation Management System (SDMS) for all aspects of designations. Develop and validate the health care workforce statewide using online survey tool, Qualtrics. Evaluate provider capacity statewide of physicians, physician assistants, nurse practitioners, substance use disorder experts, mental health providers, and dentists.

Rhode Island Department of Health, Office of Primary Care and Rural Health, Workforce/Provider Capacity
Project Director and Analyst for the HPSA analysis and designation project for the state of Rhode Island. Process and submit shortage designation applications, including development of service areas through the SDMS that meet the Bureau of Health Workforce requirements for designations. Provide ongoing support and training to the agency on the shortage designation process. Assess service areas for statewide capacity and area planning.

Wyoming Department of Health, Public Health Division (PCO), Workforce/Provider Capacity
Project Director and Analyst for the HPSA analysis and designation project for the state of Wyoming. Process and submit new and renewal shortage designation applications, including development of service areas through the SDMS that meet the Bureau of Health Workforce requirements for designations. Develop and analyze results of web-based statewide surveys using Alchemer of physicians, mental health providers, and dental providers. Develop standard operating procedures and trainings for project staff regarding designations and provider management.

HRSA, BPHC, Health Center Workforce Survey

Health Center Workforce Liaison Lead for a workforce well-being and satisfaction survey administered to all staff working at health centers funded by the BPHC. Recruited, trained, and led a team of 50 expert liaisons responsible for collaborating with health center leadership, providing strategies and encouragement for staff participation.

HRSA, National Center for Health Workforce Analysis

Data Analyst for an initiative to estimate the impact of the expansion of health insurance coverage on primary care practitioner shortages through 2020. Assessed provider capacity, including management and integration of the workforce licensure and national physician identifier databases (Physicians, PA, NP, and CNMs), reviewed the Clinician Supply Model (CSM) to obtain and apply baseline and growth projections, and applied discount factors based on validated local supply data. Analysis supported development of primary care provider supply modeling and local supply estimates.

HRSA, Bureau of Health Professions, Shortage Designation Branch

Data Analyst for a major initiative to revise and consolidate the rules by which federal shortage area designations are evaluated (including Health Professional Shortage Areas (HPSAs), Medically Underserved Areas (MUAs), and Medically Underserved Populations (MUPs)). Conduct extensive analysis of U.S. census and provider level data, both in support of factors considered for inclusion in the rules, and for evaluating their likely impact on the national safety net. Reviewed, documented, and determined provider capacity, based on national licensure lists and a national provider identifier (NPI) downloadable file, used for review of provider-to-population ratios. This analysis used comprehensive database and GIS mapping tools to evaluate shortage areas, target populations, and provider capacity nationally.

HRSA, Division of Services for Children with Special Health Needs

Data Analyst for an effort to review performance measures against the experience and capabilities of grantees and that proposed a set of performance measures for the Division. Reviewed measures that reflect grantee capabilities, aligning with measures from existing initiatives to minimize burden. Identified measures of sufficient breadth and depth to enable the Division to evaluate success in achieving program goals (e.g., indicators of a comprehensive statewide system of services for Children and Youth with Special Health Care Needs (CYSHCN)). Created a series of data collection forms for proposed measures that provide an annual state level status on activities performed to strengthen the system of services for CYSHCN. Interviewed grantees on the feasibility of collecting and reporting of the proposed measures. Reported the measures, recommendations, and the current data and evaluation capabilities of the grantees to the division.

HRSA, Healthcare Quality Council (HcQC)

Site Coordinator for a study to test the feasibility of implementing HRSA's Core Clinical Measures. Assisted in selection and recruitment of grantees, with the development of the feasibility study design and orientation/training materials. Provided technical assistance to grantees in the feasibility study. Analyzed data and provided results of grantees studied.

Maine Quality Counts

Provider Data Analyst for an initiative to improve population health outcomes for patients with hypertension and diabetes. As a data analyst, supported the implementation of quality improvement (QI) processes by gathering data, processing and developing a database used by Maine Quality Counts staff for continued inventory and ongoing maintenance of the of primary care practices available throughout Maine. The database was created to reflect the practices readiness and current participation in various QI initiatives.

COMPUTER SKILLS

Proficient in Microsoft Office, ArcGIS Desktop, and online survey instruments (Alchemer, SurveyMonkey, Qualtrics)

TRAINING | PRESENTATION SKILLS

- ♦ Bureau of Primary Health Care (BPHC) Uniform Data System (UDS) trainings; throughout the United States, including U.S. territories, *annually*
- ♦ Best Practices: Methods for Provider Data Collection; Primary Care Office Annual Meeting with Bureau of Health Workforce; Rockville, Maryland, *August 3, 2016*
- ♦ Analyzing your Service Area Using GIS: UDS Grantee Service Area Data; National Harbor, Maryland, *June 23, 2008*

ERIC TURER

EDUCATION

UNION COLLEGE, SCHENECTADY, NEW YORK
M.B.A., Health Care Administration, 1989
B.S., Biology, 1989 (Five-year combined degree)

EXPERIENCE

JSI/Community Health Institute, Bow, New Hampshire
Senior Consultant, June 1994 to present

Mr. Turer is an experienced project director, a skilled analyst, and an expert in issues pertaining to access to care for underserved populations, including rural health care delivery systems, community health centers, integrated delivery systems, and provider workforce adequacy. He has worked at all levels of the medical care system, with a particular focus on safety net providers and primary care access. His clients range from the key federal and state agencies responsible for medical access nationally, to individual providers and community organizations in underserved areas throughout the country. His projects cover a wide variety of services including policy development and impact analysis, community-based planning, health care needs assessment, program evaluation, operational improvement, and health services research. He possesses a strong mix of quantitative skills, including database analysis and design, statistical analysis, data visualization, GIS (mapping), survey research, and pro-forma modeling, complimented by extensive experience using qualitative data collection methods. A sample of his key projects includes:

NH Department of Health and Human Services, Office of Rural Health & Primary Care; Concord, NH
(1999 to present— various contracts)

Technical Advisor for a long running series of contracts to support functions of the NH Primary Care Office providing technical assistance on a wide variety of shortage designation and workforce analysis and data management needs. His team is responsible for evaluating and processing all New Hampshire applications for federal provider shortage designations, which includes gathering and analyzing all provider data in the state. Mr. Turer worked to implement the first statewide survey of physicians, which has since grown to support the development and analysis of ongoing electronic provider licensing surveys for a wide range of provider disciplines. Mr. Turer's efforts also include directing the analysis of the state's All Payer claims data base (CHIS) for capacity analysis. This has several components, including assessing provider service and Medicaid capacity for primary care, mental health and dental providers, as well as integrating all sources of provider data into the federal Shortage Designation Management System (SDMS). The data is also used to produce a unique set of Origin-Destination maps and data, showing where residents of each zip code travel for different types of primary care, the average drive time to care, the fractional drive times of visits that exceed the federal standard goal, and the utilization rates of covered populations. This data has now been integrated into a GIS based project that incorporates a range of other data sets and is being used to plan the new Statewide Rational Service Areas (SRSA) in collaboration with PCO staff. The system allows scenario testing and provides pre-calculated designation results for proposed areas and saving the defined boundaries. Finally, Mr. Turer also served the lead analyst and author of the NH Rural Health Analysis; a comprehensive study of available state data designed to highlight and quantify rural health disparities in the state. He recently revised and converted into a series of Tableau dashboards.

Maine Department of Health and Human Services, Augusta ME
(November 2017 – present)

Technical Advisor for a statewide primary care workforce data management and analysis, including all shortage designation related functions and a broader assessment of access. JSI developed a GIS-linked tool to analyze primary care workforce and access for communities across the state of Maine across the medical, dental, and mental health disciplines. In addition to processing HPSA designations, the underlying data is also used to conduct more detailed and in-depth analysis combining demographic and health data on the population, combined with provider licensure and survey data, and an analysis of claims from the state's All Payer claims database. The claims analysis has allowed JSI to directly map the patient flow and travel times at the zip code level, for populations of different life cycles and insurance coverage at the zip code level, using an Origin-Destination analysis process and assessment of utilization rates. This method was presented to PCO's nationally as an approach to developing statewide rational service for shortage designation, and is not being used to develop the state's SRSA plan using a newly created GIS tool to integrate the data, examine the results of different definition options, and record the area boundaries for submission.

MA Department of Public Health; Primary Care Office; Boston, MA*(2012 to present – various contracts)*

Technical Advisor for a statewide effort to support the MA Primary Care Office in evaluating, obtaining, and maintaining primary care access designations (HPSA & MUA/P). In addition to gathering and organizing provider licensure data, Mr. Turer worked directly with the state Medicaid office to obtain primary care, dental, and psychiatry claims, and integrated the results with the CMS National Provider Identifier (NPI) file to upload capacity into SDMS and to create a GIS-based project to rapidly assess designation potential. This data was also used to create Origin-Destination analyses of Medicaid access and is being used to assess designation configurations. Mr. Turer is working to obtain the state APCD data to be used in developing the SRSA plan.

Rhode Island Department of Public Health; Primary Care Office; Providence, RI*(July 2015 to Sept 2018 – various contracts)*

Technical Advisor for a needs assessment and capacity development project to assist the state Primary Care Office to effectively conduct shortage and underservice designations. JSI conducted a comprehensive needs and resource assessment of the various areas of the RI Department of Health with relevance to the designation process. The project then involved developing and implementing a plan to integrate the various state data resources available, including licensing lists, Medicaid claims data, and the results of a series of statewide provider surveys. Another goal of the project was to develop staff skills to optimize the state's ability to obtain and renew designations and identify gaps in access. This included informing DOH staff of the processes used to conduct the analyses as they were ongoing, and also an on-site training on the designation process and data management protocols used. JSI has now obtained the state All Payer Claims Database and will be developing the base for the SRSA development process to be undertaken.

Wyoming Department of Health, Primary Care Office and Office of Rural Health, Cheyenne WY*(June 2016 – present)*

Technical Advisor for a comprehensive contract supporting the WY Primary Care Office in developing data and systems assess and enhance access to care in the state, and to develop and maintain federal shortage designations, including Health Professional Shortage Areas (HPSAs) and Medically Underserved Areas/Populations (MUA/Ps). The covers the three primary care disciplines of Medical, Dental, and Mental/Behavioral health care. The project involves analysis and integration of provider workforce data, Medicaid claims data, and underlying demographics of the population. As part of this work, JSI has surveyed all Mental/Behavioral Health providers in the state and quantified their current capacity, the nature/setting of their practice, and acceptance of Medicaid and Sliding Fee payment. JSI has also used the Medicaid claims data to conduct Origin-Destination analyses of mental health visits from each zip code to determine the average drive time to services and the patterns of where care is received. The data is integrated into a comprehensive GIS mapping project that brings the various data sources together and permits rapid analysis of the designation potential of areas of the state, as well as showing the care seeking patterns gleaned from claims. JSI is currently applying for access to similar Medicare data to use for comparison to the Medicaid claims patterns.

Bureau of Health Workforce (BHW); Washington, D.C.*(Oct. 2008 to March 2015, various contracts)*

Project Director and Lead Analyst for a key HRSA regulatory initiative to revise the rules by which federal provider shortage and medical underservice designations are evaluated (including HPSAs, MUAs, & MUPs). In the decades since they were created, these designations have become the foundation upon which nearly every component of the federal health care safety net system now rests to some degree. Under a series of separately awarded contracts, Mr. Turer and his team worked closely with a mandated "Negotiated Rulemaking Committee" of national stakeholders, and with the leaders of HRSA and its key Bureaus, to explore a wide range of policy options and to produce detailed impact models of different proposed approaches to revised designation methods. Mr. Turer had the lead role in working with the committee, presenting summaries to frame the issues under consideration, and leading the extensive analysis in support of the factors being considered for inclusion and approaches to scoring and combining them, setting thresholds, and ultimately for evaluating the likely impact of the changes adopted on the nation overall, and on the existing safety net infrastructure. The project also involved development of regulatory language and plans to assist states with the roll-out when new rules are published. This involved analyzing and integrating a wide variety of workforce, demographic, health, and capacity data into a flexible GIS-linked platform capable of rapidly responding to changing requests. As low income access is a key component, JSI also worked with CMS to define and obtain claims-based data by provider, and used this to estimate access and provider capacity for this population. The models developed showed the detailed impact on communities, providers, and current resource recipients nationally and at the local level. Outputs included custom impact analysis reports and a web-based interactive GIS mapping interface to explore results. Under Mr. Turer's direction, JSI subsequently worked to support internal governmental review of the updated regulations, and to develop plans for the roll out of the new rules with Primary Care Offices and other stakeholders in anticipation of when the rule is published and implemented nationally.

Bureau of Health Workforce (BHW); Washington, D.C.*(Sept. 2020 to present)*

Project Director and Lead Analyst for a policy analysis project intended to explore the impact of alternative methods for prioritizing need and ranking applicants for the Nurse Corps Loan Repayment Program (NCLRP), which incentivizes nurses and advance-practice nurses to serve in designated Health Professional Shortage Areas in return for payments equated to the providers' outstanding clinical education loans. The program is unique in that it looks not only at the level of need among communities, but also at the financial need of the applicants, as part of the scoring process. The project involved a series of analyses to model the impact of alternative need prioritization approaches on 4 years of past applicant data within the funding limits of the program's components in those years. The analyses demonstrated that alternative approaches to scoring applicants could improve a range of parameters for program performance, including the volume of providers given awards (and therefore communities accommodated), the geographic distribution and portion of rural placements, changes to the balance of facility types for placements, the balance between different disciplines within placement categories, and the level of need in the placement communities as measured by the HPSA score.

NH Center For Excellence – Bureau of Drug and Alcohol Services; Concord, N.H.*(Sept. 2018 to present)*

The NH Center for Excellence provides technical assistance, disseminates data and information, and promotes knowledge transfer to support the effectiveness of communities, practitioners, policymakers, and other stakeholders working to reduce alcohol and other drug misuse and related consequences in New Hampshire. Mr. Turer joined the team to provide assistance with data and financial analysis when the state formally incorporated a cost effectiveness component in the scope of the project when it was renewed. Mr. Turer has the lead role of extracting and analyzing the WITS data, describing all admissions, discharges, and services related to episodes of treatment in the state and developing metrics of benefit to be used in the analysis.

District of Columbia Department of Health, Washington DC*(June 2016 to August 2017, Follow-on contract to present)*

Lead analyst for a broad reaching project to develop both a Health Systems Plan (HSP) and a Primary Care Needs Assessment (PCNA) for the District of Columbia. The HSP serves as a guide for the development of a comprehensive, accessible, and equitable health care system that provides high quality, cost effective care for DC residents and supports the administration of regulations regarding the provision of uncompensated care to underserved populations. The PCNA is an in-depth analysis of primary care access, adequacy, and distribution within the District, aimed at exploring and addressing persistent disparities in health care outcomes for residents of different parts of the city and the underlying social determinants that correlate with them. The assessment involved collecting and analyzing both quantitative and qualitative data to conduct an assessment of community need, health status, barriers to care, perceived services gaps, and service utilization. The quantitative analytic components involved integrating a wide range of data sources into a comprehensive, GIS linked analytic framework. This included analysis of hospital and ED discharge data sets, Medicaid claims data, provider licensure files, and a wide range of data sets describing health status, risk factors, and underlying socioeconomic and demographic information. Under a follow on contract, JSI further explored the large portion of the Medicaid population that did not appear to be connecting with the primary care system using more detailed claims information, to determine who they are and what other services they may be utilizing.

Bureau of Primary Health Care / Association of Clinicians for the Underserved; Washington DC*(July 2014 to present)*

JSI is working with the Association of Clinicians for the Underserved (ACU) to implement and manage a national cooperative agreement from HRSA to develop a primary care provider recruitment and retention training and technical assistance center, known as STAR² (www.chcworkforce.org), for providers in underserved communities, with a particular focus on community health centers. JSI was responsible for creating health center and community profiles; developing a workforce self-assessment tool; customizing and implementing TA tracking database, revising or developing recruitment & retention toolkits, and conducting trainings. Mr. Turer serves several roles in the project. He had primary responsibility for developing the health center / community profiles, which combine data from a wide variety of sources to create a customized assessment of potential recruitment & retention related issues for each of over 1,400 health centers nationally, based on evaluation of dozens of parameters about each organization and the areas it serves. This data was also summarized to develop state-level recruitment and retention profiles, and a national analysis of the issues identified among sub-sets of health centers to establish a baseline and monitoring data system for the many parameters that impact workforce. In 2019, Mr. Turer converted these static profile reports into dynamic Tableau dashboards to expand the flexibility and utility of the results to the health centers and PCAs. He was also part of the team that developed the tracking system for technical assistance requests coming into the center contributes to the content of materials developed for the TAC.

Bureau of Primary Health Care; Washington, D.C.*(2000 to present – various contracts)*

Project Director for the nationwide collection 'Uniform Data System' (UDS) data from all BPHC affiliated grantees

across the country from 2000-2004; Senior UDS Analyst from 2004 to present. Directed the transition of the UDS to a software based system. Integrally involved in the design of systems for collection, processing, editing, and reporting of the UDS data, as well as the design of the nationwide UDS training program. Mr. Turer also developed the UDS Comparison Report which used the data collected to provide benchmarking and performance improvement statistics back to the reporting centers. Mr. Turer was responsible for the development of the FQHC Service Area/Overlap (SAO) Analysis, including developing grantee reporting specifications, designing the data analysis, and development of a GIS driven mapping tool to allow BPHC staff to analyze the impact of the program nationwide, as well as to study unmet need and the impact of BPHC resources at a detailed geographic level. These results have been made available publicly through the web-based UDS Mapper, and JSI is frequently asked to run analyses in support grant reviews and resource allocation decisions by BPHC senior staff. He designed and implemented the update of the Service Area Analysis to include a breakdown by insurance, in order to permit analysis of the impact of the Affordable Care Act on health center utilization and access nationally, and within each health center's local service area. Mr. Turer is also responsible for similar analytic work for the UDS reported by the FQHC Look-Alike program and, in the past, for the Urban Indian Health program and the National Health Service Corps when those programs collected similar data.

Bureau of Health Professions / National Center for Health Workforce Analysis; Washington, D.C.

(Sept. 2012 to August 2013)

Project Director for a HRSA initiative to develop a detailed nationwide community-level estimate of the impact of the expansion of health insurance coverage under the Affordable Care Act, in terms of increased demand for primary care services and provider workforce adequacy. The project produced detailed geographic and demographic estimates of the increase in primary care demand resulting from ACA related coverage gains, compared to 'baseline' community level demand in the absence of the ACA in the years from 2014 to 2020. Baseline and incremental ACA related demand were then compared to the existing and projected supply of primary care providers to examine potential provider surpluses/deficits and the relationship of these to the ACA insurance expansion. These estimates were made nationally within key areas of interest to the agency, such as existing HPSA and MUA/MUP designation areas, Health Center service areas, and a nationwide definition of Primary Care Service Areas (PCSAs) covering all communities. The project was a partnership between JSI and the Urban Institute in which they modeled the population transitioning from uninsurance to various forms of coverage in each year following ACA implementation based on an updated version of their highly regarded Health Insurance Policy Simulation Model (HIPSM). JSI then developed and applied estimates of the resulting changes in demand for primary care services, based on analysis of the Medical Expenditure Panel Survey, and applied small area estimation methods to examine discrete service areas nationally. The results of the project were summarized in an extensive report which highlights the overall impact of the ACA on primary care supply and demand, and also documented the differential impact that expanded coverage will have in areas already designated as having provider shortages or issues of medical underservice.

Center for Health Workforce Studies, Albany, NY

(May 2017 – August 2017)

Conducted a series of recorded national webinars on topics related to primary care provider data management and the use of Medicaid and All Payer claims in assessing capacity and identifying shortage areas. The webinars were conducted live and also recorded and posted as resources on the Center's Technical Assistance site. Titles included, AN INTRODUCTION TO ACCESSING, UNDERSTANDING, AND USING MEDICAID DATA FOR HPSA ANALYSIS, USING MEDICAID CLAIMS DATA TO CALCULATE CAPACITY FOR FEDERALLY DESIGNATED SHORTAGE AREAS: PARTS 1&2, and PREPARING AN SDMS STATEWIDE PROVIDER DATA UPLOAD: 2 COMPREHENSIVE APPROACHES. See <http://www.healthworkforceta.org/resources/webinars/>

Nevada State Primary Care Office, Carson City NV

(July 2016 – September 2016)

The development of a revised Shortage Designation Management System (SDMS) by the Bureau of Health Workforce placed a considerable degree of new technical requirements on state primary care offices to manage and integrate health workforce data from a variety of disparate sources. Nevada, on behalf of all PCO's in HRSA Regions IX and X, contracted with Mr. Turer to develop and conduct a multi-day training and hands-on workshop for PCO staff from the included states, to discuss the potential utility of various sources of provider data and how they can be leveraged for the purposes of shortage designation and primary care access analysis more broadly. The in-person training was followed by a hands-on workshop showing how to associate and process provider data using various techniques, and then how to analyze it and produce files that can be uploaded into the SDMS system to meet the new requirements.

New England Rural Health Roundtable; Starksboro, VT

(March 2014 to Oct. 2015) (prior version 2006-2007)

Project Director for a wide-ranging analysis of health and health related data for the 6-state New England region to identify and quantify disparities between rural and metro areas of the region, and also to examine differences between communities with differing levels of remoteness within the rural areas. A wide range of over 260 socio-economic,

demographic, and health status, outcomes, and behavioral health measures were collected for the region. The data elements were aggregated according to a uniquely developed RUCA-based rural definition tailored to reflect the rural nature of New England, and established in collaboration with the directors of each state's Office of Rural Health. This project is partially an update and enhancement to a similar report produced by JSI for the NERHRT in 2007. As such, the results also include trends from the prior report, and comparisons to national data were also added. The results were formatted for print publication and presented at the fall Symposium in October 2014 and have been used as the basis of policy, advocacy, and planning efforts.

Bureau of Primary Health Care; Washington, D.C.;

(Sept. 2019 to present)

Staff burnout has been identified as a major issue for the Health Center program by the BPHC, even before the COVID pandemic. JSI was contracted to develop a job satisfaction/well-being survey, and design survey implementation methods, for a survey to be administered to all employees at all federally funded health centers nationwide. The survey development was an 18 month effort which included convening a technical advisory panel of national experts, conducting an extensive literature review, evaluating previous national survey instruments and benchmark data, and conducting listening sessions with different occupational groups at health centers. Mr. Turer played several key roles in the first phase, including creating a taxonomy of health centers to assure representation throughout the process, conducting components of the literature review, serving as a key member of the core team drafting the survey, developing the implementation strategy, and assuring a representative response. JSI has since been awarded the contract to implement and analyze the survey nationwide, anticipated to include reaching nearly 400,000 individuals employed at all levels in the nation's 1400 health centers. Mr. Turer is the Data Team Lead for the collection effort, responsible for developing all aspects of the data collection systems, response tracking, and data products including feedback to each health center while assuring respondent privacy. Because there is no listing of health center staff and contact information, Mr. Turer has also developed a secure system for obtaining email contacts from all health centers while assuring the confidentiality of staff participating.

Department of Public Health and Environment, Primary Care Office, Denver CO

(March 2018 – June 2018)

The Colorado Primary Care Office undertook a process of developing a unique provider data management system designed to integrate a wide variety of data sources to create a more robust and reliable basis for analyzing provider availability in the state. In order to use this new data resource to better assess population level access to care, JSI was contracted to assist the PCO in developing methods leading to the ultimate goal of a more meaningful and comprehensive in-state designation methodology, to be used in allocating significant new resources available to address disparities. JSI provided guidance on several key functions. JSI outlined a plan to utilize our unique Origin-Destination analysis of the state's all payer claims database to examine detailed patterns of access for office visits and other primary care related services. Although the actual data release was delayed, the intent is for these patterns to form the basis of examining 'natural' service areas, highlighting disparities in access by insurance coverage, calculating average drive time to access care from each community, calculating the fraction of visits exceeding desired thresholds, and examining the impact of access on utilization of primary and preventive services. In parallel, JSI did demonstrate the methods for applying more technologically sophisticated means of relating provider resources to population, comparing these to the traditional Population:Provider ratio. Using methods such as the two-step floating catchment area and rasterized distance decay models, we demonstrated how these GIS based processes can better reflect the access patterns of residents. These two methods can ultimately be contrasted to see where access is being driven by forces other than minimum distance and insurance. Finally, we calculated average and ideal need/demand for primary care services and compared this to the calculated provider/service availability to identify gaps in need of resources.

SELECTED BOARDS | AFFILIATIONS

New England Rural Health Roundtable *(6-state regional rural health association)*

Board President (November 2017 – May 2020)

Board Member 2000 to present

Policy Committee (Former Chair, current member), Finance Committee, External Collaboration Committee

ALYSSA CARLISLE

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

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE
Bachelors of Arts, Psychology, 2016

EXPERIENCE

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

Specialist, August 2018 to present

JSI provides consultation to health care organizations in the areas of quality and performance measurement, health services delivery, public health, strategic planning, and program evaluation. Clients include government agencies, public and private health care providers. Since 1978, JSI has provided consulting, research, and training services for agencies and organizations seeking to improve the health of individuals, communities, and nations.

Current projects:

Wyoming Department of Health, Public Health Division, Office of Rural Health (ORH)

Provides project management for the Health Professional Shortage Area (HPSA) Analysis and Designation project for the state of Wyoming. Creates new and updates existing shortage designation applications. Conducts collection and analysis of statewide primary care, mental health, and dental health survey data and completes data updates in the BHW Shortage Designation Management System (SDMS). Works with providers and members of the local service area to obtain and validate information for designations.

New Hampshire Department of Health and Human Services, Rural Health and Primary Care Section (PCO), Workforce/Provider Capacity

Provides project management for the healthcare workforce shortage designation process in New Hampshire. Identifies and reviews areas meeting the federal criteria for HPSAs and MUA/Ps. Develops shortage designation applications using federal requirements, assesses provider capacity by connecting with area experts and analyzing provider survey data, and utilizes the BHW Shortage Designation Management System (SDMS) for all aspects of designations.

Maine Department of Health and Human Services, Rural Health Primary Care Office (PCO), Workforce/Provider Capacity

Provides project management for the state of Maine's workforce shortage process. Provides ongoing support and training to the agency on the shortage designation process and BHW Shortage Designation Management System (SDMS). Procures, cleans, links, and analyzes data relevant to assess workforce capacity. Conducts and analyzes statewide provider capacity surveys.

Massachusetts Department of Public Health, Primary Care Office (PCO), Workforce/Provider Capacity

Provides project management for the HPSA designation process for the state of Massachusetts. Evaluates and develops service areas, conducts local capacity assessments, and uses the SDMS system for federal designation applications. Performs feasibility analysis to identify new dental, mental health, and primary care HPSA and MUA/P potential.

HRSA Health Information Technology, Evaluation, and Quality (HITEQ) Center

Provides support to the HITEQ Center to support federally qualified health centers (FQHCs) and health center partners (PCAs, HCCNs) to use electronic health records (EHRs) and other health IT to collect accurate clinical data and leverage data to support positive health outcomes for all patients. Manages all HITEQ consultant and subcontractor contracts.

HRSA Telehealth Technology-Enabled Learning Program (TTELP): Treating Addiction in Rural Areas ECHO

Member of the Operations Team developing, implementing, and evaluating a 5-year ECHO® designed to strengthen the rural Northern New England behavioral health care workforce by increasing participant knowledge and application of The American Society of Addiction Medicine (ASAM) Criteria to address current and emerging patient needs, improve quality of SUD care, and achieve health equity for rural residents. Responsibilities include contributing to materials development, providing technical assistance to participants developing case presentations, evaluation, and leading the



Advisory/Quality Improvement Group of expert advisors and participants to ensure fidelity to the ECHO® model, quality of implementation and curriculum development, and advisement to inform adaptations for future sessions.

New Hampshire Children's Resiliency Retreat (CRR) Program

Provides data collection and evaluation services to the Children's Resiliency Retreat (CRR) program to guide their efforts to become classified as an effective evidence-based program by the NH Service to Science Panel. JSI is using a participatory process to revise the Program's logic model, identify evaluation goals and objectives, and revise and develop data collection tools to effectively measure program outcomes.

Past projects:

U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care (BPHC) Uniform Data System

Assisted with the implementation of the Uniform Data System (UDS) that collects information annually from over 1,500 federally qualified health centers (FQHCs) nationwide. Provided support to health centers completing the UDS by providing direct technical assistance and creating technical assistance resources. Provided support in the UDS annual report review process and data analysis and reporting projects.

New Hampshire Home Visiting Program Supports and Services

Provided support to the NH Home Visiting Program and its sub-recipient agencies implementing the Healthy Families America (HFA) model, funded by the federal Maternal, Infant, and Early Childhood Home Visiting Program (MIECHV). Assisted with the facilitation of statewide training events for home visitors including, conducting an annual needs assessment, identifying subject-matter expert trainers, and engaging in continuous dialogue with agencies to most effectively provide training and technical assistance resources. Also, assisted with the implementation of continuous quality improvement (CQI) for NH Home Visiting Program agencies.

New Hampshire Acts Early Needs Assessment

Analyzed qualitative survey data submitted by developmental screening partners and stakeholders, as it related to challenges families faced in accessing developmental screening during COVID-19. Supplemented qualitative data with data pulled via a systemic review of other recently completed needs assessments and strategic plans to support families with children under the age of five.

NH Council for Youth with Chronic Conditions (CYCC) Needs Assessment

Provided data collection and analysis services to the NH CYCC's needs assessment project to assess the successes and challenges youth with chronic physical health conditions and their families face in everyday life. Completed secondary data review, developed and administered a statewide survey for caregivers and young adults, and conducted focus groups. Completed analysis of survey data, qualitative data analysis of interviews, and compiled a report of the results.

AHRQ ECHO National Nursing Home COVID-19 Action Network

Cohort Coordinator for the 2021 ECHO Nursing Home COVID-19 Action Network. Provided technical assistance to nursing homes in ME and NH participating in the action network and assisted in the facilitation of ECHO sessions.

PRIOR EXPERIENCE

Dartmouth-Hitchcock Medical Center, Lebanon, NH

Research Assistant-Psychiatry Department, 2016-2018

Assisted with the management and organization of a research study testing a smartphone application (app), designed to help individuals with severe mental illness in the workplace. Completed usability testing of smartphone app and maintained app specification document. Assisted with IRB submissions and annual reviews, organized and conducted group and individual orientations to the study, provided technical assistance to study participants, and carried out interviews with study participants and agency staff at community sites. Performed quantitative and qualitative data analysis of survey and interview data using SPSS and Dedoose software. Assisted with the writing and editing of research papers.

COMPUTER SKILLS

Proficient in:

Microsoft Office Suite

Online Tools: Google Drive, Qualtrics, Alchemer, SurveyMonkey, Mailchimp

Data Analysis Software: SPSS, Dedoose

STEVE SCHAFFER

EDUCATION

UNIVERSITY OF MARY WASHINGTON, FREDERICKSBURG, VIRGINIA
MS Geospatial Analysis, 2019

UNIVERSITY OF FLORIDA, GAINESVILLE, FLORIDA
MA Geography (All but Thesis)

UNIVERSITY OF MARY WASHINGTON, FREDERICKSBURG, VIRGINIA
BA, Political Science, 1996

EXPERIENCE

JSI, Boston, Massachusetts

Lead GIS Analyst, 2010 - present

Lead Geographic Information Systems (GIS) Analyst for JSI. Areas of expertise include: geospatial analysis, cartographic representation, database and statistical analysis and online web mapping applications.

Selected projects:

Geographic Accessibility Analysis using Claims/patient Origin Data

Examined travel patterns and geographic accessibility using all payer claims (APCD) and Medicaid databases for projects in NH, MA, WY, ME, FL and MD. This process involves developing network based origin/destination drive-time matrices, creating natural or claims-based, service areas and assessing the population demand for services against provider supply. Utilized claims data to provide updated provider capacity by geocode location for uploading to the Health Resources and Services Administration (HRSA) Shortage Designation Management System (SDMS) database platform. Created measures of geographic accessibility, visualized through maps, that assist in the identification of underserved or shortage areas for potential designation.

GIS Analysis for Healthcare Workforce Shortage Designation

Analyst for the workforce shortage process in the states of New Hampshire, Maine, Massachusetts, and Wyoming. Provided socioeconomic and demographic data, spatial analysis and map visualization to identify areas meeting the federal criteria for health professional shortage area (HPSA) and medically underserved area/population (MUA/P). Analyzed and mapped workforce capacity and insurance claim data. Created a GIS-based tool for the delineation of state-based rational service areas (SRSA). The tool allows for the iterative testing of proposed service areas and produces outputs for the tested area including: population, low-income percentage, population-to-provider ratio, low-income population-to-provider ratio and mean travel time for patient trips.

Strengthening Systems of Care for People with HIV & Opioid Use

Spatial analysis and mapping of HIV incidence and prevalence in combination with service locations and relevant opioid use data and treatment locations for this project with HRSA's HIV/AIDS Bureau. Mapping for landscape analysis reports for 9 project states included HIV prevalence at the county level in relation to Ryan White service locations and substance use treatment locations in relation to rate of drug overdose deaths. An additional custom drive time network was performed and an intersect map created to visualize the combined geographic accessibility across HIV service and substance use treatment service locations.

Community Health Needs Assessments

Conducted mapping and geo-spatial analysis in support of health center needs analysis for state and regional health systems and individual clinics and hospitals. Including mapping of income, race/ethnicity, age, gender and social determinate demographics; mapping of health status, vital statistics and preventable indicators; geo-location of service sites and patient based and drive-time accessibility based service area analysis. Analysis conducted includes spatio-temporal pattern change in patient and population data, global and local spatial autocorrelation and hotspot analysis, spatial regression and vector and raster spatial overlay techniques.



HPSA/MUA/P Shortage Designation

GIS lead for mapping and analysis for the project included: Gathering Census demographic and health access related data at multiple geographic levels and mapping the results, conducting a small area analysis to provide model testing inputs at any geographic area, building impact testing models, linked in GIS to maps, that provided detailed indicators on the impact of designation method changes, designed interactive web mapping of model test results, conducted network and other spatial analysis to identify rational service areas and analyzed, in GIS, the relationship between current federal resources and new impact testing designation areas. Coordinated with HRSA staff on the building, results and analysis of impact testing models.

2019 Health Equity Report Design and GIS Mapping of Measures.

Project Director for HRSA's 2019 Health Equity Report design, data compilation and mapping. Responsible for overseeing design staff in the development of a report template, copyediting, 508 compliance and final publication-ready production of the report. In addition, the project required extensive American Community Survey (ACS) and county health rankings data gathering and mapping. ACS data, across 25 demographic and socio-economic themes, was compiled nationwide at multiple geographic levels. Selected data was mapped for inclusion in the next report.

UDS Service Area Mapping & Analysis

Creation of service area and penetration mapping for the Uniform Data System (UDS) project. This included creating service areas, mapping and applying the results to analyze the effectiveness and rationality of service areas. GIS methods include spatial overlay geo-tagging linking zip codes with Zip Code Tabulation Areas (ZCTA), make table queries to create grantee specific overlapping service areas from non-unique grantee by ZCTA tables, minimum bounding envelopes to identify irrational service areas and data-driven pages that focus on one grantee's patient origin service area at a time.

Interactive Web Mapping

Created interactive web mapping applications that allow clients and the public to explore mapped information, search by addresses or postal codes, pan, zoom and identify on map features. A story map visualizing the tobacco retail access in Vermont is an immersive web application that uses maps, animation and other graphic elements to tell the story of tobacco access. <https://ahs-vt.maps.arcgis.com/apps/Cascade/index.html?appid=61d13e4de09345ac91ea997e3464fe6b> A web map of the geography of Maternal and Child Health in Delaware explores the geographic scope and accessibility of services and health metrics in Delaware. (<http://jsi.maps.arcgis.com/apps/MapSeries/index.html?appid=25a5648e2de440ad81433cdfd0f6124b>). Both web applications utilize the ArcGIS Online web mapping platform.

Primary care Utilization Surge from Affordable care Act

Mapping and analysis support for the project included: Spatial Analysis to estimate the Primary care utilization increase expected from full implementation of the Affordable Care Act. This included integrating demographic data and predictive model output at the local level and presenting results in detailed maps. Conducted a small area analysis to spread expected coverage gainers from Census PUMA5 areas to small local geographies based on age and income factors.

Nashua Regional Planning Commission, Merrimack, New Hampshire
GIS Manager, 2004

Manage the GIS program for the agency. Write reports and handle technical analysis. Responsible for the day-to-day operation of the GIS section, Project Management, GIS database management, map creation and analysis, and hiring, supervising, and evaluating of staff.

University of Florida College of Health Professions, Gainesville, Florida
GIS Consultant, 2002

Conducted health related service area spatial analysis of Medicaid providers to identify gaps in medical coverage. Analyzed Census Demographic data to create a risk of no insurance atlas for the Florida KidCare Program.

Adjunct Academic Appointments

University of Mary Washington, Fredericksburg Virginia
Adjunct Professor of Geography, 2020-2022

Plymouth State University, Plymouth, New Hampshire
Adjunct Professor of Geography, 2014



RELEVANT SKILLS

- ArcGIS Pro and ArcGIS Desktop and extensions
- ArcGIS Enterprise / Online and Google Maps API
- Focus on demographic and Spatial Accessibility Analysis
- Comprehensive knowledge of Census data including American Community Survey
- Transportation and land use modeling
- Spatial and traditional statistical analysis

KEES VAN HEMMEN

EDUCATION

NORTHEASTERN UNIVERSITY, BOSTON, MA
Bachelor of Science in Data Science, Magna Cum Laude, 2023
Minor Political Science

EXPERIENCE

JSI Research & Training Institute, Boston, Massachusetts
Database Development Analyst, 2023 - Present

Current Projects:

Uniform Data System (UDS):

Yearly project facilitating the exchange of data between individual healthcare centers and HRSA regarding Aided in the development of data pipelines, including the design and development of database tables and queries, that found inconsistencies in the data provided by health care centers nationwide in their reporting to HRSA on a variety of key data. Reviewed and documented the data submitted by health centers in order to generate a centralized reference point for what each datapoint means for those working with UDS data.

Hawaii State Department of Health, Office of Primary Care and Rural Health, Workforce/Provider Trainings:

Data support for a series of three contracts aimed to train and provide technical assistance to HI DOH staff on the processes involved in acquiring and analyzing claims, provider, and demographic data, training on the rules, data evaluation, and preparing federal shortage designation applications, and how to assess service areas for statewide capacity and area planning.

Maine Department of Health and Human Services, Rural Health Primary Care Office (PCO),

Workforce/Provider Capacity:

Data support for the state of Maine's workforce shortage process. Provide ongoing support and training to the agency on the shortage designation process and online SDMS application system. Procure, clean, link, and analyze data relevant to assess workforce capacity, including visit claims, provider licensure and survey data, population demographics, tourism, and health disparity data. Analyzed data using linked GIS, Microsoft Access, and Excel databases to assess areas of workforce shortages and statewide service areas. Field and analyze statewide provider capacity surveys using Alchemer (physicians, psychiatrists, and dentists). Assess service areas for statewide capacity and area planning.

Massachusetts Department of Public Health, Primary Care Office (PCO), Workforce/Provider Capacity:

Data support for the general and primary care healthcare workforce shortage designation process developed to support communities with the greatest unmet healthcare needs, disparities, health workforce shortages, and other healthcare access barriers in Massachusetts. Identify areas meeting the federal criteria for health professional shortage area (HPSA) and medically underserved area/population (MUA/P). Assess service areas statewide using geographic information systems (GIS) mapping, patient origin, U.S. Census, providers, claims, and other integrated data sources. Develop shortage designation applications using federal requirements, assess provider capacity by connecting with area experts and surveying providers, and utilize the online federal Shortage Designation Management System (SDMS) for all aspects of designations. Develop and validate the health care workforce statewide using the online survey tool, Alchemer. Evaluate provider capacity statewide of physicians, physician assistants, nurse practitioners, substance use disorder experts, mental health providers, and dentists.

New Hampshire Department of Health and Human Services, Rural Health and Primary Care Section (PCO),

Workforce/Provider Capacity:

Data support for the general and primary care healthcare workforce shortage designation process developed to support communities with the greatest unmet healthcare needs, disparities, health workforce shortages, and other healthcare access barriers in New Hampshire. Identify areas meeting the federal criteria for health professional shortage area (HPSA) and medically underserved area/population (MUA/P). Assess service areas statewide using geographic information systems (GIS) mapping, patient origin, U.S. Census, providers, claims, and other integrated data sources. Develop shortage designation applications using federal requirements, assess provider capacity by connecting with area experts and surveying providers, and utilize the online federal Shortage Designation Management System (SDMS) for all aspects of designations. Develop and validate the health care workforce statewide using the online survey tool, Alchemer. Evaluate provider capacity statewide of physicians, physician assistants, nurse practitioners, substance use disorder experts, mental health providers, and dentists.

Wyoming Department of Health, Public Health Division (PCO), Workforce/Provider Capacity:

Data support for the HPSA analysis and designation project for the state of Wyoming. Process and submit new and renewal shortage designation applications, including development of service areas through the SDMS that meet the Bureau of Health Workforce requirements for designations. Develop and analyze results of web-based statewide surveys using Alchemer of physicians, mental health providers, and dental providers. Develop standard operating procedures and trainings for project staff regarding designations and provider management.

New England Rural Health Databook (NERHDB):

Decennial project compiling data on social determinants of health and health outcomes across urban and non-urban (rural) areas across New England. Aided in the compilation, cleaning, and automation of analytical processes that allowed for the creation of the databook. Found and evaluated the usability and validity of new data sources to replace defunct datasets.

Priceline.com, New York City, New York

Data Engineer Intern, July 2022 - December 2022

- Created dashboards in Tableau to analyze data usage trends in support of a company-wide switch to Google Cloud Platform
- Monitored internal data usage trends using Google BigQuery and SQL

McKinsey and Co., Waltham, Massachusetts

Knowledge Engineer and Data Analyst Intern, July 2021 - December 2021

- Automated key processes in the internal data provision pipeline hosted on AWS using Python, as well as various external APIs including Google's Knowledge Graph API
- Reduced failed searches on an internal database by 70% using Python and Neo4j

ServiceNow Inc., Santa Clara, California

Product Pricing Analyst, July 2020 - June 2021

- Maintained data quality for a variety of sales related datasets in Excel and SQL
- Designed and maintained various dashboards for reporting on program performance in Tableau that were used by C suite level stakeholders

EMILY LU

EDUCATION

Dartmouth College, Hanover, New Hampshire

Bachelor of Arts, Anthropology modified with Geography, Minor in Public Policy, 2023

EXPERIENCE

JSI Research & Training Institute, Inc., Bow, New Hampshire

Project Associate, Aug. 2023 – present

U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care (BPHC) Uniform Data System

Serves as systems operational lead for implementation of the Uniform Data System (UDS), which collects information annually from over 1,400 federally qualified health centers (FQHCs) nationwide. Oversees functional testing and maintenance of UDS reporting platforms, including identifying enhancement opportunities. Assists health centers completing the UDS by providing direct technical assistance and creating technical assistance resources. Reviews data quality and engages in central analysis during annual UDS review period.

New Hampshire Department of Health and Human Services, Rural Health and Primary Care Section, Workforce/Provider Capacity

Provides project assistance for healthcare workforce shortage designation processes in New Hampshire, aimed to help communities with the greatest unmet health care needs, disparities, capacity shortages, and other health care access barriers in the state. Identifies and reviews areas meeting the federal criteria for HPSAs and MUA/Ps. Develops shortage designation applications using federal requirements, assesses provider capacity by analyzing provider survey data, and utilizes the federal Shortage Designation Management System (SDMS) for all aspects of designations.

Hawaii State Department of Health, Office of Primary Care and Rural Health, Workforce/Provider Trainings

Provides support and training on a series of three contracts aimed to provide technical assistance to HI DOH staff on the processes involved in acquiring and analyzing claims, provider, and demographic data, conducting data evaluation, preparing federal shortage designation applications, and assessing service areas for statewide capacity and area planning. Conducts qualitative research on unique health care needs within the state to support designation application.

Rhode Island Department of Health, Office of Primary Care and Rural Health, Workforce/Provider Capacity

Provides project support and coordination for shortage designation applications in the state of Rhode Island. Assists applications, including development of service areas through the SDMS that meet the Bureau of Health Workforce requirements. Utilizes federal Shortage Designation Management System (SDMS) to complete aspects of the designations process.

Department of Anthropology, Dartmouth College, Hanover, NH

Presidential Research Scholar, Aug. 2020 – May 2023

Designed cohort study to analyze physiological impacts of stress from assisted reproductive technologies (ART) on maternal health, with funding from Claire Garber Goodman Fund. Analyzed relationship between ART-related stressors and depression data through regression models in Stata. Presented findings at Developmental Origins of Health and Disease World Congress in Vancouver, August 2022.

United States Senate, Washington, D.C.

Legislative Intern, Sept. 2021 – Dec. 2021

Produced health policy memos with recommendations for the Senator on upcoming votes and proposed bills. Received and managed more than 80 constituent phone calls, voicemails, and faxes each day centered on issues of Medicare, budget reconciliation, and COVID-19 concerns.



Class of 1964 Policy Research Shop, Dartmouth College, Hanover, NH

Research Consultant, Nov. 2020 – May 2021

Presented non-partisan research on the environmental and health impacts of neonicotinoid pesticides to New Hampshire House of Representatives Agriculture and Environment Committee during 2021 legislative session. Conducted stakeholder interviews and cost-benefit analysis to inform legislation regulating neonicotinoid use.

The Dartmouth Institute for Health Policy and Clinical Practice, Hanover, NH

Research Assistant, Feb. 2020 – Dec. 2020

Co-authored paper analyzing preference and understanding of risk information in healthcare settings, published in peer-reviewed journal PLOS One. Aided production of Qualtrics survey materials to determine optimal presentation (icon array vs bar graph) of risk to patients.

SKILLS

Proficiency in: Microsoft Office, R, Stata, ArcGIS, 508 Compliance, Mailchimp

JSI Research and Training Institute, Inc.Key Personnel

| Name | Job Title | Salary per Year | % Paid from this Contract | Total Amount Paid from this Contract (July 1, 2023-June 30, 2026) |
|-----------------|-------------------|-----------------|---------------------------|--|
| Diane Lewis | Project Director | \$121,275.00 | 5% | \$ 29,320.00 |
| Eric Turer | Technical Advisor | \$172,781.47 | 3% | \$ 25,920.00 |
| Alyssa Carlisle | Project Manager | \$71,400.00 | 2% | \$ 9,755.00 |
| Emily Lu | Project Associate | \$52,500.00 | 5% | \$ 13,390.00 |
| Steve Schaffer | GIS/Data Analyst | \$122,850.00 | 2% | \$ 13,720.00 |
| Kees van Hemmen | Database Analyst | \$70,000.00 | 1% | \$ 4,363.00 |

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Lori A. Shilbennet
Commissioner

Patricia M. Tilley
Director

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

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.dhha.nh.gov

May 16, 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#161811-B001), Bow, NH, in the amount of \$63,760 to coordinate Federal Shortage Designations within the state, assist in the development of a primary care assessment, and Health Professions Data Center survey development and analysis, with the option to renew for up to two (2) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2024. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the pricelimitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-901010-79650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF HEALTHCARE ACCESS, EQUITY, AND POLICY, RURAL HEALTH AND PRIMARY CARE

| State Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|-------------------|-----------------|-----------------------|--------------|-----------------|
| 2023 | 102-500731 | Contracts for Opr Svc | 90072009 | \$31,880 |
| 2024 | 102-500731 | Contracts for Opr Svc | 90072009 | \$31,880 |
| | | | Total | \$63,760 |

EXPLANATION

The purpose of this request is for the Contractor to oversee the State's Health Professional Shortage Areas shortage designations, assist in the development of a primary care assessment, and conduct survey analysis as required by the United States Department of Health and Human Services, Health Resource and Services Administration, Bureau of Health Workforce, Division of Policy and Shortage Designation.

The Contractor will continually identify areas of the state that meet the federal criteria for Health Professional Shortage Areas, Mental Health Professional Shortage Areas, Dental Health Professional Shortage Areas, Medically Underserved Areas/Populations, and Governor's

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

Exceptional Medically Underserved Population Areas. The Contractor will develop a Statewide Rational Service Area Plan to identify and submit areas of unmet need for designation. Additionally, the Contractor will conduct an overall primary care needs assessment to identify and report on key barriers to accessing health care in these communities.

The identification of workforce and health disparities and processing of shortage designations will benefit communities in New Hampshire that face barriers to accessing primary care, especially rural, low income, uninsured, and Medicaid and Medicare populations. Designation as a Health Professional Shortage Area enables eligibility for a number of federal and state programs designed to recruit and retain providers in underserved areas. Additionally, Medicare distributes bonus payments to primary care physicians and psychiatrists who practice in designated Health Professional Shortage Areas.

The Department will monitor services by ensuring the Contractor:

- Performs annual updates on the statewide primary care needs assessment by the federal deadline.
- Completes shortage designations and re-designations by the federal deadline.
- Analyzes and provides demographic data and renewal data to determine other areas for shortage designation or re-designation to the Department throughout the contract period.

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 4, 2022 through March 17, 2022. The Department received three (3) 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, the Department may not have the ability to identify areas in the state where there are shortages of primary care providers, which may result in primary care physicians and psychiatrists who practice in designated Health Professional Shortage Areas to potentially lose funding and individuals not having access to necessary healthcare services.

Area served: Statewide.

Source of Funds: 100% General Funds.

Respectfully submitted,


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-OPHS-11-HEALT**Project Title **Health Workforce and Primary Care Access Data**

| | Maximum Points Available | Brandeis University | JSI | Primary Care Development Corporation (PCDC) |
|---------------------|--------------------------|---------------------|------------|---|
| Technical | | | | |
| Ability Q1 | 40 | 25 | 40 | 20 |
| Knowledge Q2 | 60 | 30 | 50 | 30 |
| Experience Q3 | 100 | 50 | 100 | 55 |
| TOTAL POINTS | 200 | 105 | 190 | 105 |

Reviewer Name

- 1 Danielle Hernandez
- 2 Lisa Cacciola
- 3 Janine Wainwright
- 4 Alisa Druzba

Title

- Health Professions Data Center Manager
- Finance Administrator
- Primary Care Workforce Program Specialist
- Rural Health and Primary Care Administrator

Subject: Health Workforce and Primary Care Access Data (RFA-2022-DPHS-11-HEALT-01)

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, 2 nd Floor, Bow, NH 03304 | |
| 1.5 Contractor Phone Number 603-573-3307 | 1.6 Account Number 05-95-90-901010- 79650000 | 1.7 Completion Date 6/30/2024 | 1.8 Price Limitation \$63,760 |
| 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>Katie Robert</i> Date: 5/31/2022 | | 1.12 Name and Title of Contractor Signatory Katie Robert Director | |
| 1.13 State Agency Signature DocuSigned by: <i>Patricia M. Tilley</i> Date: 6/2/2022 | | 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>Robyn Quinno</i> On: 6/8/2022 | | | |
| 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.

B. 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
Health Workforce and Primary Care Access Data**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date"), upon Governor and Executive Council approval.

1.2. 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.

1.3. 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.

DB
KR

**New Hampshire Department of Health and Human Services
Health Workforce and Primary Care Access Data**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall conduct an overall statewide primary care assessment that identifies communities with the greatest unmet health care needs, disparities, and health workforce shortage and key barriers to access to health care in these communities. The Contractor shall identify geographic areas and populations at county and sub-county, town and/or zip code levels that:
 - 1.1.1. Lack access to preventative and primary care services;
 - 1.1.2. Experience shortage of primary care, mental health, and dental providers;
 - 1.1.3. Experience key barriers to accessing health care, including wait and travel time; and
 - 1.1.4. Demonstrate the highest need for health service by utilizing indicators or poverty, infant mortality, low-birth weight, life expectancy, percent or numbers unserved and underserved and designation as a Medically Underserved Areas (MUA) / Medical Underserved Populations (MUP) or Health Professional Shortage Areas (HPSA).
- 1.2. The Contractor shall conduct a meeting with Department staff to discuss the specific analytic aspects of the needs assessment which shall include, but are not limited to:
 - 1.2.1. Range of available data.
 - 1.2.2. Level of geographic detail required.
 - 1.2.3. Statistical approaches to be employed.
 - 1.2.4. Definitions to be used.
- 1.3. The Contractor, in conjunction with the Department, shall implement an effective data sharing plan to collect and analyze health data and other information as part of the needs assessment by utilizing data from the Department's NH Claims Data Sets within the New Hampshire Comprehensive Health Care Information Systems (CHIS).
- 1.4. The Contractor shall consult with the Department's Office of Rural Health and Primary Care (RHPC) to coordinate and prioritize new shortage area designation and re-designations requests. The Contractor shall:
 - 1.4.1. Provide information, assistance or updates to interested parties in areas under review for Federal Shortage Designations.
 - 1.4.2. Notify all known interested parties following the HPSA/MUA/MUP determined designation.

**New Hampshire Department of Health and Human Services
Health Workforce and Primary Care Access Data**

EXHIBIT B

- 1.4.3. Be available to respond to follow-up questions or inquiries regarding completed Federal Shortage Designation applications.
- 1.4.4. Evaluate population to provider ratio and high need indicators within potential Federal Shortage Designation areas using available electronic application systems, Health Professions Data Center (HPDC) provider data, and targeted-area surveys.
- 1.4.5. Prepare all necessary documentation, using the Health Resource and Services Administration (HRSA) Shortage Designation Management System (SDMS), to support designation and re-designation requests to HRSA, for approval by, the Department.
- 1.4.6. Submit all data and full-time equivalent (FTEs) associated with an update cycle prior to the cycle opening date determined by the federal Shortage Designation Branch (SDB).
- 1.5. The Contractor shall develop a Statewide Rational Service Area (SRSA) Plan for primary, dental, and mental health designations by:
 - 1.5.1. Conducting origin-designation analyses on claims data across the three (3) primary care disciplines by calculating travel times to care, average primary care visit rates per enrollee member year, and differential visit rates between populations with different insurance coverage;
 - 1.5.2. Conducting a catchment area analysis to best relate population to existing capacity based on physical proximity and creating integrated Geographic Information System (GIS) analysis to analyze geographic and financial access/health care status barriers collectively; and
 - 1.5.3. Conducting impact analyses by calculating designation and scoring potential, and the impact of the new SRSA approach on several parameters.
- 1.6. The Contractor shall assist with provider workforce survey development, data cleaning and analysis for the Department's HPDC.
- 1.7. The Contractor shall enter and utilize data from the HPDC and other integrated data sources in SDMS to accurately evaluate Federal Shortage Designation applications and identify and assess areas of the state eligible for Federal Shortage Designations.
- 1.8. The Contractor shall produce colored GIS-type maps that are compatible with Microsoft and PDF formats, noting shortage areas, at the town level and list towns, hospitals, health centers and other health facilities within each type of shortage area.
- 1.9. The Contractor shall develop a web-based user interface of maps indicating

**New Hampshire Department of Health and Human Services
Health Workforce and Primary Care Access Data**

EXHIBIT B

Federal Shortage Designations, access pattern and capacity within the state for public and stakeholder use to review designations. The Contractor shall:

- 1.9.1. Design the interface to include multi-layer maps to visualize access patterns for primary care and related preventative services, including but not limited to:
 - 1.9.1.1. Public health network region.
 - 1.9.1.2. Health center name and score.
 - 1.9.1.3. Drive time.
 - 1.9.1.4. Population to provider ratio.
- 1.10. The Contractor shall host map links and content on their website.
- 1.11. The Contractor shall assist the Department by planning and reviewing annual health professions issue briefs that summarize the findings of the work completed by the HPDC.
- 1.12. The Contractor shall design RHPC logos and other branding materials, as requested and shall participate in other health workplace activities as determined by and in conjunction with the Department.
- 1.13. Work Plan
 - 1.13.1. The Contractor shall provide a Work Plan to the Department within thirty (30) days of the Contract effective date and annually thereafter that include:
 - 1.13.1.1. Baseline and targets; and
 - 1.13.1.2. Activities including the responsible individual(s), timeline, and target population.
 - 1.13.2. The Contractor shall develop and submit to the Department annually a corrective action plan for any performance measure not achieved.
- 1.14. Project Management
 - 1.14.1. The Contractor shall conduct a project kick-off meeting or tele-conference with the Department staff within thirty (30) days of the contract effective date to:
 - 1.14.1.1. Review and define the goals, objectives and milestones; revise the Work Plan as needed; and to resolve any questions or issues regarding the Work Plan.
 - 1.14.1.2. Ensure the Work Plan outlines the required activities and includes a timeline with clearly identified target dates for each activity.

**New Hampshire Department of Health and Human Services
Health Workforce and Primary Care Access Data**

EXHIBIT B

1.14.2. The Contractor shall utilize the Work Plan to ensure progress towards meeting the performance measures and the overall program objectives and goals.

1.15. Meetings and Trainings

1.15.1. The Contractor shall attend at a minimum one (1) virtual or in-person meeting at the Department Offices, annually, with Department staff to present summaries of the overall needs assessment performed in this resulting contract.

1.15.2. The Contractor shall participate in monthly conference calls to review activities, interventions and progress.

1.15.3. The Contractor shall attend meetings with representatives from the Department and/or other State Officials to report on program progress.

1.15.4. The Contractor shall ensure all Contractor staff has appropriate training, education, experience and orientation; including training in information security and confidentiality safeguards according to state rules and state and federal laws, to fulfill the requirements of the position they hold and shall verify and document meeting this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for Department review.

1.16. Data Sharing Plan

1.16.1. The Contractor shall not collect, receive, store, or manage confidential data related to the scope of work and deliverables identified in this Exhibit B unless or until the parties have agreed in writing to a Data Sharing Plan that must include:

1.16.1.1. The purpose of the data exchange;

1.16.1.2. A description of the Department data elements to be disclosed, including:

1.16.1.2.1. Source or Systems of Records;

1.16.1.2.2. Number of Records Involved and Operational Time Factors;

1.16.1.2.3. Data Elements Involved; and

1.16.1.2.4. Reporting and Secure Transmission of Confidential Data.

1.16.1.3. A description of the Contractor data elements to be disclosed; and

**New Hampshire Department of Health and Human Services
Health Workforce and Primary Care Access Data**

EXHIBIT B

1.16.1.4. The responsibilities of both parties regarding the exchange of data.

1.16.2. The Contractor shall execute the Data Sharing Plan in a timely manner so as not to impede the scope of work and deliverables identified in this Exhibit B.

1.16.3. The Contractor agrees to modify the Data Sharing Plan in writing as necessary, due to any changes to the scope of work and deliverables identified in this Exhibit B.

1.16.4. The Contractor shall comply with the terms of Exhibit K, DHHS Information Security Requirements, attached hereto and incorporated by reference herein.

1.17. Reporting

1.17.1. The Contractor shall provide written progress reports to the Department upon request throughout the contract period and a final progress report at the end of the contract period in a format requested by the Department.

1.17.2. The Contractor shall ensure reports include, but are not limited to:

1.17.2.1. Work completed since the prior report.

1.17.2.2. Progress on tasks/deliverables still in progress.

1.17.2.3. Barriers preventing completion of tasks/deliverables and how to overcome those barriers.

1.17.2.4. Outstanding items and any issues/barriers that may cause future issues.

1.17.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.18. Performance Measures

1.18.1. The Department will monitor the Contractors' performance by ensuring the following performance measures are achieved annually and monitored quarterly to measure the effectiveness of this agreement.

1.18.1.1. Annual updates performed on the statewide primary care needs assessment by the federal deadline.

1.18.1.2. Shortage designations and re-designations completed by the federal deadline.

1.18.1.3. SRSA Plan completed by the federal deadline.

1.18.1.4. Analysis of demographic data and renewal dates

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**New Hampshire Department of Health and Human Services
Health Workforce and Primary Care Access Data**

EXHIBIT B

determining other areas for shortage designation or re-designation provided to the Department throughout the contract period.

1.18.1.5. Recurrent health professions surveys for the Health Professions Workforce Data Center reviewed and submitted to the Department throughout the contract period.

1.18.1.6. Accurate Health Professions Workforce Data Center data uploaded into the Shortage Designation Management System by the federal deadline.

1.18.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successfully outcomes.

1.18.3. The Department may collect other key data and metrics from Contractor, including client-level demographic, performance, and service data.

1.18.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, Contractor 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.

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**New Hampshire Department of Health and Human Services
Health Workforce and Primary Care Access Data**

EXHIBIT B

3.2. Credits and Copyright Ownership

- 3.2.1. 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 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."
- 3.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.2.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.2.3.1. Brochures.
 - 3.2.3.2. Resource directories.
 - 3.2.3.3. Protocols or guidelines.
 - 3.2.3.4. Posters.
 - 3.2.3.5. Reports.
- 3.2.4. 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

**New Hampshire Department of Health and Human Services
Health Workforce and Primary Care Access Data**

EXHIBIT B

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 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.

4.3. Website

4.3.1. The Contractor shall work with the Department's Communications Bureau to ensure that any website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website requirements and policies.

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**New Hampshire Department of Health and Human Services
Health Workforce and Primary Care Access Data**

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% General funds. For the purposes of this Agreement, the Department has identified:
 - 1.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
2. 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 through Exhibit C-2, Budget.
3. 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:
 - 3.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 3.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 3.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 3.4. 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.
 - 3.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSCContractBilling@dhhs.nh.gov or mailed to:
 - Financial Manager
 - Department of Health and Human Services
 - 129 Pleasant Street
 - Concord, NH 03301
4. 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.
5. 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.

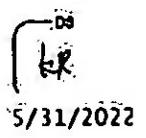
**New Hampshire Department of Health and Human Services
Health Workforce and Primary Care Access Data**

EXHIBIT C

6. 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.
7. Audits
 - 7.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 7.1.1. 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.
 - 7.1.2. 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.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. 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.
 - 7.2.1. 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.
 - 7.3. 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.
 - 7.4. 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 Complete one budget form for each budget period. Contractor Name: <u>JSI Research & Training Institute, Inc.</u> Budget Request for: <u>Health Workforce and Primary Care Access Data</u> Budget Period: <u>SFY 2023 (July 1, 2022 - June 30, 2023)</u> Indirect Cost Rate (if applicable) <u>21.23%</u> | |
|---|-------------------------------|
| Line Item | Program Cost - Funded by DHHS |
| 1. Salary & Wages | \$17,901 |
| 2. Fringe Benefits | \$8,396 |
| 3. Consultants | \$0 |
| 4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix N to 2 CFR 200.</i> | \$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 | \$0 |
| 8. (a) Other - Marketing/Communications | \$0 |
| 8. (b) Other - Education and Training | \$0 |
| 8. (c) Other - Other (specify below) | |
| Other (please specify) | \$0 |
| 9. Subrecipient Contracts | \$0 |
| Total Direct Costs | \$26,297 |
| Total Indirect Costs | \$5,583 |
| TOTAL | \$31,880 |


 5/31/2022

| New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>JSI Research & Training Institute, Inc.</u> Budget Request for: <u>Health Workforce and Primary Care Access Data</u> Budget Period <u>SFY 2024 (July 1, 2023 - June 30, 2024)</u> Indirect Cost Rate (if applicable) <u>21.23%</u> | |
|---|-------------------------------|
| Line Item | Program Cost - Funded by DHHS |
| 1. Salary & Wages | \$17,901 |
| 2. Fringe Benefits | \$8,396 |
| 3. Consultants | \$0 |
| 4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i> | \$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 | \$0 |
| 8. (a) Other - Marketing/Communications | \$0 |
| 8. (b) Other - Education and Training | \$0 |
| 8. (c) Other - Other (specify below) | |
| Other (please specify) | \$0 |
| 9. Subrecipient Contracts | \$0 |
| Total Direct Costs | \$26,297 |
| Total Indirect Costs | \$5,583 |
| TOTAL | \$31,880 |


 5/31/2022

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.

5/31/2022

Date

DocuSigned by:

Katie Robert

Name: KATIE Robert

Title: Director

Vendor Initials

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Date 5/31/2022



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.

5/31/2022

Date

DocuSigned by:

Katie Robert

Katie Robert

Title: Director

os
KR

Vendor Initials

5/31/2022

Date

**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 DR



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 8 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 (11)(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.

5/31/2022

Date

DocuSigned by:
Katie Robert
Title: director

Contractor Initials: KR
Date: 5/31/2022

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 DS
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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.

5/31/2022

Date

DocuSigned by:

Katie Robert

Name: Katie Robert

Title: Director

Exhibit G

Contractor Initials

DS
KR

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and Unsubstantiated Allegations



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.

5/31/2022

Date

DocuSigned by:
Katie Robert
Name: Katie Robert
Title: Director



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.

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New Hampshire Department of Health and Human Services

Exhibit I

- i. "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



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

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



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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Date 5/31/2022



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

JSI Research & Training Institute, Inc.

~~The State of~~

~~Name of the Contractor~~

Patricia M. Tilley

Katie Robert

Signature of Authorized Representative

Signature of Authorized Representative

Patricia M. Tilley

Katie Robert

Name of Authorized Representative
director

Name of Authorized Representative

Director

Title of Authorized Representative

Title of Authorized Representative

6/2/2022

5/31/2022

Date

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.

5/31/2022

Date

DocuSigned by:

Katie Robert

Name: *Katie Robert*

Title: *director*

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Contractor Initials

5/31/2022

Date



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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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