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

Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

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May 14, 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, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into a **Sole Source** contract with JSI Research & Training Institute, Inc. (VC#161611-B0001), Bow, New Hampshire, in the amount of \$1,100,000 to provide administrative support to the Governor's Commission on Alcohol and Other Drugs, Service to Science Program, and Substance Misuse Prevention Public Awareness and Education, with the option to renew for up to two (2) additional years, effective July 1, 2024, upon Governor and Council approval through June 30, 2026. 100% Other Funds (Governor's Commission).

Funds are available in the following account for State Fiscal Year 2025, and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

| State Fiscal Year | Class / Account | Class Title            | Job Number   | Total Amount       |
|-------------------|-----------------|------------------------|--------------|--------------------|
| 2025              | 102-500731      | Contracts for Prog Svc | 92058501     | \$600,000          |
| 2026              | 102-500731      | Contracts for Prog Svc | 92058501     | \$500,000          |
|                   |                 |                        | <b>Total</b> | <b>\$1,100,000</b> |

**EXPLANATION**

This request is **Sole Source** because the Department is implementing the funding actions taken by the Governor's Commission on Alcohol and Other Drugs. On December 15, 2023, the Commission recommended and approved the funding allocation for this Agreement. The Department carries out the administrative functions of the Commission in accordance with RSA 12-J. The Contractor provides targeted quality and expert administrative support and technical assistance to the Governor's Commission, the Service to Science Program, and Substance Misuse Services in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA).

The purpose of this request is for the Contractor to provide administrative support and technical assistance to the Governor's Commission, the Service to Science Program, and Substance Misuse Prevention Public Awareness and Education for a range of programs related to New Hampshire's Alcohol and Other Drugs (AOD) Continuum of Care System.

The Contractor will support the AOD Continuum of Care System and Governor's Commission with efforts to mitigate substance misuse for New Hampshire. The Contractor will provide support and consultation to guide the development of evidence-informed prevention programs, as well as administrative support and technical assistance to the Governor's Commission in accordance with RSA 12-J. The Contractor will also implement statewide substance misuse prevention messaging and education to help prevent and reduce substance misuse across the lifespan.

The Department will monitor services by reviewing monthly and quarterly progress reports provided by the Contractor.

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

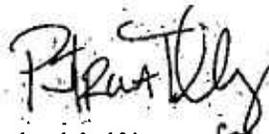
Should the Governor and Council not authorize this request, the Governor's Commission will lack the administrative support necessary to carry out the functions delineated in RSA 12-J. Additionally, there may be a disruption and lack of coordination for comprehensive substance misuse prevention campaigns to inform and educate youth, families and communities on the risks and consequences associated with substance misuse.

Area served: Statewide.

Source of Other Funds: Governor's Commission Funds.

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

Respectfully submitted,

  
Lori A. Weaver  
Commissioner

**Subject:** Alcohol and Other Drug (AOD) Continuum of Care System Supports (SS-2025-DBH-05-ALCOH-01)

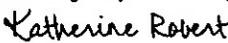
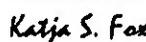
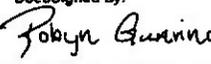
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |                                   |   |                                     |
|--|-----------------------------------|---|-------------------------------------|
| 1.1 State Agency Name<br>New Hampshire Department of Health and Human Services   |                                   | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 |                                     |
| 1.3 Contractor Name<br>JSI Research & Training Institute, Inc.   |                                   | 1.4 Contractor Address<br>501 South Street<br>Bow, NH 03304               |                                     |
| 1.5 Contractor Phone Number<br>(603) 573-3300  | 1.6 Account Unit and Class<br>TBD | 1.7 Completion Date<br>6/30/2026  | 1.8 Price Limitation<br>\$1,100,000 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director  |                                   | 1.10 State Agency Telephone Number<br>(603) 271-9631                      |                                     |
| 1.11 Contractor Signature<br><small>DocuSigned by:</small><br><br>Date: 5/16/2024                            |                                   | 1.12 Name and Title of Contractor Signatory<br>Katherine Robert Director  |                                     |
| 1.13 State Agency Signature<br><small>DocuSigned by:</small><br><br>Date: 5/16/2024                         |                                   | 1.14 Name and Title of State Agency Signatory<br>Katja S. Fox Director    |                                     |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br><br>By: _____ Director, On: _____   |                                   |   |                                     |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: 5/20/2024 |                                   |   |                                     |
| 1.17 Approval by the Governor and Executive Council (if applicable)<br><br>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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

**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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Alcohol and Other Drug (AOD) Continuum of Care System Supports  
EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

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

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2024 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

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

**New Hampshire Department of Health and Human Services  
Alcohol and Other Drug (AOD) Continuum of Care System Supports  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must provide administrative support to the Governor's Commission on Alcohol and Other Drugs (AOD), Service to Science Program, and Substance Misuse Prevention Public Awareness and Education for a range of programs related to New Hampshire AOD Continuum of Care System in accordance with RSA 12-J.
- 1.2. The Contractor must ensure services are available statewide.
- 1.3. Governor's Commission on Alcohol and Other Drugs Support
  - 1.3.1. The Contractor must design and publish reports at the direction and request of the Governor's Commission on Alcohol and Other Drugs (hereinafter referred to as the Governor's Commission) and in accordance with RSA 12-J:4, Meetings and Reports.
  - 1.3.2. The Contractor must provide administrative support and technical assistance (TA) for all Governor's Commission subgroups, including but not limited to Governor's Commission Taskforces, and their respective meetings as requested by the Department.
  - 1.3.3. The Contractor must provide administrative support and TA that includes, but is not limited to:
    - 1.3.3.1. Providing administrative and logistical support including, but not limited to:
      - 1.3.3.1.1. Attending all Governor's Commission subgroup meetings.
      - 1.3.3.1.2. Taking meeting minutes for each Governor's Commission subgroup, including preparing minutes for approval and posting approved minutes on the Governor's Commission web page at <https://nhcenterforexcellence.org/governors-commission>.
      - 1.3.3.1.3. Communicating with the Governor's Commission Taskforce Chairpersons and subgroup leads to prepare agendas.
      - 1.3.3.1.4. Communicating with presenters, as needed.
  - 1.3.4. Providing copies of materials, including minutes from previous meetings.
  - 1.3.5. Providing consultation and recommendations to enhance <sup>ps</sup> work of

**New Hampshire Department of Health and Human Services  
Alcohol and Other Drug (AOD) Continuum of Care System Supports  
EXHIBIT B**

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respective Taskforces and other subgroups including, but not limited to:

- 1.3.5.1. Identifying potential TA requests.
  - 1.3.5.2. Submitting identified TA requests to the Governor's Commission for approval.
  - 1.3.5.3. Providing guidance and support to complete approved requests.
  - 1.3.5.4. Providing summary reports of completed TA to the Governor's Commission.
  - 1.3.6. The Contractor must update membership lists for the Governor's Commission and each subgroup as requested.
  - 1.3.7. The Contractor must update and maintain the Governor's Commission web page and associated subpages on: <https://nhcenterforexcellence.org/governors-commission>.
  - 1.3.8. The Contractor must coordinate with the Governor's Commission and the Department to ensure requirements in RSA 12-J, Governor's Commission on Alcohol and Drug Abuse Prevention and Recovery are met.
- 1.4. Service to Science Program
- 1.4.1. The Contractor must identify, select, guide, and support programs with becoming NH-endorsed, evidence-informed prevention programs. The Contractor must:
    - 1.4.1.1. Employ NH's Service to Science process in accordance with Substance Abuse and Mental Health Services Administration's (SAMHSA) process guidelines. The Contractor must:
      - 1.4.1.1.1. Establish core elements of an evidence-based practice;
      - 1.4.1.1.2. Ensure the approach is grounded in research;
      - 1.4.1.1.3. Ensure programs collect and analyze valid and reliable data to determine program effectiveness; and
      - 1.4.1.1.4. Require implementation support including, but not limited to materials, manuals and training to support replication.

**New Hampshire Department of Health and Human Services  
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

**EXHIBIT B**

- 1.4.1.2. Coordinate, convene, and facilitate the NH Expert Panel, which:
  - 1.4.1.2.1. Represents multiple sectors, statewide and nationally, in the field of prevention; and
  - 1.4.1.2.2. Is responsible for reviewing applications submitted in the NH Service to Science process.
- 1.4.1.3. Ensure the application process includes a review and scoring conducted by an expert panel.
- 1.4.1.4. Ensure applicants who meet criteria which include measurable results and report successful outcomes, are endorsed as Promising Practices in prevention.
- 1.4.1.5. Ensure applicants endorsed as Promising Practices in prevention have the option to continue with the process to become endorsed as an Evidence-Based Practice in prevention.
- 1.4.1.6. Collaborate with the Department to improve the current NH Service to Science process by establishing an evidence-informed workgroup to identify innovative NH-based programs that exhibit a level of readiness to enter the process of becoming a NH evidence-informed prevention program.
- 1.4.1.7. Provide consultation, TA and evaluation support to a minimum of three (3) prevention organizations who are seeking to improve the quality of their programs or practices, which may include, but are not limited to:
  - 1.4.1.7.1. Process improvements.
  - 1.4.1.7.2. Protocol improvements.
  - 1.4.1.7.3. Evaluation methodology consultation.
  - 1.4.1.7.4. Evaluation development and implementation.
  - 1.4.1.7.5. Communication improvements.
  - 1.4.1.7.6. Marketing improvements.

**1.5. Public Awareness and Education for Prevention and Health Promotion**

- 1.5.1. The Contractor must collaborate with the Department to develop and implement statewide messaging that increases public awareness and

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**New Hampshire Department of Health and Human Services  
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

**EXHIBIT B**

- education for substance misuse prevention and health promotion, which includes, but is not limited to:
- 1.5.1.1. Reviewing current prevention and health promotion materials and content.
  - 1.5.1.2. Reviewing current data on emerging substance use disorders to inform messaging.
  - 1.5.1.3. Identifying priority audiences.
  - 1.5.1.4. Researching, creating, and validating messages that provide the priority audiences with information and actions required to access substance misuse and health promotion information.
  - 1.5.1.5. Engaging the identified audiences through focus groups and/or key informant interviews.
  - 1.5.1.6. Testing messaging with the identified audiences to ensure the content is relevant and culturally appropriate.
  - 1.5.1.7. Engaging the State's Regional Public Health Networks and other community-based prevention organizations and professionals in the development, implementation and marketing of the messages.
- 1.5.2. The Contractor must implement a strategic communications plan, in consultation with the Department, that ensures the frequency and reach of all paid media is based on industry standards and reaches the intended audiences, based on research and audience testing. The Contractor must:
- 1.5.2.1. Prepare media buy plans for Department review and approval;
  - 1.5.2.2. Negotiate media placement rates to provide added value for each media buy; and
  - 1.5.2.3. Pay for media buys.
- 1.5.3. The Contractor must submit all final messages to the Department for approval prior to publishing and public release or distribution, which includes electronic copies of the production files for all media messages.
- 1.5.4. The Contractor must utilize a variety of culturally appropriate messages, platforms, and communications channels to ensure messaging reaches the intended audiences statewide.
- 1.5.5. The Contractor must ensure the Public Awareness and Education for Prevention and Health Promotion, each state fiscal year, includes, but

New Hampshire Department of Health and Human Services  
Alcohol and Other Drug (AOD) Continuum of Care System Supports

EXHIBIT B

is not limited to:

- 1.5.5.1. Developing and posting a minimum of five (5) new messages for paid social media.
- 1.5.5.2. Producing and posting a minimum of 18 Power of Prevention Podcasts.
- 1.5.5.3. Developing and sponsoring an Anti-Stigmatizing Language seminar.
- 1.5.5.4. Providing a minimum of one (1) Communication Training.
- 1.5.5.5. Engaging a minimum of one (1) Black, Indigenous and People of Color (BIPOC) organization to become an active member of The Partnership Steering Committee, to help diversify perspectives and make recommendations that create greater recognition and inclusion of these marginalized groups.
- 1.5.6. The Contractor must increase the number of users who engage with the posted paid social media, in each state fiscal year, as measured by website analytics.
- 1.5.7. The Contractor must include information about The Doorways, 211-NH, and other prevention and health promotion websites specific in key messages, as appropriate.
- 1.5.8. The Contractor must host and maintain <https://drugfreenh.org/>, [bingefree603.org](https://bingefree603.org) and [todayisfor.me](https://todayisfor.me) which includes, but is not limited to developing, updating, and uploading website content at the request and approval of the Department.
- 1.5.9. The Contractor must develop a messaging evaluation plan, for Department approval, which includes an evaluation of the process, outputs, and intermediate outcomes.
- 1.5.10. The Contractor must implement the approved messaging evaluation plan.
- 1.5.11. The Contractor must evaluate the public awareness and education messages campaign for process, outputs, and outcomes.
- 1.6. The Contractor must provide three separate annual work plans and/or timeline to the Department for approval, that defines the activities, deliverables, and due dates for each scope of work in Sections 1.3, 1.4, and 1.5 within the first month of the state fiscal year, ensuring any changes to approved work plans and/or timelines are subject to Department notice and approval.
- 1.7. The Contractor must participate in meetings with the Department on a quarterly

**New Hampshire Department of Health and Human Services  
Alcohol and Other Drug (AOD) Continuum of Care System Supports  
EXHIBIT B**

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basis, or as otherwise requested by the Department, to review the status of all requirements within this agreement, including, but not limited to:

- 1.7.1. Work plans and/or timelines for all requirements within this Agreement, for the upcoming quarter.
  - 1.7.2. Anticipated staffing needs for each scope of work for the upcoming quarter.
  - 1.7.3. Potential issues that may impact deliverables and outcomes for each scope of work and suggested mitigation strategies.
  - 1.7.4. Quarterly financial reports that clearly identify for actual expenditures incurred in the fulfillment of this agreement.
- 1.8. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.9. Reporting
- 1.9.1. The Contractor must submit quarterly written progress reports to the Department related to each scope of work which includes, but is not limited to:
    - 1.9.1.1. A summary of the key work performed during the quarterly period.
    - 1.9.1.2. Encountered and anticipated issues and/or challenges, including mitigation strategies as applicable.
    - 1.9.1.3. Scheduled work for the upcoming quarterly period.
  - 1.9.2. The Contractor must provide semi-annual reports, including de-identified or aggregated data only, for the Governor's Commission in accordance with RSA 12-J:4, Meetings and Reports.
  - 1.9.3. The Contractor must provide a written report of Public Awareness and Education messaging evaluation findings as detailed above, prior to June 30, of each state fiscal year.
  - 1.9.4. The Contractor must submit an End-of-Year Report no later than sixty (60) days after the end of the state fiscal year which includes, but is not limited to:
    - 1.9.4.1. An overview of work completed during the state fiscal year, including accomplishments with regards to meeting program goals.
    - 1.9.4.2. End-of-Year Financial Report.
  - 1.9.5. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

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**EXHIBIT B**

1.9.5.1. Prevention messaging and education efforts result in a 10% increase in social media user accounts each state fiscal year.

1.9.5.2. A minimum of three (3) NH prevention programs are identified and assisted annually for participation in the Service to Science process.

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

**1.10. Background Checks**

1.10.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.10.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.10.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.10.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

**1.11. Confidential Data**

1.11.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.11.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract 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 Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

**1.12. Contract End-of-Life Transition Services**

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

**1.12.1. General Requirements**

1.12.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient". Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.12.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

**1.12.2. Completion of Transition Services**

1.12.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.12.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

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**EXHIBIT B**

**1.12.3. Disagreement over Transition Services Results**

1.12.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

**1.13. Website and Social Media**

1.13.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.13.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. 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 must not be tracked, disclosed or used for website or social media analytics or marketing.

**1.13.3. State of New Hampshire's Website Copyright**

1.13.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

**2. Exhibits Incorporated**

2.1. The Contractor must manage all confidential data related to this Agreement in

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

accordance with the terms of Exhibit D, DHHS Information Security Requirements.

- 2.2. The Contractor must 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 E, Business Associate Agreement, which has been executed by the parties.

**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. Credits and Copyright Ownership**

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

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

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

- 3.2.3.1. Brochures.
- 3.2.3.2. Resource directories.
- 3.2.3.3. Protocols or guidelines.
- 3.2.3.4. Posters.
- 3.2.3.5. Reports.

- 3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

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**New Hampshire Department of Health and Human Services  
Alcohol and Other Drug (AOD) Continuum of Care System Supports**

**EXHIBIT B**

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**4. Records**

- 4.1. The Contractor must 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 must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**New Hampshire Department of Health and Human Services  
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EXHIBIT C**

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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Other funds (Governor's Commission on Alcohol and Other Drugs).
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
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-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dbhinvoicesbdas@dhhs.nh.gov](mailto:dbhinvoicesbdas@dhhs.nh.gov) or mailed to:  
  
Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract

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**New Hampshire Department of Health and Human Services  
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EXHIBIT C**

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- completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
- 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
- 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](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.
- 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.
- 8.5. 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

**New Hampshire Department of Health and Human Services  
Alcohol and Other Drug (AOD) Continuum of Care System Supports  
EXHIBIT C**

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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.

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| New Hampshire Department of Health and Human Services   |  |
|---|--|
| <b>Contractor Name:</b>   | JSI Research & Training Institute, Inc.                        |
| <b>Budget Request for:</b>  | Alcohol and Other Drug (AOD) Continuum of Care System Supports |
| <b>Budget Period</b>  | July 1, 2024 - June 30, 2025                                   |
| <b>Indirect Cost Rate (if applicable)</b>   | 13.21%   |
|   |  |
| Line Item   | Program Cost - Funded by DHHS                                  |
| 1. Salary & Wages   | \$247,172  |
| 2. Fringe Benefits  | \$107,792  |
| 3. Consultants  | \$0  |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$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   | \$1,503  |
| 7. Software   | \$0  |
| 8. (a) Other - Marketing/ Communications  | \$0  |
| 8. (b) Other - Education and Training   | \$0  |
| 8. (c) Other - Other (specify below)  | \$0  |
| paid promotion  | \$1,000  |
| Printing  | \$1,500  |
| Shipping Materials  | \$200  |
| Electronic communications tools   | \$540  |
| gift cards  | \$1,503  |
| expert panel stipends   | \$10,000   |
| 9. Subrecipient Contracts   | \$141,752  |
| <b>Total Direct Costs</b>   | <b>\$520,737</b>   |
| <b>Total Indirect Costs</b>   | <b>\$79,263</b>  |
| <b>TOTAL</b>  | <b>\$600,000</b>   |

Contractor Initials: 

Date: 5/16/2024

| New Hampshire Department of Health and Human Services   |  |
|---|--|
| <b>Contractor Name:</b>   | JSI Research & Training Institute, Inc.                        |
| <b>Budget Request for:</b>  | Alcohol and Other Drug (AOD) Continuum of Care System Supports |
| <b>Budget Period</b>  | July 1, 2025.- June 30, 2026                                   |
| <b>Indirect Cost Rate (if applicable)</b>   | 13.21%   |
| Line Item   | Program Cost - Funded by DHHS                                  |
| 1. Salary & Wages   | \$193,249  |
| 2. Fringe Benefits  | \$90,711   |
| 3. Consultants  | \$0  |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$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   | \$1,503  |
| 7. Software   | \$0  |
| 8. (a) Other - Marketing/ Communications  | \$0  |
| 8. (b) Other - Education and Training   | \$0  |
| 8. (c) Other - Other (specify below)  | \$0  |
| Stipends  | \$10,000   |
| 9. Subrecipient Contracts   | \$141,752  |
| <b>Total Direct Costs</b>   | <b>\$437,215</b>   |
| <b>Total Indirect Costs</b>   | <b>\$62,785</b>  |
| <b>TOTAL</b>  | <b>\$500,000</b>   |

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Contractor Initials: \_\_\_\_\_

Date: 5/16/2024

## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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#### 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

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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or misplacement of hardcopy documents, and misrouting of physical or electronic 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.

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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2. The Contractor must not disclose any Confidential Information in response to a 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.

Contractor Initials

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open 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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Contractor Initials

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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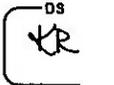
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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

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## New Hampshire Department of Health and Human Services

### Exhibit D

#### DHHS Information Security Requirements

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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

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/doiit/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.

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**Exhibit D**

**DHHS Information Security Requirements**

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- 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.
- 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;

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**New Hampshire Department of Health and Human Services**

**Exhibit D**

**DHHS Information Security Requirements**

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
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



New Hampshire Department of Health and Human

Exhibit E

**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:  
  - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including ~~but not~~

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## New Hampshire Department of Health and Human

### Exhibit E

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, according to the terms set forth in paragraph c. and d. below;
  - III. According to the HIPAA minimum necessary standard;
  - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
  - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

### (3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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Business Associate Agreement  
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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
  - III. Whether the protected health information was actually acquired or viewed; and
  - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
  - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
  - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
  - h. Within ten (10) 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 BAA and the Agreement.
  - i. 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.
  - j. 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.
  - k. Business Associate shall document any disclosures of PHI and information related to any 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.
  - l. 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

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
  - n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:  
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

Exhibit E

Contractor Initials used, [Signature]



New Hampshire Department of Health and Human  
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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation** - If any term or condition of this BAA 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 BAA are declared severable.
- f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services  
The State

DocuSigned by:  
*Katja S. Fox*  
E00D05B04C62442...

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative

Director

Title of Authorized Representative

5/16/2024

Date

JSI Research & Training Institute, Inc.

Name of the Contractor

DocuSigned by:  
*Katherine Robert*  
F960C21F46E0420...

Signature of Authorized Representative

Katherine Robert

Name of Authorized Representative

Director

Title of Authorized Representative

5/16/2024

Date

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# 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.

**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**  
75 State St., 13<sup>th</sup> Floor  
Boston, MA 02109

**D** +1 617 723 7900  
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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

**Net assets without donor restrictions**

## 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

**Net assets with donor restrictions**

Contributions, net of net asset releases of \$1,165

202,251

**CHANGES IN NET ASSETS**

44,414,321

Net assets at beginning of year

66,666,971

Net assets at end of year

\$ 111,081,292

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                      | \$ 468,455,677         | \$ -                 | \$ 468,455,677        | \$ -                   | \$ -                | \$ 468,455,677        |
| Freight costs                    | 53,466,245             | -                    | 53,466,245            | -                      | -                   | 53,466,245            |
| Salaries                         | 36,932,616             | 33,975,418           | 70,908,034            | 23,656,668             | 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                           | 26,709,942             | 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            | 5,290,602              | 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**

**Cash flows from operating activities:**

|   |               |
|---|---------------|
| 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    |
|   | <hr/>         |
| Net cash provided by operating activities   | 39,267,992    |

**Cash flows from investing activities:**

|                                       |                |
|---------------------------------------|----------------|
| Acquisition of property and equipment | <hr/> (39,483) |
|---------------------------------------|----------------|

**NET INCREASE IN CASH AND CASH EQUIVALENTS** 39,228,509

**Cash and cash equivalents at beginning of year** 

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96,415,811

**Cash and cash equivalents at end of year** 

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\$ 135,644,320

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<br/>Depreciation</u> | <u>Net</u>          |
|-------------------------|----------------------|-------------------------------------|---------------------|
| Furniture and equipment | \$ 4,394,050         | \$ 4,307,290                        | \$ 86,760           |
| Leasehold improvements  | <u>11,991,767</u>    | <u>5,937,717</u>                    | <u>6,054,050</u>    |
|                         | <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 | -            |
|      | <hr/>        |
|      | \$ 1,692,225 |

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    |
|            | <hr/>         |
|            | \$ 48,242,274 |

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:

|  | <u>Revenue</u> | <u>% of Total<br/>Income</u> |
|--|----------------|------------------------------|
| 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  | <u>62,892,168</u>     |
| Total financial assets available within one year  | 198,536,488           |
| Less donor restricted assets  | <u>(750,667)</u>      |
| Total financial assets available to management for general expenditures within one year | <u>\$ 197,785,821</u> |

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

## 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.**

# Christin H. D'Ovidio

## Education

YALE SCHOOL OF PUBLIC HEALTH  
*Climate Change and Health Certificate*

LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE  
*Certificate Degree, MBA Essentials*

University of South Florida  
*Graduate Certificate Degree, Social Marketing for Public Health*

New School for Social Research, NYC  
*Master of Fine Arts, Acting & Fine Arts Production*

## Certifications

Certified Communicator in Public Health (CCPH)  
*National Public Health Information Coalition, current*

## Experience

JSI Research & Training Institute, Inc., Northern New England  
*Senior Consultant, Marketing and Communications Project Director, 2016-present*

At JSI I have led and supported multiple dynamic teams of talented and dedicated staff who all reach towards the goal of ensuring health equity across diverse populations within the US.

### **The Partnership @drugfreeNH (2019-present)**

Project Director, Marketing Director: The Partnership is a public-private collaboration between NH DHHS, the NH Governor's Commission on Alcohol & Other Drugs, the NH Charitable Foundation, the Center for Excellence on Addiction, and JSI-NNE. The goal of The Partnership is to share scientific evidence about prevention of substance use and substance misuse, and create a space for individuals to find answers and solutions to deal with substance use and disorders. Work includes community engagement, strategic prevention communications, campaign development ([StrongerNH.org](http://StrongerNH.org)), livestream and video production, digital and social marketing, podcast production/hosting, communication training and technical assistance, youth engagement, youth-lead social media, public relations, web development – [drugfreeNH.org](http://drugfreeNH.org), and conference planning. Over time, the work has included a SAMHSA Land Grant with the University of New Hampshire.

### **Young Adult Alcohol Harm Reduction Campaigns (2016–continued through The Partnership)**

Project Director, Creative Director: Oversaw a team of six to conduct formative research around knowledge, attitudes and beliefs relative to substance use via peer crowd/group segmentation in NH young adults including: literature review, online survey, IRB approval, focus groups (live and virtual) and digital a/b testing. Creative development includes video production, digital campaign development, market research, and influencer marketing. Three campaigns have been developed for priority market segments. *Binge-Free 603* (received the 2018 Berreth Gold Award – for Excellence in Health Marketing from the National Public Health Information Coalition), *Sober Curious*, and *Take A Break NH*.

### **Maternal Alcohol and Marijuana Awareness Campaign (2017–continued through The Partnership)**

Project Director, Lead Researcher: Oversaw a team of six implementing a lifestyle campaign with messaging around marijuana and alcohol use before and during pregnancy and breastfeeding, as well as tool development for healthcare professionals, and worked collaboratively with the NH cannabis dispensaries on harm reduction education. Formative research includes online survey testing (MaxDiff, conjoint), focus groups, interviews, UX and digital a/b testing. Creative development includes video production and digital. The campaign, *Today is For Me.*, won the 2019 Berreth Silver Award - in Corporate Health Marketing from the National Public Health Information Coalition. Work included collaboration with the NH Governor's Commission on Alcohol and Other Drugs, Perinatal Substance Exposure Task Force, State Therapeutic Cannabis Program, and NH Therapeutic Cannabis Medical Oversight Board.

### **OPTIONS Maine (2022-2023)**

Served as Senior Communication Consultant for the Overdose Prevention Through Intensive Outreach Naloxone and Safety (OPTIONS) Project. OPTIONS is a coordinated effort of the Office of Behavioral Health (OBH) and other state agencies to improve the health of Maine residents who use substances through harm reduction strategies, helping them on the road to recovery, and dramatically reducing the number of fatal and non-fatal drug overdoses. This work has resulted in a state-wide public health informational campaign that aims to reduce fatal drug overdoses, decrease stigma, and connect individuals with substance use disorder to resources while reducing the stigma around drug use. Responsibilities include overseeing traditional media strategy, buying and evaluation and video production for the project. [knowyouroptions.me](http://knowyouroptions.me)



### **Community-Based Partnerships for Comprehensive Tobacco Control (2020-present)**

Project Director, Marketing Director: Oversee a multi-pronged project with six teams that provide marketing research, creative development, B2C and B2B marketing strategy, eLearning development, and technical assistance to amplify and enhance evidence-based strategies of a comprehensive tobacco prevention and cessation approach: addressing health related disparities; health communications and media; quit support and resources for youth and adults; community engagement; public polling; and process and outcome evaluation. Work includes engaging the NH system of mental health services to address tobacco-related disparities, a pilot to treat tobacco use dependence in substance use dependence treatment facilities, school-based policy for screening and diversion-based interventions, developing statewide multi-media marketing strategies for mass-reach communication interventions with prevention and cessation approaches, campaign execution for youth and adult prevention and cessation, QuitNow-NH; priority audiences including individuals living with a mental health diagnosis or substance use disorder; healthcare campaigns and eLearning module development, and to promotion of QuitWorks-NH. This multimillion-dollar project is a continuation of collaborative work with the State of New Hampshire that extends over twenty years.

### **ENDS/Vaping Prevention Social Marketing for Middle and High School Youth (2018-present)**

Project Director, Creative Director: Oversee a team of six to determine school-aged peer crowd representation in New Hampshire as well as ENDS/vaping risk behavior prevalence among peer populations. Work includes: Save Your Breath campaign/web development and execution, video production, creative direction, independent evaluation, influencer marketing, youth engagement, murals, strong community and partner collaboration, IRB approval.

### **VT Mentally Healthy (2021-2023)**

Project Director: Project goal - to influence the actual and perceived community support for people dealing with their mental health in the Greater St. Johnsbury area of Vermont with a communication campaign. Working with the VT Mentally Healthy Collaborative Action Network, JSI has conducted research with qualitative analysis (NVivo) and created messaging and digital campaign design elements for the Network to use in the community.

Rivier University, Nashua, New Hampshire  
Adjunct Professor, 2016 – present

State of New Hampshire, Department of Health and Human Services, Concord, New Hampshire  
Marketing and Media Specialist, 2008 – 2016

### **Publications**

- Bradley, M., D'Ovidio, C., Kiplagat, S., *New Hampshire Women's Perceptions of Marijuana and Alcohol Use Before, During and After Pregnancy.* (January 2018).

### **Select Presentations**

- *Save Your Breath: NH's Step in Reducing Adolescent Vaping through Prevention and Interventions.* National Conference on Tobacco or Health. [D'Ovidio, C., Morton, E.] New Orleans (2022).
- *Power of Prevention Training Series – How to Create and Roll Out A Strategic Partner Toolkit for Your Opioid Messages.* Virtual. [D'Ovidio, C., Kane, E.] (2022)
- *The MAMA Project for RSA 132:2.* NH Therapeutic Cannabis Medical Oversight Board. Virtual. [Bradley, M., D'Ovidio, C.] (2021)

### **Honors and Awards**

- *The Power of Prevention Podcast* (2022) Ragan's PR Daily Award - Honorable Mention-Podcasts. Ragan Communication.
- *Tick Free NH* (2022) Ragan's PR Daily Award - Honorable Mention-Marketing Campaign. Ragan Communication.
- *Rhode Rules for RI* (2022) Ragan's PR Daily Award - Honorable Mention-Public Service Campaign. Ragan Communication
- *Today is For Me.* (2019) Berreth Silver Award -Corporate Health Marketing. National Public Health Information Coalition.
- *Wisconsin, We Need to Talk – About Youth Sex Trafficking* (2019) Berreth Bronze Award for Excellence in Public Health Marketing, Not-for-Profit Marketing. National Public Health Information Coalition.
- *Binge-Free 603: What's Your Reason?* (2018) Berreth Gold Award for Excellence in Public Health Marketing. National Public Health Information Coalition.
- *Anyone.Anytime.NH™ Campaign* (2016). *Facing Addiction in America: The Surgeon General's Report on Alcohol, Drugs, and Health.* Washington, DC: HHS, November 2016.

### **Professional Organizations/Volunteer Activities**

Society for Health Communication, Founding Member; Social Marketing Association of North America; International Social Marketing Association; National Public Health Information Coalition, Member & Certifier; NH Public Health Association.



# KATY SHEA MORGAN

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## EDUCATION

UNIVERSITY OF ARIZONA, TUCSON, ARIZONA  
*Master's of Public Health, 2004*

UNIVERSITY OF NEW HAMPSHIRE, DURHAM, NEW HAMPSHIRE  
*B.S., Water Resources Management, 1997*

## EXPERIENCE

**JSI, Bow, New Hampshire**  
*Senior Consultant, 2010 to present*

**Project Director, New Hampshire's (NH) Service to Science program. 2021-present.** Lead a small team that facilitates a process for New Hampshire's innovative prevention and recovery/prevention hybrid programs to become evidence-based. The process includes providing technical assistance and guidance on how to become evidence-based. Recruit and facilitate a panel of experts. Administer grant funds and manage contracts with Service to Science programs.

**Evaluation-Consultant, NH Student Assistance Network. 2022-present.** Assist with the evaluation of Network activities.

**Evaluator, NH's Recovery Friendly Workplace Initiative. 2022.** Developed and administered a Recovery Friendly Workplace (RFW) business survey to evaluate the initiative.

**Consultant, NH Community Development Finance Authority. 2019-2020.** Oversaw a small team that facilitated a community of practice for Recovery Organizations involved in NH Governor's Recovery Friendly Workplace statewide initiative. Hired and collaborated with a recovery subject matter expert to develop trainings for businesses. Wrote project summary report which was submitted to the Governor.

**Consultant, University of Missouri, Kansas City.** Attended prevention summit hosted by the Mid-America Addiction Technology Transfer Center. Used the summit findings to create written guidance for improved prevention workforce efforts across the country.

**Prevention Program Manager, NH Center for Excellence Addressing Alcohol and other Drugs. 2010 to 2019.**  
Former Assistant Director of the NH Center for Excellence and NH Center for Excellence Data and Evaluation Team Lead. Provided prevention Technical Assistance and Training (T/TA) for the NH Bureau of Drug and Alcohol Services, New Hampshire's thirteen regional public health networks, statewide organizations and direct service providers. Supported planning, implementation and evaluation of evidence-based substance misuse prevention, recovery and continuum of care services.

**Facilitator, Capital Area Regional Public Health Network, 2015**  
Assisted with the development of a Community Health Improvement Plan in the Capital Area Regional Public Health Network. Responsibilities include developing tools and processes to guide community leaders in the prioritization of health issues and development of strategic approaches to address the chosen priorities. Goals will be achieved through the facilitation of several planning sessions with community leaders in the capital Area.

**Evaluator, Franklin Mayor's Drug and Alcohol Abuse Task Force, 2011-2014**  
Evaluative and capacity-building support provided to a community coalition with the goal of decreasing substance use amongst the youth in the community. Capacity-building activities included facilitating strategic planning processes and guiding leadership and membership development. Surveys and other evaluation tools were used to indicate progress towards reaching the coalition's goals and objectives as well as to inform the implementation of strategic activities.

**Project Manager, Monadnock United Way Collective Impact Project, 2013**  
Collaborated with consultants from Antioch University and guided a community process of strategic development using a Collective Impact framework. Responsibilities included developing processes, tools and materials by which a diverse group of high-level stakeholders make strategic decisions around the implementation of a regional systems-level approach to preparing children ages 0-5 to be successful in school. The ultimate goal was to increase educational attainment in the region.

**Granite United Way and Lakes Region Partnership for Public Health, Manchester and Laconia, New Hampshire**  
*Evaluator, 2007–2010*

Managed and implemented all assessment and evaluation activities for two regional substance abuse prevention coalitions in coordination with state and federal guidelines. Conducted community-based presentations and trainings, provided ongoing technical assistance to community partners around data collection and interpretation, evidence-based prevention, and program/strategy planning and evaluation.

**Granite State College, Concord, New Hampshire**  
*Instructor, 2009–2010*

Designed and taught the curriculum for two online health care courses: *Emerging U.S. Health Care System* and *Health Care Policy*.

**Caring Community Network of the Twin Rivers, Franklin, New Hampshire**  
*Public Health Network Coordinator, 2007*

Coordinated regional public health emergency preparedness planning activities.

**Institute for Community Health, Cambridge, Massachusetts**  
*Research Associate, 2005–2007*

As a Research Associate, worked on the evaluation of several healthy weight promotion programs. Managed and coordinated evaluation activities (quantitative and qualitative instrument design, data collection, analysis) using community-based participatory methods. Developed and maintained community and inter-agency relations, provided consultation to community partners around planning, implementation and evaluation, prepared and delivered evaluation results (written reports, oral presentations), supervised and trained project staff and graduate student interns and assisted in developing grant proposals.

## TRAINING | CERTIFICATIONS

- New Hampshire Prevention Certification Board, Concord, New Hampshire  
*Certified Prevention Specialist, 2014-2019*
- Northeast Center for the Application of Prevention Technologies, Willimantic, Connecticut  
*Substance Abuse Prevention Skills Training (SAPST) Facilitator, 2013*
- Northeast Center for the Application of Prevention Technologies, Concord, New Hampshire  
*Prevention Ethics Training (SAPST) Facilitator, 2016*

## PROFESSIONALS AFFILIATIONS | MEMBERSHIP

- New Hampshire Providers Association, *Board Member 2015-2018*
- New Hampshire Prevention Certification, *Board member 2014-2016*
- New Hampshire Public Health Association, *Member*

## PUBLICATIONS | PRESENTATIONS

- *Addressing Substance Use Among Young Adults Ages 18-25: Utilizing the SPF, Innovative Assessment and Nontraditional Prevention Strategies in New Hampshire and Connecticut.* 2018, National Prevention Network presentation in partnership with the University of Connecticut on innovative prevention strategies to address substance misuse among the 18-25 year old population.
- *Prevention Workforce Mentoring in NH.* National Prevention Network presentation in partnership with the NH Prevention Certification Board on developing a peer mentoring program in NH.
- *Impacting the Addiction Continuum: Case Studies in Advancing a Prevention Agenda to Improve Outcomes Within and Beyond the Clinic Walls.* 2018, National Council for Behavioral Health presentation on behavioral and public health practice integration and how these strategies impact population-based health outcomes as they relate to the addiction continuum. The panel session, planned by the National Network of Public Health Institutes, highlighted collaborative and multi-sector public health strategies underway in California, Illinois, Massachusetts, New Hampshire, and South Carolina.
- *Building Prevention Science in the Community.* 2013, Society for Prevention Research presentation demonstrating how New Hampshire developed an innovative approach to substance misuse prevention using a two-pronged approach: 1) community-

based participatory research to place communities at the center of problem identification and response; and 2) an Action Learning Collaborative model to provide a structured means to transfer knowledge and necessary peer and technical support.

- *Supporting Evidence-based Alcohol, Tobacco and Other Drug Services in New Hampshire through the New Hampshire Center for Excellence. 2011, American Public Health Association poster presentation demonstrating how the NH Center for Excellence supports regional networks and direct service providers through the application of improvement science, technology transfer concepts, action learning and quality improvement (QI) tools and techniques.*
- *Implementing the Strategic Prevention Framework in the Capital Region of New Hampshire. 2009, American Public Health Association conference scientific session presentation made as part of the ATOD section. The presentation described the community-based participatory process used to follow the steps of-assessing, building capacity, planning, implementing, and evaluating a regional substance misuse prevention coalition project.*
- *Evolution of the Health "Report Card": A Community's Journey to Promote Healthy Weight. 2006, American Public Health Association conference scientific session presentation made as part of the School Health section. The presentation described the process of revisions made to BMI and physical fitness reports sent to parents of K-12 students in Cambridge, MA. The "report card" was part of a comprehensive approach to obesity prevention.*

# OLIVIA SKALTSIS, MS

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## Education

University of Massachusetts, Amherst  
*Master of Science, Microbiology, 2019*

University of Massachusetts, Amherst  
*Bachelor of Science, Microbiology, 2018*

## Experience

**JSI Research & Training Institute, Inc. d/b/a Community Health Institute, Bow, New Hampshire**  
*Consultant, April 2023 to present*

### *Current Projects:*

**NH Governor's Commission on Alcohol and Other Drugs, April 2023-Present**

Serves as the Project Manager. The mission of the NH Governor's Commission on Alcohol and Other Drugs is to significantly reduce alcohol and other drug problems and their behavioral, health and social consequences for the citizens of New Hampshire by advising the Governor and Legislature regarding the delivery of effective and coordinated substance misuse prevention, treatment, and recovery services throughout the state. JSI serves as a consultant to the Chair of the Commission and the Department of Health and Human Services for their expertise in content, strategic planning, and convening. JSI coordinates all aspects of Task Force meetings and provides technical assistance to the Commission.

**Center for Excellence on Addiction, April 2023-Present**

Serves as project support on the administration team. The Center for Excellence on Addiction at JSI Research and Training Institute, Inc., provides support via expert consultation and technical assistance to communities, practitioners, policymakers, and other partners as they work to effectively address addiction and to reduce alcohol and other drug misuse and related consequences in New Hampshire.

**Student Assistance Network, April 2023-Present**

Serves as the Project Manager. The New Hampshire Student Assistance Network (The Network) develops, aligns, and promotes Student Assistance Programs (SAP) based on the nationally recognized, evidence-based Project SUCCESS. In collaboration with the NH Bureau of Drug and Alcohol Services, The Network continues to support SAPs by providing group and individual technical assistance, a Community of Practice learning collaborative, support with evaluation and sustainability planning, and contract management.

**NH Medicaid to Schools Training and Technical Assistance Center, May 2023-Present**

Serves as project support and resource development. New Hampshire has developed a training and technical assistance center for NH school districts to support the utilization of the NH Medicaid to Schools Program. Working in collaboration with the New Hampshire Department of Health and Human Services Offices of Medicaid and Department of Education along with local and national experts, the NH Charitable Foundation funded JSI Research and Training Institute to provide the most up-to-date and helpful information to schools.

**CDFA Housing Resource and Training Library, August 2023-Present**

Serves as Project Director. In collaboration with the Community Development Financing Authority and the New Hampshire Coalition to End Homelessness, JSI is developing the New Hampshire Homelessness Training and Resource Library to create a centralized location of trainings, resources, and support for professionals working with unhoused populations.

## Prior Experience

### UNH Institute for Health Policy and Practice, Concord, NH

*Project Director I, February 2022 to March 2023*

Coordinated, managed, and launched Project ECHO programs on a variety of public health topics, including substance use disorder and COVID-19, via curriculum development, program advertisement, and participant and Subject Matter Expert recruitment. Oversaw all UNH ECHO programs to ensure fidelity to the model as a member of the UNH Project ECHO Hub Team. Delivered technical assistance to over 20 rural NH practices in support of substance use treatment and harm reduction in conjunction with external partners. Communicated and coordinated with internal and external partners to deliver educational programs, opportunities, and trainings to improve health care system delivery and payment.

*Research Associate II, March 2020 to February 2022*

Served as program support for multiple projects related to substance use disorder. Developed promotional materials for internal and external partners to showcase project work, aid in recruitment, and deliver trainings. Documented and reported background data in the form of reviewing publications and secondary data analysis. Served as Program Coordinator for 4 Project ECHO programs, working to develop session materials, recruit participants, and act as point of contact between participants and internal team.

### Laboratory of Medical Zoology at UMass Amherst, Amherst, MA

*Graduate Research Assistant, May 2018 to May 2019*

Developed, optimized, and assisted in writing a high-throughput PCR and bead-based fluorescence assay protocol for detection of the infectious outer surface protein C (ospC) genotypes on *Borrelia burgdorferi sensu stricto* (Lyme Disease) as a reliable substitution for previous outdated genotyping methods.

### TickReport at UMass Amherst, Amherst, MA

*Undergraduate Laboratory Technician, October 2016 to May 2018*

Identified and imaged tick species for 1600+ biological samples without contamination. Educated the public via community outreach events, instant messaging, telephone, and in person. Assisted in creating and distributing educational materials (brochures, temporary tattoos, website FAQs, etc.).

## Publications/Presentations

Pearson P, Skaltsis O, Luo CY, Xu G, Oppler Z, et al. (2022) A *Borrelia burgdorferi* outer surface protein C (OspC) genotyping method using Luminex technology. PLOS ONE 17(6): e0269266.

Speaker, *Evolving Together through Project ECHO<sup>®</sup>: Increasing Awareness of Stigma & Harm Reduction in the Medical Community*. April 2022, Corvini, M., West, K., Skaltsis, O. Presented at Recovery, Inclusion, Community, Harm Reduction Conference

Speaker, *Partnership for Academic-Clinical Telepractice: Medications for Addiction Treatment (PACT-MAT) ECHO<sup>®</sup>*. December 2020, Doyle, M., West, K., Corvini, M., Skaltsis, O. Virtual presentation at Penn State Impact Collaborative

## Other Skills

Microsoft Office

Google Suite

Canva

Qualtrics

Grant and proposal writing



|   |  |  |                      |
|---|--|--|----------------------|
| <b>KEY PERSONNEL</b>  |  |  |                      |
|   |  |  |                      |
| 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> |
| Amy Daniels   | Director, Center for Excellence on Addiction | \$45,000.00                                  | \$145,000.00         |
| Katy Shea Morgan  | Service to Science Director                  | \$31,000.00                                  | \$106,016.00         |
| Christin D'Ovidio   | Partnership @drugfreeNH Director             | \$10,650.00                                  | \$123,480.00         |
| Olivia Skaltsis   | Governor's Commission on AOD Project Manager | \$18,550.00                                  | \$80,340.00          |