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

Lori A. Weaver  
Commissioner

Iain N. Watt  
Director

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October 17, 2024

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** contract with JSI Research and Training Institute, Inc. (VC #161611), Bow, NH, in the amount of \$455,000 to support administration and distribution of funds to licensed childcare facilities to remediate exposure to lead in drinking water, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through December 31, 2025. 12% Federal Funds. 88% Other Funds (Transfer from Other Agency – Department of Environmental Services).

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

**05-95-090-901510-67120000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF PUBLIC HEALTH PROTECTION, DES CC LEAD REMEDIATION PROG**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	90037006	\$395,000
2026	102-500731	Contracts for Prog Svc	90037006	\$5,000
			<b>Subtotal</b>	<b>\$400,000</b>

**05-95-090-9005010-16280000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF INFORMATICS, STRENGTHEN PH INFRASTRUCTURE**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	90162802	\$54,000
2026	102-500731	Contracts for Prog Svc	90162802	\$1,000
			<b>Subtotal</b>	<b>\$55,000</b>
			<b>Total</b>	<b>\$455,000</b>

### EXPLANATION

This request is **Sole Source** because the Department is implementing the funding actions taken by the Drinking Water and Groundwater Advisory Commission to distribute funds to eligible childcare facilities to remediate lead risk before December 31, 2025. Given the timeline to execute this project, duration for potential work, and the number of potentially interested parties, the Contractor was selected due to their proven track record of coordinating fiscal and grant administration on behalf of the Department and to maximize the program timeline for eligible entities.

The purpose of this request is for the Contractor to administer funds included in a Memorandum of Understanding between the Department and the New Hampshire Department of Environmental Services to support the remediation of lead in drinking water at licensed childcare facilities. In accordance with RSA 485:17-a, all licensed New Hampshire childcare facilities must test for lead in drinking water outlets where water is available for consumption by children. Childcare facilities must then remediate at locations in their facilities that test at or above the lead action level.

The Contractor will administer funds to licensed childcare facilities to reimburse remediation efforts such as replacing faucets and plumbing, installing bottle-filling stations, installing filtration or other water quality treatment, and any other remediation action approved by the Department. The Contractor will create and maintain an application form, receive and track grant applications, confirm receipt of required documentation, and follow up with applicants as needed. The Contractor will also distribute and track funds sent to approved licensed childcare facilities following the Department's technical review and approval of funding applications:

As many as 150 childcare facilities will be served during State Fiscal Years 2025 and 2026.

The Department will monitor services by:

- Meeting with the Contractor once every three months or more frequently as needed; and
- Communicating via phone calls, weekly project status emails, and quarterly reports.

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.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Should the Governor and Council not authorize this request, the Department will not have administrative support to efficiently distribute funds to support licensed childcare facilities with lead remediation, which may impede the ability to distribute all awarded funds and prolong children's exposure to lead in drinking water.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.967 FAIN #NE11OE000077

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

Respectfully submitted,

  
Lori A. Weaver  
Commissioner

**Subject: SS-2025-DPHS-03-LEADI-01 (Lead in Drinking Water Remediation Funding for Childcare Facilities)**

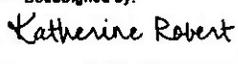
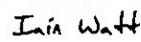
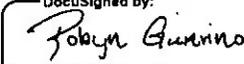
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute, Inc.		1.4 Contractor Address 501 South Street Bow, NH 03301-3867	
1.5 Contractor Phone Number 603-573-3300	1.6 Account Unit and Class TBD	1.7 Completion Date December 31, 2025	1.8 Price Limitation \$455,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 10/15/2024		1.12 Name and Title of Contractor Signatory Katherine Robert Director	
1.13 State Agency Signature DocuSigned by:  Date: 10/15/2024		1.14 Name and Title of State Agency Signatory Iain Watt Director - DPHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 10/15/2024			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 10/15/2024

**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.

Contractor Initials   
Date  
10/15/2024

**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.

Contractor Initials   
Date  
10/15/2024

**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  
Lead in Drinking Water Remediation Funding for Child Care Facilities  
EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by 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.

1.2. 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  
Lead in Drinking Water Remediation Funding for Child Care Facilities  
EXHIBIT B**

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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must administer the distribution of funds from New Hampshire's Drinking Water and Groundwater Trust Fund to licensed child care facilities in New Hampshire to remediate exposure to lead in drinking water.
- 1.2. The Contractor must develop, in collaboration with the Department, a Department-approved grant application and award letter for licensed child care facilities seeking reimbursement for costs incurred to support lead remediation efforts. The Contractor must ensure that the grant application:
  - 1.2.1. Is available in both English and Spanish.
  - 1.2.2. Includes instructions for completing the application and submitting supporting documents.
  - 1.2.3. Includes a section for applicants to provide descriptions for each remediation request.
  - 1.2.4. Includes instructions for verifying licensure and good standing.
  - 1.2.5. Includes instructions for verifying applicants have not received prior funding for any remediation requests mentioned within their grant application from the Department's Child Care Accelerate Program or the Rural Community Assistance Partnership.
  - 1.2.6. Includes an expenses summary section, for expenses such as parts and labor.
  - 1.2.7. Is available in a fillable Adobe Portable Document Format (PDF) with e-signature function enabled.
- 1.3. The Contractor must accept grant applications and supporting documents from applicants via electronic mail or physical mail.
- 1.4. The Contractor must ensure that all applicants submit a completed application and all invoice and post award documentation required.
- 1.5. The Contractor must require applicants to submit a lead removal plan describing all remediation activities. The Contractor must ensure the lead removal plan includes:
  - 1.5.1. Lead test results.
  - 1.5.2. Proof that initial test results and any post-remediation test results have been submitted to New Hampshire Department of Environmental Services (DES).
  - 1.5.3. Applicant Outlet ID pre-assigned by DES which includes:

DS  
KR

**New Hampshire Department of Health and Human Services  
Lead in Drinking Water Remediation Funding for Child Care Facilities**

**EXHIBIT B**

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- 1.5.3.1. Location and description of drinking water outlets remediated (e.g., kitchen faucet, bathroom faucet, utility faucet, bubbler valve).
- 1.5.4. Date remediation action was reported.
- 1.5.5. Proposed or completed remediation actions.
- 1.5.6. Copies of quotes for all proposed remediation actions.
- 1.5.7. Copies of all invoices and/or receipts for completed remediation actions.
- 1.6. The Contractor must develop and utilize a Department-approved process as referenced in Section 1.8, to track, manage, monitor, and reconcile grant applications, awards, invoices, and funds distributed for authorized remediation activities.
- 1.7. The Contractor must develop and implement a review and approval process as referenced in Section 1.8 for grant applications and remediation activities in collaboration with the Department's Environmental Health Coordinator or designee.
- 1.8. The Contractor must administer the grant review, award, and payment through the following process:
  - 1.8.1. Step One: The Contractor must review applications to ensure requests align with approved remediation expenses and the applications include supporting documentation that is complete and accurate.
    - 1.8.1.1. The Contractor must ensure that eligible applicants meet the requirements for lead testing set forth in RSA 485:17-a (1), namely a licensed child care facility that tests at or above five (5) parts per billion for lead in water for any faucet that is used by children for drinking, cooking, food preparation, formula mixing, or teeth brushing at their facility.
    - 1.8.1.2. The Contractor must ensure that reimbursement expenses are limited to:
      - 1.8.1.2.1. Replacement of faucets and plumbing, including pipes or pipe fittings.
      - 1.8.1.2.2. Installation of bottle-filling stations.
      - 1.8.1.2.3. Installation of filtration systems.
      - 1.8.1.2.4. Other water quality treatment methods respective to lead exposure, as approved by the Department.

**New Hampshire Department of Health and Human Services  
Lead in Drinking Water Remediation Funding for Child Care Facilities**

**EXHIBIT B**

- 1.8.2. Step Two: The Contractor must pre-approve all grant applications and supporting documentation, including invoices and estimates, and forward approved applications to the Department within seven (7) calendar days of receipt. This process includes but is not limited to:
- 1.8.2.1. Reviewing applications and documentation for accuracy, thoroughness, authenticity, completeness, and ensuring applications are in accordance with funding and contract guidelines. The Contractor must move all applications that meet the aforementioned criteria to the Department for review and approval.
- 1.8.3. Step Three: Upon receiving a Contractor pre-approved grant application, the Department will utilize an internal review process to review grant applications and notify the Contractor of approved or rejected grant applications in writing. This process includes:
- 1.8.3.1. The Department's review of the Contractor's pre-approval and review notes, the grant application, and verification the applicant meets all grant requirements. The Department, at its sole discretion, reserves the right to determine accuracy and authenticity of documentation and may request subsequent documentation as it deems appropriate. The Department also reserves the right, at its sole discretion, to reject a grant application.
  - 1.8.3.2. The Department will notify the Contractor of its final determination on each application.
- 1.8.4. Step Four: The Contractor must issue award letters to approved applicants and distribute award funds upon approval by the Department.
- 1.8.4.1. The Contractor must develop and implement a payment or reimbursement submission process, including an Automated Clearing House (ACH) direct deposit request form. The Contractor must ensure the process is working no later than 30 calendar days from the Effective Date of this Agreement. The Contractor must issue payment, either through ACH transaction or paper check, and track payments to approved child care facilities.
  - 1.8.4.2. The Contractor must ensure that payments to approved child care facilities occur within 30 calendar days of receiving grant application approval from the Department.

**New Hampshire Department of Health and Human Services  
Lead in Drinking Water Remediation Funding for Child Care Facilities  
EXHIBIT B**

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- 1.8.4.3. The Contractor must submit an invoice for reimbursement of grant funds to the Department as specified in Exhibit C, Payment Terms.
- 1.8.4.4. The Contractor must notify the Department upon the completion of each project through email.
- 1.8.5. Step Five: The Contractor must ensure, prior to paying any invoices, that all funding requested is approved by the Department and allowable based on the application submitted by the child care facility.
- 1.9. The Contractor must provide logistical support for applicants regarding:
  - 1.9.1. The grant application process, including completion and implementation.
  - 1.9.2. Fund disbursement and timing.
  - 1.9.3. Questions regarding the grant application process and/or funds disbursement.
  - 1.9.4. Parameters regarding allowable and non-allowable use of funds, as approved by the Department.
  - 1.9.5. Process for return of unused funds or funds utilized for non-approved and non-allowable expenses.
- 1.10. The Contractor must conduct a kick-off meeting with the Department within thirty (30) calendar days of the Effective Date of this Agreement and must meet with the Department to assess progress toward objectives and activities every three months.
- 1.11. The Contractor must develop and submit a Work Plan for the Department's approval no later than thirty (30) calendar day after the Effective Date of this Agreement. The Work Plan must include:
  - 1.11.1. Required tasks, as outlined in the Statement of Work, along with completion timelines.
  - 1.11.2. Description of the process for funding disbursement, including obtaining approval from the Department on funding grant applications.
  - 1.11.3. Description of funds disbursed and project updates.
- 1.12. Reporting
  - 1.12.1. The Contractor must submit a report to the Department the first of every third month, containing the following information:
    - 1.12.1.1. The number of grant applications received from licensed child care facilities including the child care facility's name and location.

**New Hampshire Department of Health and Human Services  
Lead in Drinking Water Remediation Funding for Child Care Facilities**

**EXHIBIT B**

- 1.12.1.2. The number of grant applications approved.
- 1.12.1.3. The average amount of funding allocated per grant application.
- 1.12.1.4. The total amount of funds dispersed to date and the total amount of funds remaining.
- 1.12.1.5. A list of any factors or issues that need to be resolved in order to adequately process grant applications.
- 1.12.1.6. The number of child care facilities receiving lead in water remediation funding compared to the number of facilities testing at or above five (5) parts per billion for lead in water.
- 1.12.1.7. The total number of drinking water outlets testing at or above 5 ppb that have been remediated using lead in water remediation funding.
- 1.12.1.8. Any other information as requested by the Department.
- 1.12.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.13. Confidential Data
  - 1.13.1. The Contractor must ensure the grant application and approval process does not include the collection of any personally identifiable information about the children or families served by the child care facilities.
  - 1.13.2. 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.
  - 1.13.3. 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.

**2. Exhibits Incorporated**

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security

**New Hampshire Department of Health and Human Services  
Lead in Drinking Water Remediation Funding for Child Care Facilities  
EXHIBIT B**

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Requirements.

**3. Additional Terms**

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

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

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

3.2.1. The Contractor must submit:

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

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved with the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

**3.3. Credits and Copyright Ownership**

3.3.1. All documents, 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 a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part

**New Hampshire Department of Health and Human Services  
Lead in Drinking Water Remediation Funding for Child Care Facilities**

**EXHIBIT B**

by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

**3.4. Eligibility Determinations**

- 3.4.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.4.2. The Contractor must ensure all applicants are permitted to fill out a grant application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

**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.
  - 4.1.3. Statistical, enrollment, or records for each recipient of services, which records must include all records of grant application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices

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**New Hampshire Department of Health and Human Services  
Lead in Drinking Water Remediation Funding for Child Care Facilities  
EXHIBIT B**

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submitted to the Department to obtain payment for such services.

- 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  
Lead in Drinking Water Remediation Funding for Child Care Facilities  
EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 12% Federal funds, Strengthening NH Public Health Infrastructure, Workforce and Data Systems, as awarded on December 6, 2023, by the Center for Disease Control, , ALN 93.967, FAIN NE11OE000077.
  - 1.2. 88% Other Funds (State of NH Drinking Water and Groundwater Trust Fund).
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:
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dphs.contract@dhhs.nh.gov](mailto:dhhs.dphs.contract@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.

**New Hampshire Department of Health and Human Services  
Lead in Drinking Water Remediation Funding for Child Care Facilities  
EXHIBIT C**

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6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 18 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.

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**New Hampshire Department of Health and Human Services  
Lead in Drinking Water Remediation Funding for Child Care Facilities  
EXHIBIT C**

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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 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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Exhibit C-1 Budget

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

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

*Lead in Drinking Water Remediation Funding for*

Budget Request for: *Childcare Facilities*

Budget Period: *Upon GC Approval through December 31, 2025*

Indirect Cost Rate (if applicable) 14.26%

Line Item	SFY 25 (GC Approval - June 30, 2025)	SFY 26 (July 1, 2025 - December 31, 2025)
1. Salary & Wages (Lead Remediation from the State of New Hampshire Drinking Water and Groundwater Trust Fund)	\$26,347	\$3,226
2. Fringe Benefits	\$12,480	\$1,528
3. Consultants	\$0	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies - Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
9. Subrecipient Contracts (Lead Remediation from the State of New Hampshire Drinking Water and Groundwater Trust Fund)	\$400,000	\$0
<b>Total Direct Costs</b>	<b>\$438,827</b>	<b>\$4,754</b>
<b>Total Indirect Costs</b>	<b>\$10,173</b>	<b>\$1,246</b>
<b>Subtotals</b>	<b>\$449,000</b>	<b>\$6,000</b>
	<b>TOTAL</b>	<b>\$455,000</b>

Contractor Initials:

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# New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

## SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

### ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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

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

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

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# New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

## SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

### SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

### PRIMARY COVERED TRANSACTIONS

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

### LOWER TIER COVERED TRANSACTIONS

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

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

### SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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Exhibit D  
Federal Requirements

Contractor's Initials DS  
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Date 10/15/2024

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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### SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

### SECTION F: CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and.
  - 10.2. Compensation information is not already available through reporting to the SEC.  
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

# New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

## FORM A

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

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

           NO                        X   YES

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

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

           NO                        X   YES

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

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

Name: _____	Amount: _____

Contractor Name: JSI Research & Training Institute, Inc.

10/15/2024  
Date: \_\_\_\_\_

DocuSigned by:  
*Katherine Robert*  
E850C71E48E0430  
Name: Katherine Robert  
Title: Director

## New Hampshire Department of Health and Human Services

### Exhibit E

## 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 E

### 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 E

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.

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## New Hampshire Department of Health and Human Services

### Exhibit E

### 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.

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## New Hampshire Department of Health and Human Services

### Exhibit E

### 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 E

#### 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 E

#### 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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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## New Hampshire Department of Health and Human Services

### Exhibit E

### 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 E**

**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

# 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: 0006790617



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of October A.D. 2024.

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

David M. Scanlan  
Secretary of State

# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 742096

Certificate Number: 0006790618



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of October A.D. 2024.

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

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of JSI Research and Training Institute, Inc. dba Community Health Institute.  
(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 Katie Robert (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of JSI Research and Training Institute, Inc. dba Community Health Institute to enter  
(Name of Corporation/ LLC)  
into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: Oct. 15, 2024

Antonia Powell  
Antonia Powell (Oct 15, 2024 09:36 EDT)  
Signature of Elected Officer  
Name: Antonia Powell  
Title: Assistant Clerk/Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/3/2024

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

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

<b>PRODUCER</b> AHT Insurance, A Baldwin Risk Partner 458 South Ave Whitman MA 02382  License#: CA#0658748	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 800-648-4807      FAX (A/C No): 781-447-7230 E-MAIL: ADDRESS:  INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A : Federal Insurance Company      20281 INSURER B : ACE American Insurance Company      22667 INSURER C : Great Northern Insurance Compa      20303 INSURER D : Chubb Indemnity Insurance Comp      12777 INSURER E : INSURER F :
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**INSURED**      **JOHNSNO-01**  
 JSI Research & Training Institute, Inc.  
 John Snow, Inc.  
 World Education, Inc.  
 44 Farnsworth Street  
 Boston MA 02210-1206

**COVERAGES**      **CERTIFICATE NUMBER: 1954118484**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDR. INSD	SUBM WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			35873320	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			73546634	9/9/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			79861066	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N    N/A			71733182	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Errors & Omissions/Cyber			D96621772	10/1/2024	10/1/2025	Per Occurrence 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## JSI Research and Training Institute Inc.

### Mission Statement

JSI Research and Training Institute was incorporated in 1987 as a 501©3 non-profit organization in the Commonwealth of Massachusetts. Our mission is to alleviate public health problems both in the United States and in developing countries around the world through applied research, technical assistance and training. JSI maintains offices in Boston, Massachusetts; Washington, D.C.; Denver, Colorado and Bow, New Hampshire; as well as seven overseas offices in developing nations. Since its inception, JSI has successfully completed more than 400 contracts in the health and human service fields.

## Community Health Institute

### Mission Statement

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

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

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

**September 30, 2023**

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**GRANT THORNTON LLP**  
75 State Street, 13th Floor  
Boston, MA, 02109

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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, 2023, 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, 2023, 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.

### 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 27, 2024

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

**September 30, 2023**

**ASSETS**

**Current assets**

Cash and cash equivalents	\$ 198,258,786
Receivables for program work	79,831,673
Field advances - program	540,895
Employee advances	176,555
Inventory	51,056,340
Prepaid expenses and other current assets	<u>18,430,741</u>

Total current assets 348,294,990

Property and equipment, net 6,567,204

Goodwill 727,375

Right-of-use assets 41,961,185

Other assets 3,041,817

Total assets \$ 400,592,571

**LIABILITIES AND NET ASSETS**

**Current liabilities**

Accounts payable and accrued expenses	\$ 59,658,105
Accrued vacation	4,651,012
Lease liabilities	7,444,243
Advances for program work	<u>176,180,268</u>

Total current liabilities 247,933,628

Long-term lease liabilities 34,822,121

Total liabilities 282,755,749

**Net assets**

Without donor restrictions	117,036,234
With donor restrictions	<u>800,588</u>

Total net assets 117,836,822

Total liabilities and net assets \$ 400,592,571

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, 2023

<b>Net assets without donor restrictions</b>	
<b>Support and revenue</b>	
Public support	
Global Fund	\$ 415,379,336
Government grants and contracts	
U.S. Government	354,586,872
Commonwealth of Massachusetts	20,585,288
Other grants and contracts	105,338,023
Contributed net assets (see Note 3)	291,248
Program income	166,488
Contributions	181,469
Net assets released from restriction	24,497
In-kind project contributions	862,161
Other income	140,980
Interest income	<u>1,776,163</u>
<b>Total support and revenue</b>	<b>899,332,525</b>
<b>Expenses</b>	
<b>Program services</b>	
International programs	760,016,335
Domestic programs	<u>74,001,338</u>
<b>Total program services</b>	<b>834,017,673</b>
<b>Supporting services</b>	
Management and general	52,945,220
Fundraising	<u>21,731</u>
<b>Total supporting services</b>	<b>52,966,951</b>
<b>Other expenses</b>	
Income taxes	4,422,777
Unallowable costs	<u>1,219,515</u>
<b>Total expenses</b>	<b>892,626,916</b>
Change in net assets without donor restrictions	6,705,609
<b>Net assets with donor restrictions</b>	
Contributions, net of net asset releases of \$24,497	<u>49,921</u>
<b>CHANGES IN NET ASSETS</b>	<b>6,755,530</b>
<b>Net assets at beginning of year</b>	<u>111,081,292</u>
<b>Net assets at end of year</b>	<u><u>\$ 117,836,822</u></u>

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

JSI Research and Training Institute, Inc. and Affiliates

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year ended September 30, 2023

	Program Services			Supporting Services		
	International Programs	Domestic Programs	Total	Management and General	Fundraising	Total
Commodities	\$ 376,216,569	\$ -	\$ 376,216,569	\$ -	\$ -	\$ 376,216,569
Freight costs	41,410,482	-	41,410,482	-	-	41,410,482
Salaries	53,235,995	39,228,072	92,464,067	34,488,778	2,509	126,955,354
Consultants	21,890,660	8,678,182	30,568,842	4,125,306	-	34,694,148
Cooperating national salaries	65,219,485	1,581,774	66,801,259	875,014	-	67,676,273
Travel	28,174,875	2,037,035	30,211,910	1,576,128	-	31,788,038
Allowance and training	12,953,687	324,885	13,278,572	568,850	-	13,847,422
Subgrants	46,756,192	583,286	47,339,478	158,030	-	47,497,508
Subcontracts	59,210,032	10,157,643	69,367,675	75,150	-	69,442,825
Equipment, material and supplies	12,714,542	716,540	13,431,082	1,356,069	-	14,787,151
Other costs	33,972,645	10,595,081	44,567,726	7,427,317	19,222	52,014,265
Information technology	161,498	-	161,498	873,821	-	1,035,319
Non-commodity	308,387	-	308,387	-	-	308,387
Quality assurance	38,931	-	38,931	-	-	38,931
Equipment over \$5,000	5,730,415	35,838	5,766,253	-	-	5,766,253
VAT	593,976	63,002	656,978	-	-	656,978
In-kind project expenses	1,427,964	-	1,427,964	-	-	1,427,964
Depreciation	-	-	-	1,420,757	-	1,420,757
<b>Total expense</b>	<b>\$ 760,016,335</b>	<b>\$ 74,001,338</b>	<b>\$ 834,017,673</b>	<b>\$ 52,945,220</b>	<b>\$ 21,731</b>	<b>\$ 886,984,624</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, 2023**

<b>Cash flows from operating activities:</b>	
Change in net assets	\$ 6,755,530
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	1,420,757
(Increase) decrease in operating assets:	
Receivables for program work	(16,248,188)
Field advances - program	(171,747)
Employee advances	54,735
Inventory	43,038,776
Prepaid expenses and other current assets	(10,049,422)
Right-of-use assets	4,326,258
Other assets	(1,892,358)
Increase (decrease) in operating liabilities:	
Accounts payable and accrued expenses	(17,336,680)
Accrued vacation	1,883,560
Advances for program work	55,147,460
Lease liabilities	<u>(4,103,657)</u>
Net cash provided by operating activities	<u>62,825,024</u>
<b>Cash flows from investing activities:</b>	
Acquisition of The Manoff Group, net of cash acquired	(403,359)
Contributed net assets, net of cash received	2,039,409
Acquisition of property and equipment	<u>(1,846,608)</u>
Net cash used in operating activities	(210,558)
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	<b>62,614,466</b>
<b>Cash and cash equivalents at beginning of year</b>	<u>135,644,320</u>
<b>Cash and cash equivalents at end of year</b>	<u><u>\$ 198,258,786</u></u>
<b>Supplemental cash flow information:</b>	
Cash paid during the year for income taxes	<u><u>\$ 936,475</u></u>

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

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**September 30, 2023**

**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 is a global nonprofit dedicated to improving lives around the world through greater health, education, and socio-economic equity for individuals and communities. Current funding is principally from the United States Agency for International Development ("USAID") and the United States Department of Health and Human Services ("DHHS").

R&T is the sole member of The Partnership for Supply Chain Management, Inc. ("PFSCM"), InSupply Health Limited ("InSupply"), and the sole shareholder of John Snow, Inc. ("JSI"), Community Economics Corporation ("CEC"), and John Snow India Private Limited ("JSIPL"). R&T was also the sole member of World Education, Inc. ("WEI") through June 30, 2023, at which time WEI was merged into R&T and no longer exists as a separate legal entity. 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.

The Partnership for Supply Chain Management (PFSCM) was incorporated on February 14, 2005 under the laws of Massachusetts. PFSCM began operations on October 1, 2005. PFSCM's project teams collaborate with institutions that are among the most trusted names in international public health and development, 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. PFSCM supply chain projects and initiatives strengthen, develop, and manage secure, reliable and cost-effective provision of health products to low- and middle-income countries. PFSCM deliveries to 90+ countries globally via a supply chain that is transparent, accountable, and tailored to specific country needs.

InSupply Health Limited ("InSupply") is domiciled in Kenya where it is incorporated under the Kenyan Companies Act, 2015 as a non-profit organization limited by guarantee. The principal activity is providing supply chain advisory with customized guidance on supply chain management and design.

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) is a wholly owned subsidiary of JSI and is engaged in providing information, consulting, and problem-solving services, advice and management. All of CEC's revenue is received from related parties.

John Snow India Private Limited (JSIPL) is a wholly owned subsidiary of JSI and is engaged in implementing public health programs at scale to support India's efforts to improve maternal, newborn and child health and nutrition, strengthen immunization systems, reduce the spread of communicable diseases, and build capacity for managing complex supply chains.

The Manoff Group, Inc. ("TMG") was incorporated December 1, 1988 in the Commonwealth of Massachusetts. TMG provides social and behavior change, strategic program assistance and social marketing services that include: in depth consumer research to better understand and be responsive to client needs; effective and creative social and behavior strategies and communication plans to promote new products, better health and nutrition practices, and increased utilization of program services; skills development training in social marketing; and assistance to strengthen linkage between the government and private sector firms working in social and behavior change programming, marketing and communication. Through September 30, 2022, JSI was a 40% shareholder of TMG which was reflected on

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2023**

the financials utilizing the equity method of accounting for investments. Effective October 1, 2022, JSI purchased the remaining share of TMG's stock. As a result, TMG's FY23 activity is included in the current year's consolidated financials.

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, 2023. As noted above, WEI was merged into R&T on June 30, 2023 and no longer exists as a separate legal entity.

R&T and its affiliates, excluding JSI, CEC, JSIPL, and TMG, are tax exempt organizations under 501(c)(3) of the Internal Revenue Code ("IRC"), while InSupply is subject to Kenyan income tax based on the Kenyan Income Tax Act.

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

***Principles of Consolidation***

The consolidated financial statements include the accounts of R&T, WEI, JSI, InSupply, CEC, TMG, JSIPL, 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 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 \$17,294,403 at September 30, 2023.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2023**

***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 (five - 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, 2023, the Organization had \$397,101,328 of conditional grants and contracts not recognized as revenue in the statement of activities.

Revenues from exchange transactions are recognized as the Organization satisfies performance obligations, which in some cases, mirrors the timing of when related costs are incurred. In the case of the procurement and delivery of commodities revenues are recognized upon receipt by the customer. As of September 30, 2023, included in advances for program work is \$99,852,811 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 \$76,327,458 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.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2023**

***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 while InSupply is an international non-profit, non-governmental organization based in Kenya which is subject to Kenyan income tax based on the Kenyan Income Tax Act but does not subject to US taxation.

JSI, CEC, and TMG are corporations that are subject to Federal, state, and other jurisdiction income taxes, while JSIPL is an organization based in India, and therefore, subject to taxation as set by the Indian Revenue Authority.

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 2018 through 2023 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.

***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

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2023**

allowance for doubtful accounts at September 30, 2023 was \$0. Included in receivables for program work is \$71,073,501 of amounts billed and \$8,758,172 of amounts unbilled at September 30, 2023.

***Goodwill***

Goodwill is the amount by which the cost of acquired net assets in a business combination exceeds the fair value of the identifiable net assets on the date of purchase or valuation.

The Organization has adopted Accounting Standards Update ("ASU") 2014-02, *Intangibles - Goodwill and Other*, to account for goodwill. ASU 2014-02 provides private companies alternative accounting for amortizing goodwill on a straight-line basis over a 10-year useful life, replacing the previous method of subsequent measurement, which required a testing of goodwill for impairment at least annually. Under the new guidance, impairment testing is performed upon the occurrence of a triggering event indicating that the fair value of the entity (or operating units) might be less than its carrying amount and there is no annual goodwill impairment test. When a triggering event occurs, an entity has the option to perform a qualitative assessment to determine whether a quantitative test is needed:

If that assessment demonstrates that it is not more likely than not that an impairment exists, no further testing is required. On the other hand, if impairment of goodwill is more likely than not, a quantitative test is required that compares the fair value of the entity (or reporting unit) with its carrying value. The amount by which the carrying amount exceeds fair value represents the impairment loss to be recognized, up to the carrying amount of goodwill. Additionally, a company elects to amortize goodwill on a straight-line basis over either 10 years or less than 10 years if a shorter useful life is more appropriate. Further, a company that elects the alternative must also elect whether to test goodwill for impairment at the entity level or the reporting unit level. The Organization has elected to amortize goodwill on a straight-line basis over 10 years and to test goodwill for impairment, when necessary, at the entity level.

No triggering events were identified during fiscal 2023.

***Recent Accounting Pronouncements***

**Leases**

In February 2016, the Financial Accounting Standards Board issued 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. R&T adopted Topic 842 as of October 1, 2022 using the modified retrospective transition method.

The new standard provides a number of optional practical expedients in transition. R&T 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. R&T 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. R&T has elected the recognition exemption for short term leases for all leases that qualify. Under this exemption, R&T 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. R&T has elected the practical expedient to not separate lease and non-lease components for all existing asset classes. R&T has elected

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2023**

the nonpublic business entity accounting policy alternative to use a risk-free discount rate instead of R&T's incremental borrowing rate for all existing asset classes.

Upon adoption, R&T recognized operating lease ROU assets of \$1,581,409 and operating lease liabilities of approximately \$1,581,409.

JSI adopted Topic 842 on January 1, 2022, using the modified retrospective transition method. Upon adoption, JSI recognized operating lease ROU assets of approximately \$46,300,000 and operating lease liabilities of approximately \$46,400,000.

PFSCM had no leases as of the adoption date. However, PFSCM entered into an operating lease agreement with an effective date of February 1, 2023. As of the effective date of this lease PFSCM recognized a ROU asset and lease liability of \$1,577,263.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments* (Topic 326), to update its guidance on recognition and measurement of financial assets and liabilities and replace the incurred loss methodology with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information for credit loss estimates. ASU 2016-13 is effective for annual reporting periods beginning after December 15, 2022. Early adoption is permitted. The Organization is currently evaluating the impact of adopting ASU 2016-13 on its financial statements but does not expect the impact to be material.

**NOTE 3 - ACQUISITION OF TMG**

Prior to October 1, 2022, JSI was a 40% shareholder of TMG. Accordingly, JSI's investment in TMG was reflected in the financials utilizing the equity method of accounting. Effective October 1, 2022, JSI purchased the remaining outstanding shares for \$1,700,000 and became the sole shareholder of TMG.

As of the date of acquisition the estimated fair value of the assets and liabilities assumed, net of the existing equity investment was as follows:

Cash and cash equivalents	\$ 1,296,641
Accounts receivable	658,003
Prepaid and other current assets	67,785
Goodwill	727,375
Accounts payable and accrued expenses	(263,901)
Existing equity investment in TMG	(785,903)
	<u>\$ 1,700,000</u>

The Organization recorded goodwill of \$727,375 as a result of this acquisition.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2023**

**NOTE 4 - INSUPPLY**

InSupply is a non-profit organization under the Kenyan Companies Act, 2015. Effective October 1, 2022, R&T is the sole member and guarantor on InSupply. As of October 1, 2022, the estimated fair value of the assets and liabilities of InSupply were as follows:

Cash and cash equivalents	\$ 2,330,780
Accounts receivable	33,315
Prepaid and other current assets	74
Accounts payable and accrued expenses	<u>(2,072,798)</u>
 Total net assets	 <u>\$ 291,371</u>

As there was no consideration related to this transaction the \$291,371 is reflected in the statement of activities as contributed net assets.

**NOTE 5 - 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 6 - PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION**

Property and equipment and accumulated depreciation account balances as of September 30, 2023:

Furniture and equipment	\$ 4,427,328
Leasehold improvements	<u>13,504,917</u>
 Gross property and equipment	 17,932,245
 Less: accumulated depreciation	 <u>(11,365,041)</u>
 Property and equipment, net	 <u>\$ 6,567,204</u>

Depreciation expense was \$1,420,757 for the year ended September 30, 2023.

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

**September 30, 2023**

**NOTE 7 - ADVANCES FOR PROGRAM WORK**

Advances for program work consist of the following at September 30, 2023:

Bill and Melinda Gates Foundation	\$ 32,455,067
Various donors	63,557,232
Global Fund	79,602,223
Doris Duke Charitable Foundation	<u>565,746</u>
	<u>\$ 176,180,268</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 8 - DEBT**

WEI had a revolving line of credit with a bank with a borrowing limit of up to \$500,000. The loan was payable on demand. Interest was charged by utilizing a fluctuating rate based on the LIBOR (Advantage) rate plus 2.50%. The line is collateralized by a first priority interest in all the assets of WEI. The line of credit remained in effect until May 31, 2023, with no outstanding balance at the time, and was not renewed thereafter.

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, 2023 was 7.39%. 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, 2023, there were no outstanding borrowings under this agreement.

**NOTE 9 - 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 USAID on an annual basis. As of September 30, 2023, actual indirect cost rates have been approved by USAID for JSI Research and Training Institute, Inc and JSI through December 31, 2019 and WEI through June 30, 2022. 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.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2023**

**NOTE 10 - NET ASSETS**

Donor restricted net assets as of September 30, 2023 are restricted for use in specific programs and/or projects that are specified by the donor.

Included in net assets without donor restrictions as of September 30, 2023, is common stock (of CEC) totaling \$2,050.

Including in net asset without donor restrictions as of September 30, 2023 is common stock (of TMG) totaling \$43,875.

As of September 30, 2023, JSI has 875 shares of \$1 par value common stock authorized, issued and outstanding. As of September 30, 2023, JSIPL has 1,000 shares of no-par value common stock authorized, and 100 shares issued and outstanding.

**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 \$4,948,085 for the year ended September 30, 2023.

WEI has a defined contribution tax sheltered annuity plan covering substantially all of its employees. WEI contributes an amount equal to 7% of the employee's monthly earnings, funded with each month's payroll. Additional voluntary contributions may be made by the employees. Participants of the plan are fully and immediately vested when contributions are made. Pension expense was \$415,714 for the year ended June 30, 2023.

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 \$1,029,425 for the year ended September 30, 2023.

PFSCM has a defined contribution profit sharing/401(k) plan covering substantially all of its employees. PFSCM contributes an amount equal to 7% of the employee's monthly earnings, funded with each month's payroll. In addition, employees receive a 100% match on the first 2% of contributions made to the plan. Employees who are contributing less than 2% of their pay to their retirement account are automatically enrolled at 2% either at the time of hire, or annually in July. Pension expense was \$236,643 for the year ended September 30, 2023.

TMG has established a 401(k) Retirement Plan for its employees who have met required eligibility requirements. The Plan allows participants to make a pre-tax contribution as well as a TMG matching percentage up to 4% of the participant's compensation. The Plan also provides for discretionary 401(k) employer profit sharing contributions. For the period January 1, 2023 through September 30, 2023, 401(k) contributions totaled \$191,384.

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

**September 30, 2023**

**NOTE 12 - COMMITMENTS**

***Operating Leases***

R&T leases space for general offices under operating leases expiring from 2024 through 2027. The leases contain renewal options for periods of up to five years.

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.

PFSCM entered into an operating lease agreement for its field office in Woerden, Netherlands that commenced on February 1, 2023. The lease term expires on February 1, 2030. Under the lease agreement, PFSCM has a four-year renewal option through February 1, 2034. The annual base rent under the lease is approximately \$210,800.

WEI leases space for general offices on a year-to-year basis.

During the year ended September 30, 2023, operating lease costs and lease costs under short-term leases were \$6,768,178 and \$1,072,723, respectively.

Future obligations under operating leases as of September 30, 2023 are:

2024	\$ 6,027,577
2025	5,588,031
2026	7,043,326
2027	6,858,692
2028	6,937,426
Thereafter	<u>11,740,968</u>
	<u>\$ 44,194,020</u>

Supplemental information related to operating leases as of September 30, 2023, consists of the following:

ROU assets	\$ 49,468,669
Accumulated amortization	<u>(7,507,484)</u>
ROU assets, net	<u>\$ 41,961,185</u>
ROU liabilities, current	\$ 7,444,243
ROU liabilities, non-current	<u>34,822,121</u>
ROU liabilities	<u>\$ 42,266,364</u>

The following summarizes cash flow and supplemental noncash information related to the Organization's leases for the year ended September 30, 2023:

Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	\$ 8,542,737
ROU assets obtained in exchange for new lease liabilities	1,141,435

**JSI Research and Training Institute, Inc. and Affiliates**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2023**

Supplemental information related to leases as of September 30, 2023, consist of the following:

Weighted-average remaining lease term (in months)	77
Weighted-average discount rate	1.78%

**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, 2023:

	Revenue	% of Total Income
The Global Fund (PfSCM)	\$ 415,379,336	45%
U.S. Agency for International Development (R&T, JSI and WEI)	\$ 320,332,065	34%

The end date of the current Global Fund contract is December 31, 2024; based on procurement functions that will extend beyond this date, revenues are estimated to remain the same through fiscal year 2025. PFSCM has submitted a proposal for the Global Fund's consideration to either extend the current contract or issue a new contract. Management anticipates contract continuation at similar terms if PFSCM is the successful bidder.

**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, 2023, reduced by amounts not available for general use within one-year due donor-imposed restrictions:

Cash and cash equivalents	\$ 198,258,786
Receivables for program work	79,831,673
	278,090,459
Total financial assets available within one year	278,090,459
Less: donor restricted assets	(800,588)
	\$ 277,289,871
Total financial assets available to management for general expenditures within one year	\$ 277,289,871

The organization also has one committed lines of credit with availability of \$6.5 million, which it could draw upon in the event of an unanticipated liquidity need (see Note 8).

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2023**

**NOTE 15 - SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through June 27, 2024, the date on which the consolidated financial statements were available to be issued. On October 1, 2023, both JSI and TMG were merged into R&T and no longer exist as separate legal entities.



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+1 617 482 0617

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

**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

**Lia Tadesse Gebremedhin, M.A., MD.**

Board Member

Executive Director, HMLP; Former Minister of Health

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

Board Member

William and Jacalyn Egan Professor of Management

**Muka Chikuba**

Board Member

Interim President/CEO

**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 MOFFETT

JSI Research & Training Institute, Inc., 501 South St, 2<sup>nd</sup> Floor, Bow, NH 03304, (603) 573-3300

### EDUCATION

UNIVERSITY OF NEW HAMPSHIRE  
*Bachelor of Arts, Psychology, 1992, Magna Cum Laude*  
*Minor, Social Work*

### EXPERIENCE

JSI Research & Training Institute, Inc. d/b/a Community Health Institute, Bow, NH  
*Project Manager, March 2019 – present*

#### *Current Projects*

#### **Project Manager - New Hampshire Chronic Disease Program**

Serve as Project Manager for the NH Chronic Disease Program focusing on the following areas: Heart, Diabetes, Arthritis, Comprehensive Cancer, Breast and Cervical Cancer, and WISEWOMAN. The project encompasses technical assistance, graphic design services, and vendor and consultant contracting. Assist with logistics for in-person and virtual events and facilitate client and stakeholder meetings. As part of this project, multiple learning opportunities, virtual and in-person, are planned, promoted, and implemented. Oversee purchasing, expense tracking, and monitoring of three program budgets.

#### **Project Director - New Hampshire Radon Program**

Project Director for the NH Radon Program, part of the NH Public Health and Professional Services contract with the NH Division of Health and Human Services (DHHS). Lead the team developing educational materials for New Hampshire middle school teachers, preparing a New England radon policy scan, and creating content for and managing an ad campaign to promote radon testing in homes. Also included in this scope of work is event facilitation for stakeholders throughout the state; coordinating training for realtors and homebuilders, and video production for home radon test kits. Oversee the tracking and maintenance of the program budget.

#### **Project Director - New Hampshire Environmental Public Health Tracking Program**

Project Director for the NH Environmental Public Health Tracking Program that is part of the NH Public Health and Professional Services contract with the NH Division of Health and Human Services (DHHS). Work with program staff to help develop a water testing toolkit for childcare providers, provide facilitation for stakeholder events and focus groups, and create and disseminate surveys to public citizen and professional groups participating in water testing initiatives. Also included in this scope of work is the development of a data brief, resource toolkit and training for NH Health Officers and Community Health Workers using the One Touch model. Oversee the tracking and maintenance of the program budget.

#### **Project Director - New Hampshire Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS)**

Project Director for the New Hampshire IDPICSS Program that is part of the NH Public Health and Professional Services contract with the NH Division of Health and Human Services (DHHS). Lead the team that oversees technical assistance activities for two funding sources which include a review of a comprehensive needs assessment and integrated care planning work, communications technical assistance, logistical support for the New Hampshire HIV Planning Group, purchasing and distribution of supplies, and case manager training coordination.

#### **Project Manager – Seacoast Dementia Hub**

Serve as Project Manager which includes conducting Key Informant Interviews of caregivers and those providing support for adults living with dementia, planning in-person partner meetings, and assisting the Hub in developing a strategic business plan. Responsible for managing the project budget and workplan, monitoring expenses, and submitting contractual deliverables to the funder.

**Project Manager – Advanced Readiness for the Aging Population**

Serve as Project Manager for the initiative that intends to increase the capacity of providers to respond to the increasing needs of the aging population in California. This includes team support in convening a group of thought leaders for a task force and managing logistics for a peer learning community of grantee organizations. Responsible for managing the project budget and workplan, monitoring expenses, developing monthly reports, and submitting contractual deliverables to the funder.

**Project Manager – Age-Friendly Public Health Systems**

Serve as Project Manager for the initiative to develop state-level action plans for embedding healthy aging in New Hampshire's public health system. Responsible for managing the project budget, monitoring expenses, managing a resource library, and submitting contractual deliverables to the funder.

**Project Manager – Public Health Infrastructure/Children's Environmental Health Initiative**

Serve as Project Manager for the initiative to develop an online and interactive eLearning module for Community Health Professionals. Responsible for managing the workplan and contractual deliverables to the funder.

**Past Projects**

**Tick-Free New Hampshire**

Provided Project Management for the campaign developed by JSI to educate the public about how to prevent tick encounters and potentially Lyme disease. The digital behavior change campaign encouraged preparation for outside activity and checking for ticks. Primarily targeting parents of children aged 2 to 13, schools, providers and recreational outdoors enthusiasts, the campaign includes [www.TickFreeNH.org](http://www.TickFreeNH.org), multimedia PSAs, social media, print materials, and representation at trade events.

**Project Manager - Partnership for Public Health - Social Isolation in Older Adults**

Project Manager supporting the team assisting with a needs assessment on social isolation in older adults in New Hampshire. Conduct key informant interviews, and focus groups, and assist in developing and disseminating a survey to the target population. Oversee the tracking and maintenance of the program budget.

**Project Manager - Partnership for Public Health - Social Isolation in Veterans**

Project Manager supporting the team assisting with a needs assessment on social isolation in veterans and those who have served in the military in New Hampshire. Conduct key informant interviews, and focus groups, and assist in developing and disseminating a survey to the target population. Oversee the tracking and maintenance of the program budget.

**Project Manager – Maine Health Equity Alliance**

Serve as Project Manager to support training and operational assistance for the Maine Healthy Equity Alliance. Responsible for managing the project budget, monitoring expenses, assisting with training opportunities, and submitting contractual deliverables to the funder.

**PRESENTATIONS**

*Screening, Brief Intervention, and Referral to Treatment (SBIRT): A School-Based Approach to Reinforce Healthy Behaviors*  
NH Behavioral Health Summit, December 2022

**TRAININGS AND CERTIFICATIONS**

Certified Scrum Master (CSM)

Homeland Security Exercise and Evaluation Program Training Course, 2024

# TATIANNA TROJNOR-HILL

JSI · 501 South Street, Bow, New Hampshire 03304 · (603) 573-3300

## EDUCATION

NAZARETH COLLEGE, ROCHESTER, NEW YORK  
*Bachelor of Science, Public Health and International Studies, 2021, Magna Cum Laude*  
*Minors, Sociology and German Studies*

## EXPERIENCE

**JSI Research & Training Institute, Bow, New Hampshire**  
*Program Coordinator, October 2021 to present*

**NH HIV Planning Group (HPG) October 2021 to present**

Provides prevention supply distribution support for the project funded through a contract with the NH Department of Health and Human Services, Bureau of Infectious Disease. Support includes maintaining inventory of condoms, lubricant, test kits, coordinating HPG and subcommittee meetings, note taking, meeting facilitation, data analysis, report writing, and monitoring HPG-related contact forms.

**Tick-Free New Hampshire October 2021 to present**

Supporting the development of a marketing campaign for a private funder via the NH Charitable Foundation in order to reduce tick encounters and cases of Lyme disease in NH. Includes assisting with web copying, report writing, attending and coordinating in-person events, budget management, managing Tick Free NH Council activities and helping to promote support within the community.

**Community Based Partnership for Comprehensive Tobacco Control October 2021 to present**

In conjunction with Mass Media Vaping project, supports team by taking notes and creating agendas, performs literature reviews, and executes focus groups, including coordinating incentives. Helping to develop three eLearning modules for QuitWorks-NH website and coordinates the applications of CEU credits for eLearning modules. Processes invoices for project team.

**NH Healthy Homes and Lead Poisoning Prevention Program October 2021 to present**

Event logistics support for the 2024 Environmental Health Conference. Support includes assisting the event manager with administrative support. The event is scheduled for the fall of 2024 with over 200 people anticipated to be in attendance.

**NH Treatment Court Conference September 2022 to present**

Event specialist for the for the two-day NH Treatment Court Conference being held in-person in September 2024 for an estimated 200 participants each day with an exhibitor component. The event team is providing all aspects of event management including on-site set up and managing registration.

**New Hampshire Public Health Emergency Planning Technical Assistance and Training March 2023 to present**

Event logistics support for the 2024 Emergency Volunteer Conference. Coordinating registration and activity fair for event. Conference is scheduled for October 2024 with over 200 people anticipated to be in attendance.

### Past Projects

**NH Council for Youth with Chronic Conditions Needs Assessment October 2021 to October 2022**

Assisted with data collection activities including focus groups, key informant interviews, a PhotoVoices project, survey, and secondary data analysis.

## PAST EXPERIENCE



**Nazareth College, Rochester, New York**  
*Research Assistant, June 2021 – November 2022*

Conducted a literature review on COVID-19 health disparities and state/federal policy responses to characterize the variation in testing and diagnosis of COVID-19 and its symptomology among young people in the United States. Assisted with data collection and writing of abstract/manuscript. Abstract was accepted and presented at the 2022 APHA Annual Meeting and Expo in Boston, Massachusetts.

**Cameron Community Ministries, Rochester, New York**  
*Public Health Intern, January 2021 – April 2021*

Contributed to the delivery of food preparation, meal services, and donation coordination for 200,000 people. Coordinated, evaluated, and participated in the on-site food pantry, serving dozens of families and individuals a week. Implemented new pantry programs and generated infographics and advertisement material for distribution to the Lyell-Otis neighborhood and the greater Rochester area.

## **PRESENTATIONS**

*The Convenience Epidemic: The Spread, Fascination, and Adaptation of Global Fast Food*; 11<sup>th</sup> Annual America Week Conference; University of Veszprem, Veszprem, Hungary; March 11-14, 2018.

*Mitigating the Spread of Disease: Implementing Mobile-Handwashing Stations to Improve Health Outcomes of the Migrant Farm Worker Population*; Nazareth College Creative Activity and Research Showcase; Rochester, New York; April 2021.

*Characterizing Racial/Ethnic Disparities in COVID-19 Testing and Outcomes During 2020*; 2022 APHA Annual Meeting & Expo; Boston, Massachusetts; November 6-9, 2022

## **CERTIFICATIONS**

Collaborative Institutional Training Initiative (CITI Program)

## **RELEVANT TRAININGS**

Facilitation Training (JSI) – November 2023

**NH Department of Health and Human Services**

**KEY PERSONNEL**

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

Job descriptions not required for vacant positions.

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

<b>NAME</b>	<b>JOB TITLE</b>	<b>ANNUAL AMOUNT PAID FROM THIS CONTRACT</b>	<b>ANNUAL SALARY</b>
Amy Moffett	Project Director	\$15,399.87	\$91,000.00
Tatianna Trojnor-Hill	Program Coordinator	\$14,173.13	\$66,000.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00