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Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

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

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

May 23, 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 for Behavioral Health, to amend an existing contract with JSI Research & Training Institute, Inc. (VC#161611), Bow, New Hampshire, for the continued implementation and operation of a facilitating organization to oversee New Hampshire's Student Assistance Programs, by exercising a renewal option, by increasing the price limitation by \$4,256,020 from \$9,200,000 to \$13,456,020 and by extending the completion date from June 30, 2025 to June 30, 2026, effective July 1, 2024, upon Governor and Council approval. 100% Other Funds (Governor Commission Funds).

The original contract was approved by Governor and Council on July 27, 2022, item #9, amended on December 7, 2022, item #8, and most recently amended on June 14, 2023, item #35.

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.

**See attached fiscal details.**

**EXPLANATION**

The purpose of this request is for the Contractor to continue its implementation and operation as a Facilitating Operation that develops and supports the infrastructure of statewide Student Assistance Programs. The Contractor will continue to ensure financial, operational, technical assistance and training supports for Student Assistance Programs including subcontracting with school districts or other organizations (sub awardees).

Approximately 15,500 individuals will be served during State Fiscal Years 2025 and 2026.

The Contractor will continue to contract with sub awardees chosen through a competitive bid process facilitated by the Contractor and monitored closely by the Department. Currently 21

student assistant program and affiliated professionals are subcontracted. The Contractor will seek to expand the number of SAPs from 21 to 45. The Contractor will continue to ensure each sub awardee provides services in fidelity with the Project SUCCESS, (Schools Using Coordinated Community Efforts to Strengthen Students), model, to New Hampshire youth in high need communities with the goal of preventing and reducing underage drinking, high risk drinking, and the use of non-medical prescription drugs, including opioids and illicit drug use.

The Department will continue to monitor services by reviewing monthly reports provided by the Contractor and conducting annual site visits to review program and financial documents.

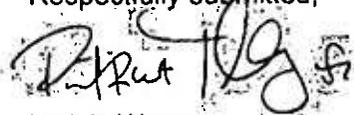
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the three (3) years available.

Should the Governor and Council not authorize this request, the ability of Student Assistance Programs to expand statewide would be limited, resulting in less available substance misuse prevention education.

Area served: Statewide.

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

Respectfully submitted,



Lori A. Weaver  
Commissioner

**FISCAL DETAILS**

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS 100% OTHER FUNDS)**

Vendor Name	JSI Research			Vendor # 161611		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074/500589	Contracts for Prog Svc	92058502	\$1,200,000	\$0	\$1,200,000
2024	074/500589	Contracts for Prog Svc	92058502	\$1,475,000	\$0	\$1,475,000
2025	074/500589	Contracts for Prog Svc	92058502	\$1,475,000	\$2,128,010	\$3,603,010
2026	074/500589	Contracts for Prog Svc	92058502	\$0	\$2,128,010	\$2,128,010
				\$4,150,000	\$4,256,020	\$8,406,020

**05-95-94-940010-24650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUNDS ( 100% FEDERAL FUNDS)**

Vendor Name	JSI Research			Vendor # 161611		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074/500589	Contracts for Prog Svc	00FRF602P H9510A	\$2,100,000	\$0	\$2,100,000
			H9510A	\$2,100,000	\$0	\$2,100,000

**05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL, PREVENTION SVS (100% FEDERAL FUNDS)**

Vendor Name	JSI Research			Vendor # 161611		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074/500589	Contracts for Prog Svc	92057502	\$1,475,000	\$0	\$1,475,000
2025	074/500589	Contracts for Prog Svc	92057502	\$1,475,000	\$0	\$1,475,000
			Subtotal	\$2,950,000	\$0	\$2,950,000

			<b>Total</b>	<b>\$9,200,000</b>	<b>\$4,256,020</b>	<b>\$13,456,020</b>
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3**

This Amendment to the Fiscal Organization for Student Assistance Program 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 July 27, 2022, (Item #9), as amended on December 7, 2022, (Item #8), and as amended on June 14, 2023, (item #35), 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:  
\$13,456,020
3. Modify Exhibit B, Scope of Services, Section 1.4., to read:
  - 1.4. The Contractor shall distribute funding in accordance with all applicable state and federal laws and regulations, via a competitive process except for the money earmarked for the two (2) Nashua SAPs. The Contractor, in collaboration with the Department, will develop and conduct the competitive bid process including a funding rubric for school districts and other organizations to apply to implement SAPs based on the Project SUCCESS model in identified NH middle and high schools including:
    - 1.4.1. Universal or School Wide Prevention Strategies;
    - 1.4.2. Prevention Curriculum Based Education in a minimum of two (2) grade levels (e.g. seventh grade and ninth grade);
    - 1.4.3. Using the Global Appraisal of Individual Needs-Short-Screener (GAIN-SS) to screen students for behavioral health issues who are referred to the program;
    - 1.4.4. Using the screening results to refer students out to services or assign them to individual and/or peer support sessions;
    - 1.4.5. Providing parent education and consultation on substance misuse and mental health issues relative to adolescents;
    - 1.4.6. Providing consultation to school staff and administration as needed; and
    - 1.4.7. Ensuring consent is acquired from each participant and their parent or guardian, as applicable, for all services provided through this Agreement.
4. Modify Exhibit C, Payment Terms, Section 1., to read:
  1. This Agreement is funded by:
    - 1.1. 15.61% Federal Funds, American Rescue Plan Act, Governor's Office for Emergency Relief and Recovery (GOFERR).
    - 1.2. 21.26% Federal Funds, Mental Health Block Grant, as awarded on February 10, 2022 by the Substance Abuse Mental Health Administration Services, Substance Use

Prevention, Treatment Recovery, Assistance Listing Number #93.959 FAIN# T1085821, TI087053.

- 1.3. 62.47 % Other Funds (Governor Commission Funds)
- 1.4. 0.66 % General Funds.
5. Modify Exhibit C Payment Terms, Section 3., to read:
  3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-4, Amendment #3, Budget.
6. Modify Exhibit C-3, Amendment #2, Budget by replacing it in its entirety with Exhibit C-3 Amendment #3, Budget, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Amendment #3, Budget which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments 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

5/23/2024

\_\_\_\_\_  
Date

DocuSigned by:

*Katja S. Fox*

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\_\_\_\_\_  
Name: Katja S. Fox

Title: Director

JSI Research & Training Institute, Inc.

5/23/2024

\_\_\_\_\_  
Date

DocuSigned by:

*Katie Robert*

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\_\_\_\_\_  
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

5/23/2024

Date

DocuSigned by:  
*Robyn Guarino*

748734844941460...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services	
<b>Contractor Name:</b>	<i>JSI Research &amp; Training Institute, Inc.</i>
<b>Budget Request for:</b>	<i>Fiscal Organization for Student Assistance Program</i>
<b>Budget Period</b>	<i>7/1/2024 - 6/30/2025</i>
<b>Indirect Cost Rate (if applicable)</b>	26.20%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$300,000
2. Fringe Benefits	\$142,110
3. Consultants	\$2,000
4. Equipment	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$1,000
7. Software	\$0
8. (a) Other - Marketing/Communications	\$1,000
8. (b) Other - Education and Training	\$3,500
8. (c) Other - Other (specify below)	
<i>Other (please specify) SAP Trainings (this includes room rentals to hold trainings food, materials, and supplies)</i>	\$20,000
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$4,485,362
<b>Total Direct Costs</b>	<b>\$4,954,972</b>
<b>Total Indirect Costs</b>	<b>\$123,038</b>
<b>TOTAL</b>	<b>\$5,078,010</b>

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Contractor Initial

Date 5/23/2024

New Hampshire Department of Health and Human Services	
<b>Contractor Name:</b>	JSI Research & Training Institute, Inc.
<b>Budget Request for:</b>	Fiscal Organization for Student Assistance Program
<b>Budget Period</b>	7/1/2025 - 6/30/2026
<b>Indirect Cost Rate (if applicable)</b>	26.20%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$295,000
2. Fringe Benefits	\$139,742
3. Consultants	\$2,000
4. Equipment	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$1,000
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	2500
8. (c) Other - Other (specify below)	
Other (please specify) SAP Trainings (this includes room rentals to hold trainings)	\$15,000
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$1,553,495
<b>Total Direct Costs</b>	<b>\$2,008,737</b>
<b>Total Indirect Costs</b>	<b>\$119,273</b>
<b>TOTAL</b>	<b>\$2,128,010</b>

Contractor Initial 

Date 5/23/2024

# 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: 0006112344



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of February A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

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: May 15, 2024

Antonia Powell  
Antonia Powell (May 15, 2024 10:05 EDT)  
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.

## Community Health Institute

### Mission Statement

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

**Consolidated Financial Statements and  
Report of Independent Certified Public  
Accountants**

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

**September 30, 2022**

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**GRANT THORNTON LLP**  
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## REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors  
JSI Research and Training Institute, Inc.

### Opinion

We have audited the consolidated financial statements of JSI Research and Training Institute, Inc. and affiliates (the "Organization"), which comprise the consolidated statement of financial position as of September 30, 2022, 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 Organization as of September 30, 2022, and the results of its operations 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). 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 Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Emphasis of matter

As discussed in Note 2 to the financial statements, the Company adopted ASC 842, *Leases*. Our opinion is not modified with respect to this matter.

### 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 Organization'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 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, 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 Organization'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 Organization'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.

*Grant Thornton LLP*

Boston, Massachusetts  
June 23, 2023

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

September 30, 2022

**ASSETS**

**Current assets**

Cash and cash equivalents	\$ 135,644,320
Receivables for program work	62,892,167
Field advances - program	369,148
Employee advances	226,208
Inventory	94,095,116
Prepaid expenses and other current assets	<u>8,329,980</u>

Total current assets

301,556,939

**Property and equipment, net**

6,140,810

**Right-of-use assets**

46,287,443

**Other assets**

1,924,467

Total assets

\$ 355,909,659

**LIABILITIES AND NET ASSETS**

**Current liabilities**

Accounts payable and accrued expenses	\$ 76,892,610
Accrued vacation	2,581,182
Lease liabilities	6,256,935
Advances for program work	<u>118,984,554</u>

Total current liabilities

204,715,281

**Long-term lease liabilities**

40,113,086

**Net assets**

Without donor restrictions	110,330,625
With donor restrictions	<u>750,667</u>

Total net assets

111,081,292

Total liabilities and net assets

\$ 355,909,659

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, 2022

<b>Net assets without donor restrictions</b>	
Support and revenue	
Public support	
Global Fund	\$ 520,244,115
Government grants and contracts	
U.S. Government	292,813,688
Commonwealth of Massachusetts	9,655,120
Other grants and contracts	93,052,631
Contributed net assets (see Note 3)	29,935,825
Program income	182,785
Contributions	2,492,119
Net assets released from restriction	1,165
In-kind project contributions	2,031,763
Other income	1,051,847
Interest income	824,681
Total support and revenue	952,285,739
Expenses	
Program services	
International programs	810,650,968
Domestic programs	56,826,805
Total program services	867,477,773
Supporting services	
Management and general	37,596,448
Fundraising	1,134,482
Total supporting services	38,730,930
Other expenses	
Income taxes	727,764
Unallowable costs	1,137,202
Total expenses	908,073,669
Change in net assets without donor restrictions	44,212,070
<b>Net assets with donor restrictions</b>	
Contributions, net of net asset releases of \$1,165	202,251
<b>CHANGES IN NET ASSETS</b>	44,414,321
<b>Net assets at beginning of year</b>	66,666,971
<b>Net assets at end of year</b>	<u>\$ 111,081,292</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, 2022

	Program Services			Supporting Services		
	International Programs	Domestic Programs	Total	Management and General	Fundraising	Total
Commodities	\$ 488,455,677	\$ -	\$ 488,455,677	\$ -	\$ -	\$ 488,455,677
Freight costs	53,466,245	-	53,466,245	-	-	53,466,245
Salaries	36,932,616	33,975,418	70,908,034	23,856,668	954,645	95,519,347
Consultants	21,333,897	9,788,237	31,122,134	3,582,321	24,303	34,728,758
Cooperating national salaries	62,664,496	1,261,654	63,926,150	549,662	-	64,475,812
Travel	28,709,942	1,249,082	27,959,024	550,719	-	28,509,743
Allowance and training	7,774,631	238,941	8,013,572	704,063	21,311	8,738,946
Subgrants	31,324,937	207,651	31,532,588	36,025	1,778	31,570,391
Subcontracts	53,221,609	5,020,271	58,241,880	168,305	-	58,410,185
Equipment, material and supplies	14,228,848	607,686	14,836,534	1,462,607	3,435	16,302,576
Other costs	30,428,054	4,406,185	34,834,239	5,290,802	129,010	40,253,851
Information technology	83,074	-	83,074	320,999	-	404,073
Non-commodity	871,175	-	871,175	-	-	871,175
Quality assurance	6,623	-	6,623	-	-	6,623
VAT	635,635	71,680	707,315	-	-	707,315
In-kind project expenses	2,513,509	-	2,513,509	-	-	2,513,509
Depreciation	-	-	-	1,274,477	-	1,274,477
<b>Total expense</b>	<b>\$ 810,650,968</b>	<b>\$ 56,826,805</b>	<b>\$ 867,477,773</b>	<b>\$ 37,596,448</b>	<b>\$ 1,134,482</b>	<b>\$ 906,208,703</b>

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, 2022

<b>Cash flows from operating activities:</b>	
Change in net assets	\$ 44,414,321
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	1,274,477
Contributed net assets, net of cash received	(9,379,099)
(Increase) decrease in operating assets:	
Receivables for program work	(6,345,756)
Field advances - program	(202,448)
Employee advances	(49,181)
Prepaid expenses and other current assets	(5,005,608)
Other assets	(278,468)
Inventory	(8,643,634)
Right-of-use assets	(46,287,443)
Increase (decrease) in operating liabilities:	
Accounts payable and payroll withholdings	(9,846,920)
Accrued vacation	452,192
Advances for program work	32,795,538
Lease liabilities	46,370,021
	<u>39,267,992</u>
Net cash provided by operating activities	<u>39,267,992</u>
<b>Cash flows from investing activities:</b>	
Acquisition of property and equipment	<u>(39,483)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	<b>39,228,509</b>
Cash and cash equivalents at beginning of year	<u>96,415,811</u>
Cash and cash equivalents at end of year	<u><u>\$ 135,644,320</u></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, 2022**

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

JSI Research and Training Institute, Inc. ("R&T") was incorporated in the Commonwealth of Massachusetts on April 11, 1979. R&T 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.

R&T is the sole member of World Education, Inc. ("WEI"), The Partnership for Supply Chain Management, Inc. ("PFSCM"), and the sole shareholder (effective November 29, 2021) of John Snow, Inc. ("JSI"). R&T 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.

WEI 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. WEI's financial data is consolidated utilizing its fiscal year-end financial statements, as of and for the year ended June 30, 2022.

PFSCM was incorporated on February 14, 2005, under the laws of Massachusetts. PFSCM began operations on October 1, 2005. PFSCM's project teams collaborate with institutions that are among the most trusted names in international public health and development. This includes four institutions, each offering unique capabilities that ensure that high-quality ARV drugs, HIV tests, and other supplies for treating HIV/AIDS are available to the people, patients, clinicians, laboratory technicians, and others who need them.

JSI is an international management-consulting firm organized on May 29, 1975, in the Commonwealth of Massachusetts. JSI provides research and consulting services to public health programs, health care and service sectors. Its mission is to work with clients to improve the quality of their operations. Current funding is principally with the United States Agency for International Development. Community Economics Corporation ("CEC") and John Snow India Private Limited ("JSIPL") are JSI affiliates and wholly owned subsidiaries of JSI. Effective November 29, 2021, R&T became the sole shareholder of JSI, a previously related party. See Note 3 for further discussion.

R&T and its affiliates, excluding JSI, are tax exempt organizations under 501(c)(3) of the Internal Revenue Code ("IRC").

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

***Principles of Consolidation***

The consolidated financial statements include the accounts of R&T, WEI, JSI (from November 29, 2021), and PFSCM, (collectively referred to as the "Organization"). All intercompany balances 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 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

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022

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.

***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 \$8,590,186 at September 30, 2022.

***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 – 27.5 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.

***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 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, 2022, the Organization had \$374,342,877 of conditional grants and contracts not recognized as revenue in the statement of activities.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2022**

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, 2022, included in advances for program work is \$85,104,283 of deferred revenue related to exchange transactions, which will be recognized as revenue upon completion of delivery of commodities and receipt by the customer. Also included in the advances for program work, is \$33,880,271 of non-exchange grant funding received in advance of revenue being earned.

***Donated Materials and Services***

Donated materials and services are recorded as in-kind project contributions at their estimated fair market value as of the date of receipt and as an expense in the accompanying consolidated statement of activities. Donated services are recognized if the services received create or enhance non-financial assets or require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

***Income Taxes***

R&T, PfSCM, and WEI are exempt from income taxes under Section 501(c)(3) of the IRC and are not private foundations as described in Section 509.

JSI is corporation that is subject to Federal, state, and other jurisdiction income taxes.

Accordingly, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. These assets and liabilities are measured using rates expected to be in effect when these timing differences reverse. Valuation allowances are provided to the extent that tax assets are not likely to be recovered.

Deferred tax is recognized on temporary differences between the carrying amounts of assets and liabilities in the consolidated financial statements and the corresponding tax base used in the computation of taxable profit. Deferred tax liabilities are generally recognized for all taxable temporary differences. Deferred tax assets are recognized for all taxable temporary differences to the extent that it is probable that taxable profits will be available against which those deductible temporary differences can be utilized. A valuation allowance is established against a deferred tax asset when it is more likely than not that the asset or any portion thereof will not be realized.

JSI 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. JSI has filed all of its known and required returns in a timely manner including, as permitted, allowed extensions. Following administrative practice of the taxing authorities, the tax years 2017 through 2022 remain open years subject to possible examination and review.

***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, 2022**

***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, 2022 was \$0. Included in receivables for program work is \$52,037,795 of amounts billed and \$10,854,372 of amounts unbilled at September 30, 2022.

***Recent Accounting Pronouncements***

In February 2016, the FASB issued Accounting Standards Updated ("ASU") 2016-02, *Leases* (Topic 842), and issued additional accounting standards updates which provided changes, modifications, clarifications, and interpretations related to this guidance thereafter (collectively, "Topic 842"). Topic 842 amends a number of aspects of lease accounting, including requiring lessees to recognize almost all leases with a term greater than one year as a right-of-use (ROU) asset and corresponding liability, measured as the present value of the future lease payments. JSI adopted Topic 842 as of January 1, 2022 using the modified retrospective transition method.

The new standard provides a number of optional practical expedients in transition. JSI elected the practical expedients to not reassess its prior conclusions about lease identification under the new standard, to not reassess lease classification, and to not reassess initial direct costs. JSI has not elected the practical expedient to use hindsight in determining the lease term at the adoption date and has not elected the practical expedient pertaining to land easements as this is not applicable to the current contract portfolio.

The new guidance also provides practical expedients and accounting policy elections for ongoing lease accounting. JSI has elected the recognition exemption for short term leases for all leases that qualify. Under this exemption, JSI will not recognize ROU assets or lease liabilities for those leases that qualify as a short-term lease (a lease term of 12 months or less), which includes not recognizing ROU assets or lease liabilities for existing short-term leases of those assets in transition. JSI has elected the practical expedient to not separate lease and non-lease components for all existing asset classes. JSI has elected the nonpublic business entity accounting policy alternative to use a risk-free discount rate instead of JSI's incremental borrowing rate for all existing asset classes.

Upon adoption, JSI recognized operating lease right-of-use assets of approximately \$46,300,000 and operating lease liabilities of approximately \$46,400,000.

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

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022

**NOTE 3 - CHANGE IN CONTROL**

Prior to November 29, 2021, JSI was a related party to R&T, as the sole shareholder of JSI was also an executive and Board member of R&T. Effective November 29, 2021, R&T received a donation for the outstanding shares of JSI, and as such became the sole shareholder. As a result, R&T recorded a contribution received for the net assets of JSI, at the date of donation. Details of the assets and liabilities received by R&T as of the date of the donation are as follows:

Cash and cash equivalents	\$ 20,556,725
Accounts receivable	12,223,327
Employee advances	80,672
Prepaid expenses and other current assets	968,067
Other assets	1,151,293
Property and equipment	4,653,057
Accounts payable and accrued expenses	<u>9,697,317</u>
Net assets	<u>\$ 29,935,824</u>

**NOTE 4 - CONCENTRATION OF CREDIT RISK - CASH**

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 5 - PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION**

Property and equipment and accumulated depreciation account balances as of September 30, 2022:

	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net</u>
Furniture and equipment	\$ 4,394,050	\$ 4,307,290	\$ 86,760
Leasehold improvements	11,991,767	5,937,717	6,054,050
	<u>\$ 16,385,817</u>	<u>\$ 10,245,007</u>	<u>\$ 6,140,810</u>

Depreciation expense was \$1,274,477 for the year ended September 30, 2022.

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

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022

**NOTE 6 - ADVANCES FOR PROGRAM WORK**

Advances for program work consist of the following at September 30, 2022:

Bill and Melinda Gates Foundation	\$ 19,289,075
Various donors	30,430,204
Global Fund	68,195,782
Doris Duke Charitable Foundation	<u>1,069,493</u>
	<u>\$ 118,984,554</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 7 - DEBT**

WEI has a revolving line of credit with a bank with a borrowing limit of up to \$500,000. The revolving line of credit is subject to annual renewal each September. Borrowings are due on demand. Interest is charged by utilizing a fluctuating rate based on the one-month Bloomberg Short-term Bank ("BSBY") yield plus 2.50%, which at September 30, 2022 was 5.59%. The loan is collateralized by a first priority interest in all the assets of WEI. As of September 30, 2022, there were no outstanding borrowings under this agreement.

JSI has a revolving demand loan with a bank. The loan allows for borrowings up to \$6,500,000. Interest is charged by utilizing a fluctuating rate based on a per annum rate equal to 2.00% above the one-month BSBY, payable monthly in arrears, which at September 30, 2022 was 5.09%. The loan is collateralized by a security agreement with a first lien on all business assets of JSI and R&T, including assignment of promissory notes and security documents between the two companies. The bank's agreement to advance funds is subject to an annual review in April. As of September 30, 2022, there were no outstanding borrowings under this agreement.

**NOTE 8 - 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.

Provisional indirect cost rates are negotiated with the AID on an annual basis. As of September 30, 2022, actual indirect cost rates have been approved by AID for JSI Research and Training Institute, Inc and JSI through December 31, 2015 and WEI through June 30, 2021. 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.

**NOTE 9 - NET ASSETS**

Donor restricted net assets as of September 30, 2022 are restricted for use in specific programs and/or projects that are specified by the donor.

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

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022

Included in net assets without donor restrictions as of September 30, 2022, are common stock and retained earnings (of JSI) totaling \$2,925 and \$27,911,650, respectively.

As of September 30, 2022, JSI has 875 shares of \$1 par value common stock authorized, issued and outstanding. As of September 30, 2022, JSIPL has 1,000 shares of no-par value common stock authorized, and 100 shares issued and outstanding.

**NOTE 10 - RELATED PARTY TRANSACTIONS***John Snow, Inc.*

As discussed in Note 3, JSI was donated to R&T on November 29, 2021. R&T and JSI purchase consulting services from each other. The two companies bill each other at the same rates that they bill federal and state governments. Any transactions from November 29, 2021 forward, between JSI and R&T, have been eliminated in consolidation. Prior to November 29, 2021, JSI billed R&T \$3,635,932 for consulting services (technical support). This amount is reflected under program services - consulting totaling \$3,139,516 and program services - other costs totaling \$496,416, on the consolidated statements of functional expenses, respectively. In addition, during the year end September 30, 2022, R&T performed consulting services (technical support) for JSI, totaling \$1,219,068.

R&T received \$1,500,000 unrestricted contribution from a Board member, during the year ended September 30, 2022.

WEI has an agreement with JSI whereby JSI 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 WEI and JSI from September 1, 2022 to November 29, 2022, are summarized as follows:

Administrative and technical support	\$ 297,840
Other direct charges (including rent of \$176,008)	<u>243,308</u>
	<u>\$ 541,148</u>

*Other*

The Organization has an agreement to purchase services from a company that JSI holds a minority interest in. Transactions with this company were charged to sub-contracts expense and totaled \$1,481,155 for the year ended September 30, 2022. JSI's (40%) ownership interest in this company has been accounted for as an equity investment, which is included within other assets in the accompanying statement of financial position. The balance of this investment was approximately \$786,000 as of September 30, 2022.

**NOTE 11 - 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, to the plan. In addition, employees receive a 100% match on the first 2% of employee 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 \$3,260,428 for the year ended September 30, 2022.

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.

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

**September 30, 2022**

Additional voluntary contributions may be made by the employees. Participants of the plan are fully and immediately vested when contributions are made. Pension was \$404,103 for the year ended June 30, 2022.

JSI has a defined contribution profit sharing/401(k) plan covering substantially all its employees. Employee contributions are voluntary. As of July 1, 2018, JSI contributes an amount equal to 7% of the employee's monthly earnings, funded with each month's payroll. In addition, employees will receive a 100% match on the first 2% of contributions made to their retirement account. Employees who are contributing less than 2% of their pay to their retirement account will automatically be enrolled at 2% either at the time of hire, or annually in July. Pension expense was \$1,678,825 for the year ended September 30, 2022.

**NOTE 12 - COMMITMENTS**

***Operating Leases***

R&T leases space for general offices under operating leases expiring from 2023 through 2027. The leases contain renewal options for periods of up to five years.

During the years ended September 30, 2022, rent expense under long-term lease obligations were \$612,812. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2022 are:

2023	\$ 493,931
2024	417,663
2025	430,889
2026	349,742
2027	
	<u>\$ 1,692,225</u>

WEI leases space for general offices on a year-to-year basis. Rent expense for the year ended June 30, 2022 was \$1,094,171.

JSI leases space for general offices under operating leases expiring at various dates through 2030. The leases contain renewal options for five to ten-year periods, which are primarily considered operating right-of-use assets under ASC 842.

JSI future obligations over the primary terms of the Company's long-term leases as of September 30, 2022 are:

2023	\$ 6,258,994
2024	6,219,901
2025	4,217,793
2026	6,158,962
2027	6,498,956
Thereafter	18,887,667
	<u>\$ 48,242,274</u>

During the year ended September 30, 2022, operating lease costs for JSI were \$4,156,256. JSI does not have any finance leases.

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

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022

Supplemental information related to JSI's leases as of September 30, 2022, consist of the following:

Weighted-average remaining lease term (in months)	90
Weighted-average discount rate	1.62%

The following summarizes cash flow and supplemental noncash information related to JSI's leases for the year ended September 30, 2022:

Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	\$ 4,839,276
Right-of-use assets obtained in exchange for new lease liabilities	46,287,443

**NOTE 13 - CONCENTRATION OF FUNDING**

The Organization received 10% or more of its revenues and support from the following sources for the year ended September 30, 2022:

	Revenue	% of Total Income
The Global Fund (PfSCM)	\$ 533,596,600	56%
U.S. Agency for International Development (R&T, JSI and WEI)	\$ 262,116,971	27%

**NOTE 14 - 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.

The following reflects the Organization's financial assets as of September 30, 2022, reduced by amounts not available for general use within one year due donor-imposed restrictions:

Cash and cash equivalents	\$ 135,644,320
Receivables for program work	62,892,168
	198,536,488
Total financial assets available within one year	198,536,488
Less donor restricted assets	(750,667)
	\$ 197,785,821
Total financial assets available to management for general expenditures within one year	\$ 197,785,821

The organization also has two committed lines of credit with availability of \$7 million, which it could draw upon in the event of an unanticipated liquidity need (see Note 7).

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2022**

**NOTE 15 - SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through June 23, 2023, the date on which the consolidated financial statements were available to be issued. On November 3, 2022, the R&T Board of Directors unanimously voted to approve a merger of WEI into R&T, effective July 1, 2023.



JSI  
44 Farnsworth St  
Boston, MA, 02210  
+1 617 482 0617

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

**Abdourahmane Diallo, MD, MPH**

Board Member

World Health Organization Representative, Kenya

**Alina Rocha Menocal**

Board Member

Principal Research Fellow, Politics and Governance

**Hafiz Adamjee, M.S.**

Board Member

Retired, former executive at Novartis

**Kulleni Gebreyes**

Board Member

Principal at Deloitte

**Margaret Crotty**

Board Member (ex officio JSI CEO)

President/CEO

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

Board Member

William and Jacalyn Egan Professor of Management

**Nneka Mobisson**

Board Member

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

**Sandro Galea, MD, MPH, DrPH**

Board Chair

Dean and Robert A. Knox Professor

**Topsy Kola-Oyeneyin**

Board Member

Partner at McKinsey & Company

# **RYAN BARRY**

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

## **EDUCATION**

**UNIVERSITY OF MASSACHUSETTS, AMHERST**  
*.MPH, Health Policy and Management, 2017.*

**UNIVERSITY OF MASSACHUSETTS, AMHERST**  
*B.S. Public Health, 2016*  
*Public Policy and Administration Certificate*

## **EXPERIENCE**

**JSI, Bow, New Hampshire**  
*Prevention Consultant, July 2023-present*

**NH Student Assistance Network**  
**NH Prevention Certification Board**  
**BDAS, The Partnership**  
**NHCF Center Core**  
**CBP SFY24**

**Quinsigamond Community College, Worcester, MA**  
*Adjunct Faculty, August 2018-present*

*Instruct introductory courses in the fields of public health, global health, and personal health. Meet with students to go over course success plans, grade assignments, work with faculty to increase best practices of education delivery.*

**University of Massachusetts, Amherst, Amherst, MA**  
*Adjunct Faculty, September 2021-present*

*Instruct introductory course on global health exclusively online. Lead an asynchronous course that utilizes discussion based learning instead of traditional lecture format.*

**City of Chelsea Health and Human Services, Chelsea, MA**  
*Regional Coordinator, November 2017 - June 2023*

*Managed a regional substance use prevention grant in the communities of Chelsea, Revere, and Saugus. Maintained and built partnerships with local municipalities, hospital systems, state agencies, health coalitions, and school departments. Developed and oversaw an annual budget of \$250,000 for regional strategies related to substance use prevention, mental health first aid, school policy change, and social marketing. Engaged with core planning team members and extended stakeholders to mobilize a coordinated strategic planning process for the three participating communities*

**University of Massachusetts, Amherst, Amherst, MA**  
*Graduate Teaching Assistant, June 2016 - June 2017*

*Supported a tenured associate professor in course instruction, function, and planning of the 165 undergraduate student course - Public Health 129, Health Care for All. Instructed designated courses on select topics, led review sessions. Evaluated student performance and handled course communication.*

## **COMPUTER SKILLS**

Microsoft Office  
Google Suite



# AMY DANIELS

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## EDUCATION

BOSTON COLLEGE  
*Master of Social Work*

UNIVERSITY OF NEW HAMPSHIRE  
*Bachelor of Social Work*

## EXPERIENCE

JSI, Bow, New Hampshire  
*Senior Consultant, 2014 - present*

**NH Center for Excellence on Addiction. Projects Director.** *January 2016 – present.* Direct statewide training and technical assistance center serving professionals across the substance misuse continuum of care. Leading state-level initiatives to support provider- and system-level change across the substance misuse continuum of care which has included leading a large team and multiple projects in consultation, training, technical assistance, data analysis and evaluation for alcohol and other drug misuse prevention, harm reduction, substance use disorder treatment, recovery support services, continuum of care development, and integration of behavioral health into primary care. Work has included:

- authoring annual NH Governor's Commission on Alcohol and other Drugs reports,
- co-authoring NH's strategic plan to address OUD and other substance use disorders,
- developing Communities of Practice and Project ECHO learning opportunities, and
- providing systems change consultation as a nationally recognized SBIRT expert.

**NH Student Assistance Network.** *July 2022 - present.* Founding director of the facilitating organization for student assistance programs. Provide subcontracts to eligible school districts, and multifaceted technical assistance and training to counselors and school administrators.

**NH Medicaid to Schools Technical Assistance Center.** *February 2021 - present.* Founding director of TA Center designed to support school districts and state agencies to maximize utilization of federal Medicaid resources for eligible participants in school settings to streamline access to behavioral health for students and families.

**NH Governor's Commission on Alcohol and other Drugs.** *January 2016 - present.* Provide expertise and support to the Commission including policy analysis and recommendations, aggregating and reporting, and TA to task forces and workgroups formed by the Commission.

**NH Opioid Litigation Case Research.** *July 2020-October 2020.* Retained to identify and collect data for opioid epidemic mitigation related programming in New Hampshire.

**Opioid Resource Network Prevention Convening White Paper.** *January - March 2020.* Co-authoring summary and recommendations document after national meeting of alcohol and other drug prevention experts.

**HRSA Behavioral Health Center for Excellence.** *October 2019 – December 2020.* Providing subject matter expertise and technical assistance to HRSA grantees throughout the United States.

**NH State Youth Treatment Initiative.** *April 2017 – 2020.* Authored the planning grant awarded to NH DHHS by SAMHSA. Providing subject matter expertise, strategic planning, and systems development TA to plan and implement a comprehensive system of care for youth and young adults with substance use disorders.

**NHCF Youth SBIRT Initiative.** *2014 - 2017.* Development of written guidance, website, and supportive implementation materials. TA and training onsite, through a learning collaborative, and at national conferences throughout the US. Nationally recognized SBIRT expertise.



**New Futures, Concord, NH**

*Policy Director, 2010-2014*

Responsible for advocacy to maximize the implementation of the Affordable Care Act in New Hampshire, particularly in policy areas impacting the potential increase of access to treatment for substance use disorders through Medicaid expansion and parity in the federally facilitated Marketplace.

**Waypoint (Child and Family Services of New Hampshire), Statewide, NH**

*Youth and Young Adult Programs Director, 1992-2010*

Progressive 18 year career at statewide, non-profit child services organization. Developed, implemented and directed

- alcohol and other drug prevention programs;
- comprehensive youth/young adult substance use disorder outpatient and intensive outpatient services;
- runaway and homeless youth prevention and emergency response; and
- homeless street outreach programs in communities throughout NH.

Including federal, state, local and charitable grant writing and contract management; development and oversight of \$1.5 million annual budget and management and supervision of 20+ staff members.

**Southern New Hampshire University, Manchester, NH**

*Sociology Adjunct Professor, 2017 – 2018*

Develop and delivered Bachelor's level classes including Introduction to Sociology, and the Sociology of Social Problems.

**Hesser College, Concord and Manchester, NH**

*Psychology/Sociology Adjunct Professor, 2008-2012*

Developed and delivered Bachelor's level classes including Intro to Sociology, Intro to Psychology, and Intro to Human Behavior.

**Direct Services, various locations, NH, 1988-1992**

**PROFESSIONAL AWARDS**

**Lifetime Achievement Award**

*New Hampshire Alcohol and Drug Abuse Counselors Association, 2012*

**Executive Director's Award**

*New Futures, 2011*

**RECENT PUBLICATIONS**

NATIONAL COUNCIL ON BEHAVIORAL HEALTH PRACTICE TRANSFORMATION TEAM MEMBER. **IMPROVING ADOLESCENT HEALTH: FACILITATING CHANGE FOR EXCELLENCE IN SBIRT (2020).**

LaFave, L.R., Bradley, M., Murray, A.R., Pepin, A.L., Sprangers, K.S. & Thies K.M. (2018). **Lessons learned from implementing screening, brief intervention, and referral to treatment for youth and young adults in primary care settings. Integrative Pediatrics and Child Care. 1(1), 8-13.**

# LAUREN FERRIDGE

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## EDUCATION

DARTMOUTH COLLEGE  
*BACHELORS IN BIOLOGY CONC. EPIDEMIOLOGY AND GLOBAL HEALTH, 2023*

## EXPERIENCE

**JSI Research & Training, Inc., Boston, Massachusetts**  
*Project Associate I, July 2023-Present*

**Viral Hepatitis Elimination Plan** – Provide viral hepatitis prevention and surveillance services in collaboration with the NH Division of Public Health Services, Maine Centers for Disease Control (ME CDC), and the Vermont Department of Health (VT DOH). Specific tasks include high-level qualitative analysis of interviews, participation in iterative development of elimination goals and objectives, presenting findings and facilitating brainstorming in virtual workgroups to over 100 external stakeholders. Adept at using software applications to support project processes including Miro, Canva, and Zoom.

**Dementia Hub Project** – Conducting a community assessment in the seacoast area of New Hampshire to design and provide useful, sustainable, and accessible caregiver support for those looking after family members with dementia. Independently conducted a literature review (within first months with JSI) on the scientific models and pilot programs for caregiver support. The final review included 40+ peer-reviewed sources about caregiver support for caregivers of both dementia and other chronic illnesses spanning several different journals and search engines. The information of the review was presented to grassroots stakeholders to guide the creation of their caregiver support program.

**NH Student Assistance Network** – Developing, aligning, and promoting the Student Assistance Program (SAP), in collaboration with the NH Bureau of Drug and Alcohol Services, to provide group and individual technical assistance, community learning collaboratives, and support for evaluation and sustainability programming for schools with SAPs. Conducting administrative tasks with efficiency, a high level of autonomy, and attention to detail; organizing site visits, designing and preparing materials for internal, external, and TA meetings. Taking on creative and research roles to develop a Vaping Toolkit to disseminate amongst schools.

**NH Governor's Commission on Alcohol and Other Drugs, Assistance to Coordination and Cooperation Task Force** – Providing technical assistance and logistical support to NH Governor's Commission on Alcohol and Other Drugs. Duties include organizing and prepare materials for task force meetings, taking detailed minutes at meetings, promptly creating formal summary and minutes to be shared on the Center for Excellence website.

**EngenderHealth Washington, D.C.**  
*Gender, Youth, and Social Inclusion (GYSI) Intern, 2022*

Researched and analyzed current literature to compile a thematic literature review exploring the impact of sports inclusion and interventions on adolescent sexual and reproductive health. Interacted with existing partners and inspired new collaborations to complete a concept note supporting integrating sports into gender equality programming that was presented to the broader Engender Health community at the conclusion of the internship.

**Dartmouth Global Health Fellow Hanover, NH**  
*Program Participant, 2022-2023*

Engage in activities in global health methods, equity, access, security, and leadership to consider complex global challenges around health and wellness, human rights, health security and health diplomacy. Developed skills including communication, diversity awareness, public health policy analysis through a variety of events including a pandemic outbreak simulation.

## CERTIFICATIONS

*CITI Human Subjects Research for Social and Behavioral Research. Exp. August 2028*



*HIPAA For Business Associates. Exp. Aug 2024*

*Dartmouth Global health Fellow Certification. 2022-2023*

Awarded by the John Sloan Dickey Center for International Understanding for excelling in requirements of the GHF program.

## **COMMUNITY SERVICE**

*Volunteer with the Period Poverty Project. 2023*

Assisted a Hanover based group to make washable and reusable menstrual pads to send to orphanages and schools in West Africa.

## **COMPUTER SKILLS**

Highly skilled at using Canva and Miro.

Proficient in G-suite and Microsoft programs including Excel.

Familiarity with STATA.

# HANNAH OWEN

*JSI Research & Training, Inc. dba Community Health Institute*

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## EDUCATION

TUFTS UNIVERSITY  
*M.S. Infectious Disease and Global Health 2019*

UNIVERSITY OF NEW HAMPSHIRE  
*B.S. Biomedical Science 2017*

## EXPERIENCE

**JSI Research and Training Institute, Inc., dba Community Health Institute, Bow, New Hampshire**  
*Analyst, February 2023 - present*  
*Project Associate, February 2020 - February 2023*

### *Current Projects*

#### **Rhode Island Social Host Law Campaign**

Serves as Project Director responsible for scope development, client relations, managing the work plan and budget, and coordinating management meetings. Also supported facilitation of television and radio advertising run. Previously conducted formative research on underage drinking habits and the provision of alcohol to underage persons by older friends and family members. The campaign, Rhode Rules for Rhode Island, aims to increase awareness about the Rhode Island Social Host law through social media and partner engagement awareness strategies, in the 20 Rhode Island towns covered by the Partners for Success Coordinators. The campaign was also named a finalist for the 2022 Ragan PR Daily Awards under the Public Service Campaign category.

#### **Maine Prediabetes Marketing**

Serves as Project Director responsible for scope development, client relations, managing the work plan and budget, coordinating management meetings, and project reporting. Also previously conducted formative research for the development of a marketing plan targeting Maine residents at risk for diabetes, and supported the refresh and redesign of the program's existing website, RethinkDiabetes.org, including User Experience testing. The Rethink Diabetes program aims to increase awareness of prediabetes and diabetes and to connect Mainers to existing diabetes prevention and management services.

#### **NH Student Assistance Network**

Serves as Contract Manager responsible for contract and budget management. Manages over 20 subcontracts and budgets as well as the project contract budget. Works closely with subcontractor to ensure subcontract requirement adherence and to aid in subcontract budget development. The NH Student Assistance Network develops and promotes Student Assistance Programs and provides group and individual technical assistance, a Community of Practice learning collaborative, and support with evaluation and sustainability planning. Also wrote a section of the winning proposal related to back office functions and contract management.

### **NH Prevention Certification Board Administration and Project Management**

Serves as Board Administrator responsible for managing the application and certification process of Certified Prevention Specialists in New Hampshire through the NH Prevention Certification Board. As Project Manager responsible for task tracking, workflow management, and coordinating committee meetings. Also responsible for developing a quarterly newsletter and project sustainability plan.

### ***Past Projects***

#### **Binge-Free 603: What's Your Reason, Young Adult Binge Drinking Prevention Campaign**

Served as Project Associate to facilitate outreach to organize young adult focus groups. Binge Drinking Prevention in NH. Research for this campaign has involved peer group or network identification and validation in NH, the theories of social marketing and behavior change and may involve social media, traditional media, and youth leadership with a statewide media buy.

#### **The Partnership @drugfreeNH**

Served as Project Manager responsible for tracking deliverables, communicating with the client, project announcement e-blasts to partners, managing work plans, managing the budget, and quarterly reporting. Also assisted with the collecting of substance use disorder resources, the writing of website content, and assisting in the development of online survey testing and the analysis and presentation of the collected data. The campaign involves the theories of social marketing and behavior change, social media, and traditional media.

#### **NH Maternal Marijuana and Alcohol Campaign**

Served as Project Associate to research and describe the current knowledge regarding marijuana and alcohol use during pregnancy. Formative research includes online survey testing (MaxDiff, conjoint), focus groups and digital a/b testing. Creative development included video production and a statewide digital campaign. The campaign, Today Is For Me., includes a provider toolkit to support campaign messages. Work included collaboration with the NH Governor's Commission on Alcohol and Other Drugs, Perinatal Substance Exposure Task Force.

#### **NH Community-Based Partnership for Comprehensive Tobacco Control**

Served as Project Manager of marketing tasks responsible for tracking deliverables, communicating with the clients, managing the work plan, coordinating management meetings, and quarterly reporting. Also conducted formative research to support the development of a statewide multi-media marketing strategy for mass-reach communication interventions of a comprehensive tobacco prevention and cessation; including a youth vaping prevention campaign, a youth vaping cessation campaign, an adult cessation campaign, and development of materials and campaign elements for other priority audiences including individuals living with a mental health diagnosis and other audiences.

#### **COVID Traveler's Campaign**

Served as Project Manager responsible for tracking deliverables, communicating with the clients, managing the work plan, and coordinating management meetings. Also conducted formative research, including an environmental scan of existing COVID-19 traveling campaigns, to support the development of a statewide multi-media marketing campaign that will aim to educate NH visitors on COVID-19 best practices to avoid disease transmission.

#### **EASTIE Youth Vaping Prevention**

Served as Project Manager responsible for tracking deliverables, communicating with the clients, managing the budget, and coordinating management meetings. Supported the development of the youth-created social media campaign aiming to prevent vape usage among adolescents in East Boston.

#### **Vermont Mentally Healthy**

Served as Project Associate and Research Lead responsible for the formative research needed to provide the client with recommendations for developing a marketing campaign. The campaign will focus on connecting individuals to mental health care as well as destigmatizing mental health diagnoses. Formative research included an environmental scan of existing marketing campaigns focused on mental health and a literature review.

#### **NH Immunization Program Toolkit Development**

Served as Project Associate and Research Lead responsible for formative research of immunization marketing campaigns and immunization toolkits. The formative research was used to develop two toolkits; one for NH schools to use to educate parents about the importance of pediatric vaccination and encourage parents to get their children caught up on vaccines, and one to share with NH pediatric providers that they can use to educate parents about the importance of pediatric vaccination and encourage parents to get their children caught up on vaccines.

#### **Vaccine Center Service Link**

Served as Project Associate responsible for formative research of immunization marketing campaigns targeting older adults and marketing campaigns connecting older adults to health-related services available. The formative research will be used to develop a marketing campaign targeting older adults living in NH. The goals of this campaign were to increase vaccine uptake in this population and to raise awareness about the public health services available to the target audience.

#### **NH Radon Program**

Serves as Project Manager responsible for task tracking and quarterly reporting. Also responsible for policy research on radon statutes in New England and helped develop a comprehensive policy scan report for the client. Also aided in the development of radon educational materials for fifth and seventh grade teachers including lesson plans, slide decks, and work books.

#### **Santa Clara County Childhood Immunization**

Served as Budget Manager and Co-Research Lead responsible for formative research of child immunization marketing campaigns targeting parents and caregivers. The formative research was used to develop a marketing campaign targeting parents and caregivers of children ages 0-14 years living in Santa Clara County. The goal of this campaign was to increase routine childhood vaccine uptake with an added focus on the COVID-19 vaccine approved in children. The campaign, *Vaccines Are Another Part of Growing Up*, went on to win an Honorable Mention in the PR Daily Content Marketing Awards for best public health campaign. The campaign also won a Health + Wellness Design award from Graphic Design USA Magazine.

## **PUBLICATIONS AND PRESENTATIONS**

LaCarubba B, Bunda A, Savage K, Owen (Sargent) H, Akiki M, Foxall T, Andrade A. *Developmental and cell-specific expression of Cacna1d splice variants*. (April 2019)

Presented at the National Conference for Undergraduate Research 2014

Presented at the American Society of Microbiology General Meeting 2014

Presented at the Northern Vermont University Student Research Conference 2014

Presented at the University of New Hampshire Undergraduate Research Conference 2017

## **HONORS AND AWARDS**

### **Northern Vermont University**

*Student Transition, Achievement, Retention, and Teaching Scholarship*  
2013

**University of New Hampshire**  
*Summer Undergraduate Research Fellowship*  
2016

**COMPUTER SKILLS**

Proficient in Microsoft Suite

Proficient in Google Suite

Skilled in survey development using Qualtrics® and SurveyMonkey® software

Experienced in the use of EndNote™

Experienced in the use of Airtable for task tracking management

**ADDITIONAL TRAININGS AND SKILLS**

Training: Facing Addiction in America: Tutorial on the Surgeon General's Report on Alcohol, Drugs, and Health by Addiction Technology Transfer Center Network | September 2020

Training: Understanding Substance Use Disorders by Addiction Technology Transfer Center Network | September 2020

Training: Foundations of Equity, Diversity, and Inclusion by CommonHealth ACTION | May 2021

Education: Basics of Radon | June 2022

Skilled at literature review and proposal writing

Experienced in the research design process

Experienced in data review and presentation

Trained in project budget creation and management

# JULIE YERKES, ED. M., CPS

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## EDUCATION

HARVARD GRADUATE SCHOOL OF EDUCATION, CAMBRIDGE, MA  
*Ed. M. Human Development and Psychology: Risk and Prevention*

MIDDLEBURY COLLEGE, MIDDLEBURY, VT.  
*B.A. English and Italian; Concentration: Secondary Education*

## EXPERIENCE

**JSI, Boston, Massachusetts**

*Prevention Programs Manager, January 2020 - present*

Provide Substance Misuse Prevention content knowledge and expertise for statewide technical assistance resource center on a variety of substance use prevention projects. Consult on the development, implementation and evaluation of evidence-based policies, programs, and practices in substance misuse prevention services. Direct the Community Engagement for the Partnership@drugfreeNH, convening stakeholders from across the state to increase substance use prevention communication knowledge, skills, and best practices. Facilitate NH Service to Science, a process through which innovative prevention programs can demonstrate effectiveness and earn the designation of Evidence Base Program. Provide TA to programs seeking Service to Science designation.

**NH Teen Institute, Manchester, New Hampshire**

*Parent Education Coordinator, July 2017 - January 2020*

Networked and built relationships with prevention professionals, schools, community groups, and prevention coalitions across New Hampshire. Organized parent education program in each of the 13 regional public health networks. Collected data and engaged in program evaluation as part of program fidelity efforts and outcome tracking. Oversaw management and reporting requirements of state and/or local contracts. Stayed current on ATOD trends, research, and best practices. Presented at state and national conferences. Provided professional development for individuals working with youth.

**School of Creative and Performing Arts, New York, New York**

*Associate Director, January 2008 - July 2017*

Identified gaps in services and adjusted systems to meet changing needs of clients and staff. Developed and streamlined systems to increase quality, efficiency, and consistency of programming while minimizing risk. Researched rules, regulations, and best practices and developed educational and training materials for faculty and staff. Developed systems to address student health issues and staff responsiveness. Coordinated operational areas in order to meet the mission of the school and program objectives. Ensured successful high-quality implementation of program across four campuses, focusing on student safety and wellbeing, positive relationship with host-universities, and professional satisfaction for staff. Provided technical assistance, training, and advisement to campus directors.

**New Hampshire Institute of Politics, Manchester, NH**

*Civic Education Programs Manager, November 2005 - January 2008*

Developed and enhanced school- and community- based prevention programs. Created and implemented professional development opportunities for teachers and school administrators. Worked with individual and groups of students to enhance their leadership skills. Researched, tracked, and monitored trends within state and national prevention and education fields. Represented the NHIOP at state and national meetings and conferences.

**The Medical Foundation, Boston, Massachusetts**

*Prevention Specialist Intern, September 2002 - July 2003*

Developed and implemented ATOD and violence prevention curricula in middle and high schools and community health centers in underserved urban communities. Supported student development throughout prevention training program. Facilitated group cohesion and created a respectful community among students from diverse cultural and economic backgrounds. Built relationships with school administrators and faculty in order to successfully integrate youth development programs into the school schedule.



# JULIE YERKES

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**The New England School of English, Cambridge, Massachusetts**

*Teacher of English as a Foreign Language and Assistant Academic Director, May 2000 – August 2005*

Advised students to maximize their learning and achieve academic goals. Led monthly teacher development meetings. Taught intensive English language program for students and professionals representing over 15 countries. Customized curriculum and used various teaching techniques to meet students' individual needs. Promoted understanding and tolerance of diverse abilities, views, and cultures.

## TRAINING | CERTIFICATIONS

- ◆ New Hampshire Prevention Certification Board, Concord, New Hampshire  
*Certified Prevention Specialist, 2018—present*
- ◆ Prevention Solutions @ EDC, Waltham, Massachusetts  
*Substance Abuse Prevention Skills Training, Facilitator, 2020*

## PROFESSIONALS AFFILIATIONS | MEMBERSHIP

- ◆ New Hampshire Prevention Certification, *Board member, 2020*
- ◆ New England Prevention Technology Transfer Center, Advisory Council member, 2020

NH Department of Health and Human Services

**KEY PERSONNEL**

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

**Contractor Name:** JSI Research & Training Institute, Inc.

<b>NAME</b>	<b>JOB TITLE</b>	<b>ANNUAL AMOUNT PAID FROM THIS CONTRACT</b>	<b>ANNUAL SALARY</b>
Julie Yerkes	Student Assistance Network Director	\$ 50,520.00	\$109,475.00
Amy Daniels	Subject Matter Expert	\$ 50,192.00	\$145,008.00
Ryan Barry	Technical Assistance & Training Manager	\$36,923.00	\$80,000.00
Lauren Ferridge	SAP Network Support	\$16,074.00	\$59,704.00
Hannah Owen	Budget and Finance Manager	\$28,673.00	\$74,550.00

ARC



Lori A. Weaver  
Interim Commissioner

Katja S. Fox  
Director

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

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

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May 16, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into an amendment to an existing contract with JSI Research & Training Institute, Inc. (VC#161611), Bow, New Hampshire for the implementation of a facilitating organization to oversee New Hampshire's Student Assistance Programs, by exercising a renewal option by increasing the price limitation by \$5,900,000 from \$3,300,000 to \$9,200,000 and by extending the completion date from June 30, 2023 to June 30, 2025, effective July 1, 2023 upon Governor and Council approval. 50% Other Funds, 50% Federal Funds.

The original contract was approved by Governor and Council on July 27, 2022, item #9 and most recently amended with Governor and Council approval on December 7, 2022, item #8.

Funds are anticipated to be available in the following account for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074/5000589	Grants for Pub Asst & Relief	92058502	\$1,200,000	\$0	\$1,200,000
2024	074/5000589	Grants for Pub Asst & Relief	92058502	\$0	\$1,475,000	\$1,475,000
2025	074/5000589	Grants for Pub Asst & Relief	92058502	\$0	\$1,475,000	\$1,475,000
			<b>Subtotal</b>	<b>\$1,200,000</b>	<b>\$2,950,000</b>	<b>\$4,150,000</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

**05-95—94-940010-24650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL.ARPA DHHS FISCAL RECOVER FUNDS (100% Federal Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074/5000589	Grants for Pub Asst & Relief	00FRF602 PH9510A	\$2,100,000	\$0	\$2,100,000
			<b>Subtotal</b>	<b>\$2,100,000</b>	<b>\$0</b>	<b>\$2,100,000</b>

**05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PREVENTION SERVICES (100% Federal Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decrease d) Amount	Revised Budget
2024	074/5000589	Grants for Public Asst and Relief	92057502	\$0	\$1,475,000	\$1,475,000
2025	074/500589	Grants for Public Asst and Relief	92057502	\$0	\$1,475,000	\$1,475,000
			<b>Subtotal</b>	<b>\$0</b>	<b>\$2,950,000</b>	<b>\$2,950,000</b>
			<b>Contract Total</b>	<b>\$3,300,000</b>	<b>\$5,900,000</b>	<b>\$9,200,000</b>

**EXPLANATION**

The purpose of this request is to continue to operate as the Facilitating Organization by developing and supporting an infrastructure and provide program support to Student Assistance Programs across the State. The Facilitating Organization will ensure financial, operational, technical assistance and training to support Student Assistance Programs including subcontracting with school districts or other organizations to implement SAPs.

The Department's goal is to create a statewide, geographically diverse Student Assistance Program network by contracting with an organization that can provide technical assistance and best practice on how to effectively deliver and expand Student Assistance Program services.

The Contractor will continue to contract with subawardees chosen through a competitive RFP process facilitated by the Contractor and monitored closely by the Department. Currently 21 student assistance program and affiliated professional are subcontracted. The Contractor will continue to ensure each subawardee will provide services, in fidelity with the Project SUCCESS model, to New Hampshire youth in high need communities with the goal of preventing and reducing underage drinking, high risk drinking, and the use of non-medical prescription drugs, including opioids and illicit drug use.

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

Services provided by the subawardees will include: alcohol and other drug screenings; individual support sessions; group support sessions; and referrals to drug and alcohol treatment providers when indicated by the screening. Additionally, each subawardee will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with the non-medical use of prescription drugs, underage alcohol and other drug use, and the developmental milestones and brain development of adolescents. The Contractor will incorporate community level media strategies to conduct outreach and marketing for the Student Assistance Programs, thus allowing the subawardees to focus on delivery of services.

Student Assistance Programs, statewide, will continue to work collaboratively with the Contractor and the Department to improve the quality of services delivered to students and to collect data for the purposes of data-driven decision making for school-based prevention programming.

The Department will monitor services by:

- Ensuring a minimum of 20 schools are providing SAP services by September 1, 2023 and 25 schools are providing SAP services by September 1, 2024
- Ensuring 95% of SAPs fully meet the fidelity of Project SUCCESS by June 30, 2023 and 2024.
- Ensuring 80% of SAP counselors are trained in Project SUCCESS by June 30, 2024
- Ensuring 95% of sub-awarded SAPs report being satisfied with the quality of support provided by the facilitating organization.

Approximately 18,000 individuals will be served annually.

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 five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the five (5) years available.

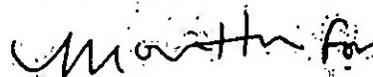
Should the Governor and Council not authorize this request, students may not receive the support and substance misuse prevention education needed during critical developmental years. Lack of support services could result in higher prevalence rates of underage drinking, drug use, misuse and abuse of prescription medication, and an escalation in adverse childhood experiences.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number # CFDA 93.959.

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Fiscal Organization for Student Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and JSI Research and Training Institute, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2022, (Item #9), as amended on December 7, 2022, (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Paragraph 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$9,200,000
3. Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 23% Federal Funds from the American Rescue Plan Act, ARPA Fiscal Recovery Funds, CFDA 93.959
    - 1.2. 32% Federal Funds from Substance Abuse Mental Health Administration Services, Substance Abuse Prevention, Treatment, Recovery Block Grant
    - 1.3. 45% Other funds (Governor's Commission).
4. Modify Exhibit C Payment Terms, Section 3 to read:
  3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-3 Amendment #2, Budget.
5. Add Exhibit C-2 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-3 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, 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

5/23/2023  
Date

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

5/18/2023  
Date

JSI Research and Training Institute, Inc.

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



<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <u>JSI Research and Training Institute, Inc.</u> Budget Request for: <u>Fiscal Organization for Student Assistance Program</u> Budget Period <u>7/1/2023 - 6/30/2024</u> Indirect Cost Rate (If applicable) <u>3.06%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$250,196
2. Fringe Benefits	\$117,342
3. Consultants	\$20,000
4. Equipment	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$983
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Other (please specify)	\$23,850
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$2,450,000
<b>Total Direct Costs</b>	<b>\$2,862,371</b>
<b>Total Indirect Costs</b>	<b>\$87,629</b>
<b>TOTAL</b>	<b>\$2,950,000</b>

  
 Contractor Initial  
 Date 5/18/2023

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	JSI Research and Training Institute, Inc.
Budget Request for:	Fiscal Organization for Student Assistance Program
Budget Period	7/1/2024 - 6/30/2025
Indirect Cost Rate (if applicable)	3.06%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$257,700
2. Fringe Benefits	\$120,861
3. Consultants	\$1,500
4. Equipment	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$1,000
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Other (please specify)	\$1,000
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$2,486,751
<b>Total Direct Costs</b>	<b>\$2,868,812</b>
<b>Total Indirect Costs</b>	<b>\$81,188</b>
<b>TOTAL</b>	<b>\$2,950,000</b>

Contractor Initial

DS  
KR

Date 5/18/2023

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

Lori A. Shibiack  
Commissioner

Karla S. Fox  
Director

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

November 22, 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 for Behavioral Health, to enter into a Sole Source amendment to an existing contract, awarded through a competitive bid process, with JSI Research & Training Institute, Inc. (VC#161611), Bow, New Hampshire, to add funding to expand and enhance Student Assistance Programs training, technical assistance, and infrastructure throughout the state, by increasing the price limitation by \$1,000,000 from \$2,300,000 to \$3,300,000 with no change to the contract completion date of June 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on July 27, 2022, Item #9. Recently, the NH Fiscal Committee accepted and approved Governor's Office for Emergency Relief and Recovery (GOFERR) funding to enhance and expand behavioral health services and supports to middle and high school students. This amendment will support the program enhancement and expansion.

Funds are available in the following accounts for State Fiscal Year 2023, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-92-920510-33820000 Health and Social Services, Dept of Health and Human Svcs, HHS, Division For Behavioral Health, Bureau of Drug and Alcohol, Governor Commission Funds (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500589	Welfare Assistance	92058502	\$1,200,000	\$0	\$1,200,000
			<b>Subtotal</b>	<b>\$1,200,000</b>	<b>\$0</b>	<b>\$1,200,000</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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05-95-94-940010-24650000 Health and Social Services, Dept of Health and Human  
Svs, HHS: New Hampshire Hospital, New Hampshire Hospital, ARPA DHHS Fiscal  
Recover Funds (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500589	Welfare Assistance	00FRF602 PH9510A	\$1,100,000	\$1,000,000	\$2,100,000
			<i>Subtotal</i>	<i>\$1,100,000</i>	<i>\$1,000,000</i>	<i>\$2,100,000</i>
			<b>Total</b>	<b>\$2,300,000</b>	<b>\$1,000,000</b>	<b>\$3,300,000</b>

#### EXPLANATION

This request is Sole Source because the Department is requesting to add more than 10% of the dollar amount of the original contract. This funding will allow the Department and the Contractor to provide additional trainings, technical assistance, and infrastructure for schools currently participating in the Student Assistance Programs (SAP), as well as expand and provide the program in additional schools across the state. The expanded trainings will provide evidence based substance abuse prevention and mental health promotion programs to more students to reduce risk factors that may lead to substance use disorders. This funding was not available to the Department at the time the original contract was approved by the Executive Council, limiting the number of schools that could participate in the SAP.

The Contractor is currently the facilitating organization that oversees the New Hampshire's Student Assistance Program training and technical assistance. As the facilitating organization, the Contractor is in the unique position to provide subawards to school districts to support behavioral health in schools, therefore the Department is requesting to provide the Contractor with this funding.

Approximately 50 student assistance program and affiliated professionals will be served during State Fiscal Year 2023. The Department anticipates there will be 20 new schools implementing SAP with additional schools determining readiness for SAP in this contract period.

The Contractor will continue to ensure financial, operational, technical assistance and training to support SAPs including subcontracting with school districts or other organizations to implement SAPs. These funds will supplement an existing contract and allow the vendor to potentially increase funding to current subawards, enter into new subawards, provide additional training, advocacy, technical assistance, and sustainability planning for the SAPs.

The Department will continue to monitor services by reviewing monthly reports provided by the Contractor and conducting quarterly site visits to review program and financial documents.

Should the Governor and Council not authorize this request, the Department will be unable to expand the number of SAPs across the State and will be unable to increase support and substance misuse prevention education needed during critical developmental years. Lack of support services could result in higher prevalence rates of underage drinking, drug use, misuse and abuse of prescription medication, and an escalation in adverse childhood experiences.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Area served: Statewide

Source of Federal Funds: GOFERR Funds

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

Respectfully submitted,



Lori A. Shipinette  
Commissioner

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

This Amendment to the Fiscal Organization for Student Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and JSI Research and Training Institute, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2022, (Item #9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Paragraph 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$3,300,000.

2. Modify Exhibit B, Scope of Services, Section 1. Statement of Work, by adding Subsection 1.6.8, to read:

1.6.8. The Contractor shall, upon Governor and Executive's Council approval of Amendment #1, provide additional funding to current subawards to increase the services outlined in 1.7.6 and/or enter into new subawards for new SAPs.

3. Modify Exhibit B, Scope of Services, Section 1. Statement of Work, Subsection 1.7.6. to read:

1.7.6 The Contractor shall provide training and technical assistance to each subawarded SAP to ensure that all SAPs meet all requirements set forth in this agreement, including but not limited to:

- 1.7.6.1 Ensuring fidelity to the Project SUCCESS model.
- 1.7.6.2 Professional development.
- 1.7.6.3 Confidentiality, privacy laws and regulations.
- 1.7.6.4 Mentoring and coaching.
- 1.7.6.5 Capacity development consulting.
- 1.7.6.6 Restorative Justice.
- 1.7.6.7 Advocacy 101.
- 1.7.6.8 The Power of the Personal Story.
- 1.7.6.9 42 CFR Part 2
- 1.7.6.10 Administrative support functions, as needed.
- 1.7.6.11 Data collection and evaluation.
- 1.7.6.12 Quality improvement.

4. Exhibit C, Payment Terms, Section 1. to read:

1. This Agreement is funded by:

1.1. 64% American Rescue Plan Act, ARPA Fiscal Recovery Funds, CFDA #TBD  
FAIN #TBD.

1.2. 36% Other funds (Governor's Commission).

5. Modify Exhibit C-1 Budget by replacing it in its entirety with, Exhibit C-1 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 September 30, 2022, upon Governor and Council approval, whichever is later.

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

10/27/2022

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

JSI Research and Training Institute, Inc.

DocuSigned by:

Katherine Robert

Name: Katherine Robert

Title: Director

10/27/2022

Date

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

OFFICE OF THE ATTORNEY GENERAL

10/28/2022

Date

DocuSigned by:  
*Robyn Guarino*

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>JSI Research and Training Institute, Inc.</u> Budget Request for: <u>Fiscal Organization for Student Assistance Program</u> Budget Period <u>July 1, 2022 through June 30, 2023 (SFY23)</u> Indirect Cost Rate (if applicable) <u>3.72%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Waives	\$192,215
2. Fringe Benefits	\$90,149
3. Consultants	\$5,000
4. Equipment	\$1
5.(a) Supplies - Educational	\$2,500
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$7,326
7. Software	\$1
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$5,000
8. (c) Other - Other (specify below)	
<i>sucontractor training and conference requests</i>	\$50,000
<i>meeting/training room rental</i>	\$1,000
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$2,862,750
<b>Total Direct Costs</b>	<b>\$3,215,942</b>
<b>Total Indirect Costs</b>	<b>\$84,058</b>
<b>TOTAL</b>	<b>\$3,300,000</b>

EX

10/27/2022

JUL 15 '22 11:45 RCVD

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Lori A. Naimette  
Commissioner

Katja S. Fox  
Director

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

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-851-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 12, 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 for Behavioral Health, to enter into a contract with JSI Research & Training Institute, Inc. (VC# 739507), Bow, New Hampshire, in the amount of \$2,300,000 for the implementation of a facilitating organization to oversee New Hampshire's Student Assistance Programs, with the option to renew for up to five (5) additional years, effective upon Governor and Council approval through June 30, 2023. 48% Federal Funds, 52% Other Funds (Governor's Commission).

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

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class/ Account	Class Title	Job Number	Total Amount
2023	074-500589	Welfare Assistance	92058502	\$1,200,000
			Subtotal	\$1,200,000

05-95-94-940010-2465000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVER FUNDS (100% Federal Funds)

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget
2023	074-500589	Welfare Assistance	00FRF602PH9510A	\$1,100,000
			Subtotal	\$1,100,000

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

				<b>Total</b>	<b>\$2,300,000</b>
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### EXPLANATION

The purpose of this request is for the provision of a Facilitating Organization (FO) to develop and support infrastructure and provide program support to Student Assistance Programs (SAP) across the State. The FO will ensure financial, operational, technical assistance and training to support SAPs including subcontracting with school districts or other organizations to implement SAPs.

The Department's goal is to create a statewide, geographically diverse SAP network by contracting with an organization that can provide technical assistance and best practice on how to effectively deliver and expand SAP services. This contract is the first step towards this eventual outcome.

The Contractor will contract with subawardees chosen through a competitive RFP process facilitated by the Contractor and monitored closely by the Department. The Contractor will ensure each subawardee will provide services, in fidelity with the Project SUCCESS model, to New Hampshire youth in high need communities with the goal of preventing and reducing underage drinking, high risk drinking, and the use of non-medical prescription drugs, including opioids and illicit drug use.

Services provided by the subawardees will include: alcohol and other drug screenings; individual support sessions; group support sessions; and referrals to drug and alcohol treatment providers when indicated by the screening. Additionally, each subawardee will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with the non-medical use of prescription drugs, underage alcohol and other drug use, and the developmental milestones and brain development of adolescents. The Contractor will incorporate community level media strategies to conduct outreach and marketing for the Student Assistance Programs, thus allowing the subawardees to focus on delivery of services.

Student Assistance Programs, statewide, will work collaboratively with the Contractor and the Department to improve the quality of services delivered to students and to collect data for the purposes of data-driven decision making for school-based prevention programming. While New Hampshire has made gains in reducing substance misuse and increasing the perception of risk, the State's rates are still higher when compared to national rates, especially as it relates to marijuana and the use of electronic nicotine devices.

The Department will monitor services by:

- Ensuring a minimum of 10 SAPs are open and providing SAP services by September 1, 2022
- Ensuring 95% of SAPs fully meet the fidelity of Project SUCCESS by June 30, 2023
- Ensuring 80% of SAP counselors are trained in Project SUCCESS by June 30, 2023
- Ensuring 95% of subawarded SAPs report being satisfied with the quality of support provided by the facilitating organization.

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

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 31, 2022 through May 6, 2022. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.1, of the attached agreement, the parties have the option to extend the agreement for up to five (5) 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, students may not receive the support and substance misuse prevention education needed during critical developmental years. Lack of support services could result in higher prevalence rates of underage drinking, drug use, misuse and abuse of prescription medication, and an escalation in adverse childhood experiences.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #TBD, FAIN TBD

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner

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DocuSign Envelope ID: F2529697-09B5-42B5-9CF1-9259F39ABE73

DocuSign Envelope ID: D368FC8A-AD4B-4706-99F5-AF971DC34B9B

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

Project ID # RFP-2023-BDAS-01-FACTL

Project Title Facilitating Organization For Student Assistance Program

	Maximum Points Available	JSI Research & Training Institute
<b>Technical</b>		
Development Experience (D1)	55	53
Application Review (D2)	30	23
Implementation (D3)	20	17
Quality Improvement (D4)	15	10
Training and Technical Assistance (D5)	25	21
Back Office Functions (D6)	70	13
Proposed Plan (D7)	20	37
Allocation of Funds (D8)	15	14
Sustainability (D9)	20	20
Subtotal - Technical	250	218
<b>Cost</b>		
Budget (Appendix D)	70	68
Program Staff List (Appendix E)	30	30
Subtotal - Cost	100	98
<b>TOTAL POINTS</b>	<b>350</b>	<b>313</b>

Reviewer Name  
Lisa Hayward  
D Burke  
Regina Flynn

Title  
Prevention Coordinator, DOE  
Administrator III  
Program Specialist IV

FORM NUMBER P-37 (version 12/11/2019)

Subject: RFP-2023-BDAS-02-FACIL-01 (Facilitating Organization For Student Assistance Program)

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 Bow, NH 03304	
1.5 Contractor Phone Number (603) 573-3300	1.6 Account Number 05-95-92-920510- 33820000 and 05-95-94- 940010-2465000	1.7 Completion Date 6/30/2023	1.8 Price Limitation \$2,300,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Katherine Robert Date: 7/13/2022		1.12 Name and Title of Contractor Signatory Katherine Robert, Director	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 7/14/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox, 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: <u>John Quirino</u> On: 7/14/2022			
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.

DR  
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## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

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

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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**Revisions to Standard Agreement Provisions**

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

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

**3.3. The parties may extend the Agreement for up five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.**

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

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

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**Scope of Services**

**1. Statement of Work**

- 1.1. Utilizing its Center of Excellence on Addiction, the Contractor shall act as a Facilitating Organization (FO) to develop and support infrastructure and provide program support to Student Assistance Programs (SAP) across the State. The FO shall provide financial, operational, technical assistance and training to support SAPs, including subcontracting with school districts or other organizations to implement SAPs.
- 1.2. The Contractor shall ensure services are available statewide.
- 1.3. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.
- 1.4. The Contractor shall distribute funding in accordance with all applicable state and federal laws and regulations, via a competitive bidding process. The Contractor, in collaboration with the Department, will develop and conduct the competitive bid process including a funding rubric for school districts and other organizations to apply to implement SAPs based on the Project SUCCESS model in identified NH middle and high schools including:
  - 1.4.1. Universal or School Wide Prevention Strategies;
  - 1.4.2. Prevention Curriculum Based Education in a minimum of two (2) grade levels (e.g. seventh grade and ninth grade);
  - 1.4.3. Using the Global Appraisal of Individual Needs-Short-Screener (GAIN-SS) to screen students for behavioral health issues who are referred to the program;
  - 1.4.4. Using the screening results to assign students to individual or group counseling sessions;
  - 1.4.5. Providing parent education and consultation on substance misuse and mental health issues relative to adolescents; and
  - 1.4.6. Providing consultation to school staff and administration as needed.
- 1.5. The Contractor shall ensure the Department approves grant applications and agreements prior to award.
- 1.6. **SAP Request for Applications Requirements**
  - 1.6.1. The Contractor shall enter into subaward agreements with a minimum of 10 (ten) school districts within 60 (sixty) days of the effective date of the Agreement to support the provision of quality SAP within NH. The Contractor shall:
    - 1.6.1.1. Develop a SAP Request for Applications (RFA) that includes, but is not limited to:

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- 1.6.1.1.1. Region RFA applicant shall serve.
- 1.6.1.1.2. Target population.
- 1.6.1.1.3. Number of students.
- 1.6.1.1.4. Name of school district.
- 1.6.1.1.5. Number of middle schools where SAP shall be implemented.
- 1.6.1.1.6. Number of high schools where SAP shall be implemented.
- 1.6.1.1.7. Demonstration of need for SAP in applicant's district supported by relevant local data.
- 1.6.1.1.8. Goals of SAP implementation.
- 1.6.1.2. Develop a SAP Program Implementation Readiness Assessment. The Contractor shall review applicants:
  - 1.6.1.2.1. Experience working with the target population;
  - 1.6.1.2.2. School districts' current approach for substance use prevention and mental wellness;
  - 1.6.1.2.3. Capacity to implement the SAP program with fidelity to Project SUCCESS;
  - 1.6.1.2.4. Commitment to completing the deliverables;
  - 1.6.1.2.5. Relationships with:
    - 1.6.1.2.5.1. Community-based organizations (CBOs);
    - 1.6.1.2.5.2. The Substance Misuse Prevention Coordinator in the local Regional Public Health Network;
    - 1.6.1.2.5.3. Local coalitions; and
    - 1.6.1.2.5.4. Other prevention and mental health organizations.
- 1.6.1.3. Ensure commitment to a sustainability team of the applicants applying to the SAP RFA. Applicants' sustainability team shall:
  - 1.6.1.3.1. Include, at minimum:
    - 1.6.1.3.1.1. One administrator.
    - 1.6.1.3.1.2. One parent.
    - 1.6.1.3.1.3. One teacher or guidance counselor.
    - 1.6.1.3.1.4. Representative from the regional Social Model Program (SMP), or local coalition, or Alcohol Tobacco

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and Other Drugs service providing organization (ATOD).

1.6.1.3.1.5. SAP Counselor.

1.6.1.4. Be required to meet quarterly with SAP programs to:

1.6.1.4.1. Review data.

1.6.1.4.2. Make suggestions for quality improvement.

1.6.1.4.2.1. Develop a sustainability plan that considers:

1.6.1.4.2.1.1. Organizational capacity.

1.6.1.4.2.1.2. Environmental supports.

1.6.1.4.2.1.3. Political supports and partnerships.

1.6.1.4.2.1.4. Communications and public relations.

1.6.1.4.2.1.5. Program evaluations.

1.6.1.4.2.1.6. Funding.

1.6.1.4.2.1.7. Securing of future funding.

1.6.1.4.2.2. Ensure the SAP is reporting on adherence to sustainability plan.

1.6.1.5. Request and ensure a signed letter of commitment is received from school district superintendent, that includes, but is not limited to:

1.6.1.5.1. Commitment supporting SAP implementation with fidelity including an outline of the core components of SAP.

1.6.1.5.2. Commitment supporting SAP implementation with fidelity from the organization leading the SAP implementation.

1.6.1.5.3. Designated direct report staff members within the school district.

1.6.1.5.4. A communication plan to handle issues of concern or grievances.

1.6.1.5.5. Assurance that SAP Counselor(s) will have access to:

1.6.1.5.5.1. A private physical space within the school to conduct screenings with individuals or groups.

1.6.1.5.5.2. Laptops.

1.6.1.5.5.3. Desks.



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- 1.6.1.5.5.4. Chairs.
- 1.6.1.5.5.5. Telephones.
- 1.6.1.5.5.6. Seating.
  - 1.6.1.5.6. Student data such as class schedule and guardian contact information.
  - 1.6.1.5.7. Acknowledgement that sustainability must be a consideration in every step to the process.
  - 1.6.1.5.8. Commitment to allowing for participation in the SAP Community of Practice and other professional development programs.
  - 1.6.1.5.9. Request a detailed budget that includes:
    - 1.6.1.5.9.1. Percent of cash or in-kind match that the school district will provide;
    - 1.6.1.5.9.2. An explanation of what funding sources and resources make up the in-kind match, if applicable;
    - 1.6.1.5.10. A proposed staffing plan, that includes:
      - 1.6.1.5.10.1. The number of hours a week and year dedicated to the Student Assistance Program in each proposed middle or high school;
      - 1.6.1.5.10.2. Percentage of hourly-rates to be covered by the funding request;
      - 1.6.1.5.10.3. The Student Assistance Counselor education and experience; and
      - 1.6.1.5.10.4. School staff members that will be part of the SAP Team in addition to the Counselor.
- 1.6.2. The Contractor shall ensure the application is distributed and available statewide.
- 1.6.3. The Contractor shall, in collaboration with the Department, develop and implement a scoring rubric to assess SAP applicants.
- 1.6.4. The Contractor shall, in collaboration with the Department, develop a team to assess and review the SAP applicants. The Contractor shall:
  - 1.6.4.1. Ensure that the scoring team is comprised with no sitting staff members of SAP programs in effect.
- 1.6.5. The Contractor shall provide a copy of each executed SAP subaward to the Department within five (5) business days of the effective date of the subaward agreement.

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1.6.6. The Contractor shall modify current subawards as required or enter into new subawards for new SAPs that are located in underserved geographic regions, as approved by the Department.

1.6.7. The Contractor shall comply with applicable federal and state regulations and laws, including but not limited to, RSA-21:G and 2 CFR 200.

**1.7. Responsibilities of Facilitating Organization in Subawardee Oversight**

1.7.1. The Contractor shall adhere to standards provided by the Department to ensure subaward agreements are managed at an acceptable level, including but not limited to frequency and content of programmatic and financial reviews either on-site or remotely.

1.7.2. The Contractor shall collaborate with the Department's evaluation provider to develop and implement an evaluation plan for SAPs and ensure its selected methodology is adhered to by subawarded SAPs.

1.7.3. The Contractor shall collaborate with the Department on a quality assurance and improvement plan of SAPs.

1.7.4. The Contractor shall provide logistical and other support, as directed by the Department, to facilitate a Community of Practice that allows SAP staff to establish and strengthen cooperation, collaboration and informal mentoring among SAPs. The Contractor shall:

1.7.4.1. Organize regular ongoing meetings of the SAP Community of Practice;

1.7.4.2. Ensure meetings are advertised to all SAPs and are accessible;

1.7.4.3. Increase best practice knowledge relative to effective SAP services with Fidelity to the Project SUCCESS model;

1.7.4.4. Develop and share culturally competent SAP strategies and materials;

1.7.4.5. Foster and grow implementation of sustainability strategies;

1.7.4.6. Build collegiality and informal mentoring among those delivering SAP services; and

1.7.4.7. Support a network of SAP professionals throughout New Hampshire;

1.7.5. The Contractor shall provide Technical Assistance and Training (TA/T) and ensure SAP staff adhere to all applicable laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPPA), and 42 CFR Part 2, and establish confidentiality protocols

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- for students, school staff, administrators, and parents.
- 1.7.6. The Contractor shall provide training and technical assistance to each subawarded SAP to ensure that all SAPs meet all requirements set forth in this agreement, including but not limited to:
- 1.7.6.1. Ensuring fidelity to the Project SUCCESS model.
  - 1.7.6.2. Professional development.
  - 1.7.6.3. Confidentiality, privacy laws and regulations.
  - 1.7.6.4. Mentoring and coaching.
  - 1.7.6.5. Capacity development consulting.
  - 1.7.6.6. Administrative support functions, as needed.
  - 1.7.6.7. Data collection and evaluation.
  - 1.7.6.8. Quality improvement.
- 1.7.7. The Contractor shall provide TAT to SAP counselors in the Project SUCCESS model and the administration of the GAIN-SS with support from the Department's Training and Technical Assistance providers.
- 1.7.8. The Contractor shall provide TAT to SAP to identify services that may be billable to Medicaid, Medicare, or private insurance.
- 1.7.9. The Contractor shall provide TAT to school Superintendents and building administrators on the internal organizational structure needed to support SAP staff. The Contractor shall ensure staff are integrated within the school system and have access to:
- 1.7.9.1. A designated direct report staff member within the subawarded school district or organization;
  - 1.7.9.2. A private physical space within the school to conduct screening, individual and group sessions;
  - 1.7.9.3. At a minimum, laptops, desks, chairs, telephones, and seating equipment for students and parents; and
  - 1.7.9.4. A communication plan to handle issues of concern or grievances.
- 1.7.10. The Contractor shall provide TA to SAP subawardees who have staff with requirements of supervision to meet licensure on how to access such supervision.
- 1.7.11. The Contractor shall have at a minimum one (1) staff member located in New Hampshire to provide in-person TAT or consultation at a minimum of one (1) work day a month or more frequently as needed.
- 1.7.12. The Contractor shall work with each SAP to ensure services are

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available and can be sustained beyond availability of Department funding.

1.7.13. The Contractor shall collect the required data from the SAP counselors and enter the data in the Department approved database on a monthly basis. The Contractor shall:

1.7.13.1. Provide the Department with aggregate monthly summary program reports. The required data will include but is not limited to:

1.7.13.1.1. Demographics of individuals served by strategy:

1.7.13.1.1.1. Gender;

1.7.13.1.1.2. Age;

1.7.13.1.1.3. Race;

1.7.13.1.1.4. Ethnicity; and

1.7.13.1.1.5. Individual or Family Military Status;

1.7.13.1.1.6. Dosage and frequency of individual participation in individual and group sessions;

1.7.13.1.1.7. Aggregate GAIN-SS screening results;

1.7.13.1.1.8. Number and type of referral to internal or external behavioral health resources or programs; and

1.7.13.1.1.9. Number and type of universal activities, parent education and consultation and school staff and administration.

1.7.14. The Contractor shall provide program management and oversight of the SAPs as well as implement a quality improvement process developed in collaboration with the Department.

1.7.15. The Contractor shall provide a Continuity of Operations Plan (COOP) to ensure the essential functions of the program continue in the event of a disruption of normal operations. The COOP must be submitted to and approved by the Department within 30 days of the Agreement effective date.

1.7.16. Background Checks and Attestations

1.7.16.1. The Contractor shall require the sub-awardees conduct criminal background checks at its own expense and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime or dishonestly, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor

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offense for which incarceration for, up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

1.7.16.2. The Contractor agrees it will require sub-awardees initiate a criminal background check re- investigation of all workforce assigned to this Agreement every five years. The five-year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its Agent.

1.7.16.3. The Contractor must ensure any staff and/or volunteers involved in delivering services sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit K. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.7.16.4. Upon request, the Contractor must allow the Department to conduct a Privacy Impact Assessment (PIA) of its system if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.7.16.4.1. How PII is gathered and stored;

1.7.16.4.2. Who will have access to PII;

1.7.16.4.3. How PII will be used in the system;

1.7.16.4.4. How individual consent will be achieved and revoked; and

1.7.16.4.5. Privacy practices.

1.7.16.5. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

**1.7.17. Website and Social Media**

1.7.17.1. The Contractor agrees that if performance of services on behalf of the Department involve using social media or a website for marketing to solicit information of individuals, or Confidential data, the Contractor must work with the

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Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.

1.7.17.2. The Contractor agrees protected health information (PHI), personal information (PI), or other confidential information solicited, either by social media or the website maintained, stored or captured shall not be further disclosed unless expressly provided in the Agreement. The solicitation or disclosure of PHI, PI, or other confidential information shall be subject to the Information Security Requirements Exhibit, the Business Associates Agreement Exhibit and all applicable state rules and state and federal law. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

1.7.18. The Contractor shall provide baseline data for each SAP location within 90 days of the Agreement effective date to the Department. Baseline data must include:

1.7.18.1. Number of staff at each SAP with content experts identified, including but not limited to:

1.7.18.1.1. Bachelor of Social Work.

1.7.18.1.2. Licensed Social Worker.

1.7.18.1.3. Master of Social Work.

1.7.18.1.4. Licensed Alcohol and Drug Counselor.

1.7.18.1.5. Master Licensed Alcohol and Drug Counselor.

1.7.18.1.6. Psychologist.

1.7.18.1.7. Psychiatrist.

1.7.18.1.8. Certified Recovery Support Worker.

1.7.18.1.9. Staffing plan at location of SAP including direct reporting delineations and name of Superintendent;

1.7.18.1.10. School location. The Contractor shall identify:

1.7.18.1.10.1. If school is a middle school or high school;

1.7.18.1.10.2. SAP service hours; and

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- 1.7.18.1.10.3. Total number of students per school.
  - 1.7.18.1.10.4. Annual itemized budget;
  - 1.7.18.1.10.5. Funding sources or contracts other than this Agreement;
  - 1.7.18.1.10.6. Percentage of staff and volunteers that have been trained in Project SUCCESS; and
  - 1.7.18.1.10.7. Status of an organizational sustainability plan.
  - 1.7.19. The Contractor shall support the ability of each SAP to implement and sustain the program(s) which includes, but is not limited to:
    - 1.7.19.1. Providing technical assistance on engaging stakeholders for ensuring SAP financial viability and future sustainability;
    - 1.7.19.2. Assisting with marketing and promotion of the program; and
    - 1.7.19.3. Education and advocacy for local, state and federal programs to sustain and/or expand SAP.
  - 1.7.20. The Contractor shall actively promote the availability, purpose, and value of SAPs across New Hampshire. The Contractor must ensure promotional activities include, but are not limited to:
    - 1.7.20.1. Developing promotional materials approved by the Department;
    - 1.7.20.2. Disseminating promotional and marketing materials on a variety of platforms including websites, social media, television and radio as approved by the Department;
    - 1.7.20.3. Publishing a quarterly e-newsletter; and
    - 1.7.20.4. Presenting at local, state and national meetings, workshops and conferences with or without the Department and as approved by the Department.
  - 1.7.21. The Contractor shall, in collaboration with the Department, develop a program incubator model in order to increase independence from Department funds and sustainability of existing SAP programs.
  - 1.7.22. The Contractor must submit subawarded SAP invoices to the Department on a monthly basis, in accordance with Exhibit C of this Agreement.
  - 1.7.23. The Contractor must provide T&T to SAP to identify services that may be billable to Medicaid, Medicare, or private insurance.
  - 1.7.24. The Contractor shall manage the finances and human resources requirements of the SAP subawardées relative to their duties and

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responsibilities. The Contractor shall:

- 1.7.24.1. Ensure proper use of financial data.
- 1.7.24.2. Approve all costs charged to specific projects for each SAP.
- 1.7.24.3. Review monthly financial reports for accuracy.

1.8. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.9. The Contractor shall ensure staff participate in required training on Project SUCCESS, Technical Assistance, and use of the GAIN-SS training tool as required by the Department, which the Department will allow invoice for and provide connection to training evaluators.

1.10. Reporting

1.10.1. The Contractor shall submit monthly reports to the Department to ensure adherence to contract provisions and maintaining fidelity to the Project SUCCESS model which include, but are not limited to:

1.10.1.1. Collecting data from each subawardee and aggregating the data to send to the Department, which may include but is not limited to:

- 1.10.1.1.1. Youth Risk Behavior Survey.
- 1.10.1.1.2. National Survey on Drug Use and Health.
- 1.10.1.1.3. Behavioral Risk Factor Surveillance Survey.
- 1.10.1.1.4. NH County Health Rankings.

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

1.10.3. The Contractor shall provide quarterly reports to the Department that contain:

- 1.10.3.1. Updates on current status for each SAP under subaward;
- 1.10.3.2. Number of SAPs pending implementation of services, reason for delay in implementation, and plan to begin implementation.
- 1.10.3.3. Number of SAPs who are implementing SAP services.
- 1.10.3.4. Number of and types of training implemented each quarter.
- 1.10.3.5. Number of and types of technical assistance provided each quarter.

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- 1.10.3.6. Summary narrative of SAP Communities of Practice and other SAP specific meetings.
- 1.10.3.7. Activities undertaken to promote the availability, purpose and value of SAPS.
- 1.10.3.8. Programmatic highlights such as success of the SAP programs as determined by the Selected Vendor.
- 1.10.3.9. Key findings from evaluation of participant and programmatic data, including but not limited to demographic and program satisfaction data.
- 1.10.3.10. Recommendations for program improvement.
- 1.10.3.11. Monthly aggregate data reports as defined in Subparagraph 1.10.1.
- 1.10.3.12. Monthly financial invoices with supporting documentation.
- 1.10.4. The Contractor must provide any additional data as requested by the Department in a format specified by the Department.

**1.11. Performance Measures**

- 1.11.1. The Department will monitor Contractor performance by ensuring:
  - 1.11.1.1. A minimum of 10 SAPs are open and providing SAP services by September 1, 2022;
  - 1.11.1.2. 95% of SAPs fully meet the fidelity of Project SUCCESS by June 30, 2023;
  - 1.11.1.3. 80% of SAP counselors are trained in Project SUCCESS by June 30, 2023; and
  - 1.11.1.4. 95% of subawarded SAPs report being satisfied with the quality of support provided by the Facilitating Organization.

**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

**New Hampshire Department of Health and Human Services  
Facilitating Organization for Student Assistance Program  
EXHIBIT B**

herefo and incorporated by reference herein.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

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

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

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

**3.3. Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the

**New Hampshire Department of Health and Human Services  
Facilitating Organization for Student Assistance Program  
EXHIBIT B**

Agreement without prior written approval from the Department.

**4. Records**

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Facilitating Organization For Student Assistance Program  
EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 48% American Rescue Plan Act, ARPA Fiscal Recovery Funds, CFDA #TBD FAIN #TBD.
  - 1.2. 52% Other funds.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR §200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget.
4. The Contractor shall:
  - 4.1. Submit subawarded SAP invoices to the Department on a monthly basis in a format approved by the Department that may be combined in one invoice to account for all subawarded SAPs.
  - 4.2. Collaborate with the Department to rectify any issues related to the invoices.
  - 4.3. Retain supporting documentation that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable, to ensure compliance in the event of a potential audit.
5. The Contractor shall submit an invoice with supporting documentation to the Department no later than the twentieth (20<sup>th</sup>) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 5.4. 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.
  - 5.5. Provide invoices for each sub-contractor, identified in this Agreement, in a format approved by the Department.

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**New Hampshire Department of Health and Human Services  
Facilitating Organization For Student Assistance Program  
EXHIBIT C**

- 5.5.1. The Department has the right to request from the contractor supporting documentation of allowable costs, from each sub-contractor that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
- 5.6. Ensure timesheets and/or time cards submitted support the hours employees worked for wages reported under this contract in accordance with:
- 5.6.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
- 5.6.2. Attestation and time tracking templates, which are available to the Department upon request.
- 5.7. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
- 5.8. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.invoicesforcontracts@dhhs.nh.gov](mailto:dhhs.invoicesforcontracts@dhhs.nh.gov) or mailed to:
- Program Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
6. 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.
7. 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.
8. 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.
9. Audits
- 9.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:

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**New Hampshire Department of Health and Human Services  
Facilitating Organization For Student Assistance Program  
EXHIBIT C**

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- 9.1.1. 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.
- 9.1.2. 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.
- 9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 9.2. 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](mailto: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.
  - 9.2.1. 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.
- 9.3. 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.
- 9.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1, Budget

New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name: JSI Research & Training Institute, Inc.			
Budget Request for: SAP FO			
Budget Period: July 1, 2022 through June 30, 2023 (SFY23)			
Indirect Cost Rate (If applicable) 1.78%			
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$100,054	\$0	\$100,054
2. Fringe Benefits	\$46,923	\$0	\$46,923
3. Consultants	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$0	\$0	\$0
6. Travel	\$275	\$0	\$275
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)			
TA and Training Providers	\$42,470	\$0	\$42,470
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
9. Subrecipient Contracts	\$2,070,000	\$0	\$2,070,000
<b>Total Direct Costs</b>	<b>\$2,259,722</b>	<b>\$0</b>	<b>\$2,259,722</b>
<b>Total Indirect Costs</b>	<b>\$40,278</b>	<b>\$0</b>	<b>\$40,278</b>
<b>TOTAL</b>	<b>\$2,300,000</b>	<b>\$0</b>	<b>\$2,300,000</b>

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 actively the convicted employee was working, unless the Federal agency



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.

7/13/2022

Date

Designated by:

Katherine Robert

Name: Katherine Robert

Title: Director

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Vendor Initials

7/13/2022

Date

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: OSI Research & Training Institute, Inc.

7/13/2022

Date

DocuSigned by:  
  
 Name: Katherine Robert  
 Title: Director

Exhibit E - Certification Regarding Lobbying

Vendor Initials   
 Date: 7/13/2022

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



New Hampshire Department of Health and Human Services  
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

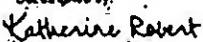
LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: OSI Research & Training Institute, Inc.

7/13/2022

Date

DocuSigned by:  
  
 Name: Katherine Robert  
 Title: Director

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 - OJJOP 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

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.

7/13/2022

Date

Authorized by:  
Katherine Robert  
Name: Katherine Robert  
Title: Director

Exhibit G

Contractor Initials

KR

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

Date 7/13/2022

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.

7/13/2022

Date

DocuSigned by:

Katherine Robert

Name: Katherine Robert

Title: Director

Contractor Initials

KR

Date: 7/13/2022

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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Contractor Initials

Date 7/13/2022

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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.

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.

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.

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.

Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Contractor Initials

Date 7/13/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity:

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Date 7/13/2022

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Exhibit I

e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) i, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State of

Katja S. Fox

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative  
Director

Title of Authorized Representative

7/14/2022

Date

JSI Research & Training Institute, Inc.

Name of the Contractor

Katherine Robert

Signature of Authorized Representative

Katherine Robert

Name of Authorized Representative

Director

Title of Authorized Representative

7/13/2022

Date

KR

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 (UEI #)
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: OSI Research & Training Institute, Inc.

7/13/2022

Date

Designated by:

Katherine Robert

Name: Katherine Robert

Title: Director

Contractor Initials

OSI  
KR

Date 7/13/2022



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

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

- The UEI (SAM.gov) number for your entity is: LKTNULLR6FL6
- 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  YES

If the answer to #2 above is NO, stop here  
If the answer to #2 above is YES, please answer the following:

- Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  
 NO  YES

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

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

Name: _____	Amount: _____

DS  
KR

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information, where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access, and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's 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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Exhibit K

DHHS Information Security Requirements



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

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

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DHHS Information Security Requirements

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

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

V. LOSS REPORTING

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

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

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

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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