

ARC  
7



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

Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

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

November 15, 2024

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

**REQUESTED ACTION**

Contingent upon approval of the corresponding budget and expend request in the amount of \$18,200, authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into an amendment to an existing contract with JSI Research & Training Institute, Inc. (VC #161611-B0001), Boston, MA, for the continued development, implementation, analysis, and reporting of the New Hampshire Public Mental Health Client Satisfaction Survey, by exercising a contract renewal option by increasing the price limitation by \$168,000 from \$168,000 to \$336,000 and extending the completion date from December 31, 2024 to December 31, 2026, effective January 1, 2025 upon Governor and Council approval. 100% Other Funds (Behavioral Health Services Information System).

The original contract was approved by Governor and Council on March 22, 2023, item #10.

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-092-922010-41210000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS; BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svc	92204122	\$23,800	\$0	\$23,800
2024	102-500731	Contracts for Prog Svc	92204122	\$84,000	\$0	\$84,000
2025	102-500731	Contracts for Prog Svc	92204122	\$60,200	\$42,000	\$102,200
2026	102-500731	Contracts for Prog Svc	92204122	\$0	\$84,000	\$84,000

2027	102-500731	Contracts for Prog Svc	92204122	\$0	\$42,000	\$42,000
			<b>Subtotal</b>	<b>\$168,000</b>	<b>\$168,000</b>	<b>\$336,000</b>

**EXPLANATION**

The purpose of this request is to allow the Contractor to continue developing, implementing, and analyzing the Community Mental Health Client Satisfaction Survey ("Client Survey") as mandated by the Substance Abuse and Mental Health Services Administration (SAMHSA). The purpose of the Client Survey is to gather feedback from adults and families receiving services from the ten (10) New Hampshire Community Mental Health Centers (CMHCs) to assess client satisfaction levels pertaining to the accessibility and quality of the mental health services provided.

The aggregate, de-identifiable data collected through the Client Survey contributes to the Department's and public's understanding of the quality of services provided by the CMHCs. The Department uses the survey results to develop annual reports as federally mandated by SAMHSA and to monitor and improve the community mental health system.

The Department will continue to monitor contracted services to ensure:

- Ninety-five percent (95%) of the time, required activities and deliverables are achieved within the set timeframes.
- Project Summary Plans are developed and submitted for Department approval in accordance with the set timeframe.
- Ten percent (10%) of interviews are monitored for quality improvement purposes.
- Client Survey data indicates ninety-five percent (95%) confidence intervals for each survey question, and composite measures.

As referenced in Exhibit A, Revisions to the Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Council not authorize this request, the Department may be unable to conduct the federally mandated, annual Client Survey. Consequently, the Department will not have access to the essential data necessary to comply with federal reporting or effective monitoring of the Community Mental Health System. In addition, failure to comply with federal reporting requirements may jeopardize future funding from the Mental Health Block Grant.

Area served: Statewide

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

Respectfully submitted,

  
Lori A. Weaver  
Commissioner

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

This Amendment to the Community Mental Health Center Services Satisfaction Survey contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and JSI Research & Training Institute, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 22, 2023 (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
December 31, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$336,000
3. Modify Exhibit B, Scope of Services, Section 1.4.4, to read:
  - 1.4.4. The Contractor must calculate the appropriate sample size to produce statistically valid Client Survey results of the number of Client Survey participants from each Community Mental Health Center (CMHC) so that the Client Survey adequately represents the Department's eligible and open case population during the period of July 1, 2025, through December 31, 2025. The Contractor must ensure:
    - 1.4.4.1. The final responding sample size is adequate to provide a ninety-five percent (95%) confidence interval of plus or minus five percent (5%) when the proportion of respondents who agree or strongly agree is fifty percent (50%); and
    - 1.4.4.2. The sample is drawn in a way that proportionally represents the population of each CMHC.
4. Modify Exhibit B, Scope of Services, Section 1.4.9 through 1.4.9.2, to read:
  - 1.4.9. The Contractor must obtain the names of the randomly selected, eligible clients to survey from the CMHCs, and distribute the Client Survey by mail between March 1, 2025 and June 30, 2025. The Client Survey mailer must include:
    - 1.4.9.1. A Department-approved cover letter which must:
      - 1.4.9.1.1 Identify the purpose of the Client Survey; and
      - 1.4.9.1.2 Clearly state completing the Client Survey is optional – not mandatory; and
    - 1.4.9.2. Client Survey instructions, which must specify:
      - 1.4.9.2.1. How to complete the survey;
      - 1.4.9.2.2. Survey due date;
      - 1.4.9.2.3. How to return the survey;
      - 1.4.9.2.4. A phone number to call with any questions; and
      - 1.4.9.2.5. How to contact their CMHC to opt-out of the survey;

5. Modify Exhibit B, Scope of Services, Section 1.17.5, to read:
  - 1.17.5. The Contractor must develop and submit project summary plans for subsequent annual Client Surveys to the Department for written approval no later than October 1st each year of the Contract Period.
6. Modify Exhibit B, Scope of Services, Section 1.17.6, to read:
  - 1.17.6. Reserved.
7. Modify Exhibit B, Scope of Services, Section 1.17.7, to read:
  - 1.17.7. The Contractor must conduct the subsequent annual Client Surveys between March 1st and June 30th each year of the Contract Period.
8. Modify Exhibit B, Scope of Services, Section 1.17.9.2, to read:
  - 1.17.9.2. Develop the proposed summary plan to align with the Activities/Deliverables, Due Dates, and Costs table in Exhibit C, Section 3.
9. Modify Exhibit B, Scope of Services, Section 1.17.10, to read:
 

Reserved.
10. Modify Exhibit C, Payment Terms, by deleting Section 3 in its entirety and replace with:
  3. Payment shall be for services provided in the fulfillment of this Agreement in accordance with Exhibit B, Scope of Work and the Activities/Deliverables, Due Dates, and Costs table below:

Activities/Deliverables, Due Dates, and Costs		
Activity/Deliverable	Due Date	Amount Paid
Written and Approved Summary Plan	Two Weeks After Governor and Executive Council Approval	\$2,000.00
Written and Approved Client Survey Design, Methodology, and protocols.	March	\$2,000.00
Approved Sample Methodology	April	\$2,000.00
Vendor selects samples	April	\$2,000.00
Vendor sends DHHS selected IDs	April	\$2,000.00
CMHCS add corresponding client information: -Name -Addresses -Phone numbers -Primary language -homeless - notes on DECEASED CLIENTS - NH DHHS will review throughout DHHS moves files to secure site for vendor to access	April	\$2,000.00
Vendor compiles complete data base of selected samples from 10 CMHCs	April	\$2,000.00
Vendor completes drawing of the sample	April	\$2,000.00
Written and approved Final Print Ready Paper Client Surveys, Final CATI protocol, and Final Web-based data collection tool.	April	\$2,000.00
Written and approved final telephone follow up protocol using web Client Survey (part of survey methodology)	April	\$2,000.00
Department approved Pre-notification letter	April	\$1,000.00
Department approved follow-up letter	April	\$1,000.00

DS  
ML

Written and approved language assistance measures and translations requested by Department per selected sample demographics	April	\$1,800.00
Department Approved Training and Protocol for Working With Mental Health Clients	May	\$1,000.00
Pre-notification results letter	June	
Client Survey and cash incentive	June	
Reminder letter	June	\$45,000.00
Second reminder letter	July	
Telephone follow-up	July - August	
Completed and approved data collection and data compilation	September	\$1,200.00
Completed and Approved Uniform Reporting System (URS) Tables 9, 11, 11a, 19a, and 19b on the required reports	October	\$1,000.00
Written and approved final public mental health Client Survey report delivered electronically to DHHS	December	\$2,800.00
Approved final electronic Client Survey data delivered to DHHS	December	\$2,500.00
Vendor transfers a Microsoft Excel file containing responses to open ended questions	December	\$500.00
Vendor produces a .csv file containing: -Individual respondent-level responses for each question -Weighting and sample design variables need for analysis -CMHC the respondent was selected from -Demographic characteristics obtained from the Client Survey questions or CMHC's	December	\$1,000.00
Vendor produces a Microsoft Excel file with tabular weighted frequencies and 95% confidence intervals for each question and any composite or calculated measures	December	\$2,500.00
Vendor transfers a Microsoft Excel file for each CMHC containing: -Number of respondents selected -Number of respondents with completed Client Surveys -Number of respondents with unusable contact information -Number of Client Surveys that were incomplete or unusable -Response rate	December	\$3,000.00
Delivered and approved printed reports (less than 50)	December	\$200.00
Completed and Approved Onsite Presentations (up to 3)	December	\$500.00

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective January 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

9/17/2024  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja S. Fox*  
\_\_\_\_\_  
Name: Katja S. Fox  
Title: Director

9/5/2024  
\_\_\_\_\_  
Date

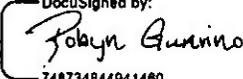
JSI Research & Training Institute, Inc.

DocuSigned by:  
*Mira Levinson*  
\_\_\_\_\_  
Name: Mira Levinson  
Title: co-Executive Director, U.S. Health Services (Interim)

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

OFFICE OF THE ATTORNEY GENERAL

9/27/2024  
\_\_\_\_\_  
Date

DocuSigned by:  
  
7A0734844941480  
\_\_\_\_\_  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 739507

Certificate Number: 0006558250



IN TESTIMONY WHEREOF,

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

A handwritten signature in black ink, appearing to read "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 & Training Institute, Inc.  
(Corporation/LLC Name)

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

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

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

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

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

Dated: September 5, 2024

Antonia Powell  
Antonia Powell (Aug 5, 2024 16:27 EDT)

Signature of Elected Officer

Name: Antonia Powell

Title: Assistant Clerk/Secretary



## **JSI Research & Training Institute, Inc.**

### **Mission Statement**

JSI is dedicated to improving people's lives around the world through greater health, education, and socioeconomic equity for individuals and communities, and to providing an environment where people of passion can pursue this cause.

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

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

**September 30, 2023**

**Contents**

	<b>Page</b>
<b>Report of Independent Certified Public Accountants</b>	<b>3</b>
<b>Consolidated Financial Statements</b>	
Consolidated statement of financial position	5
Consolidated statement of activities	6
Consolidated statement of functional expenses	7
Consolidated statement of cash flows	8
Notes to consolidated financial statements	9



---

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

**D** +1 617 723 7900  
**F** +1 617 723 3840

## 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>	
Support and revenue	
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>
Total support and revenue	899,332,525
Expenses	
Program services	
International programs	760,016,335
Domestic programs	<u>74,001,338</u>
Total program services	834,017,673
Supporting services	
Management and general	52,945,220
Fundraising	<u>21,731</u>
Total supporting services	52,966,951
Other expenses	
Income taxes	4,422,777
Unallowable costs	<u>1,219,515</u>
Total expenses	892,626,916
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>	6,755,530
<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>
<b>Net cash provided by operating activities</b>	<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>
<b>Net cash used in operating activities</b>	(210,558)
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	62,614,466
<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>\$ 198,258,786</u>
<b>Supplemental cash flow information:</b>	
Cash paid during the year for income taxes	<u>\$ 936,475</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	565,746
	<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	<u>79,831,673</u>
Total financial assets available within one year	278,090,459
Less: donor restricted assets	<u>(800,588)</u>
Total financial assets available to management for general expenditures within one year	<u>\$ 277,289,871</u>

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.



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

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

**Abdourahmane Diallo, MD, MPH**

Board Member

World Health Organization Representative, Kenya

**Alina Rocha Menocal**

Board Member

Principal Research Fellow, Politics and Governance

**Hafiz Adamjee, M.S.**

Board Member

Retired, former executive at Novartis

**Kulleni Gebreyes**

Board Member

Principal at Deloitte

**Margaret Crotty**

Board Member (ex officio JSI CEO)

President/CEO

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

Board Member

William and Jacalyn Egan Professor of Management

**Nneka Mobisson**

Board Member

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

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

Board Chair

Dean and Robert A. Knox Professor

**Topsy Kola-Oyeneyin**

Board Member

Partner at McKinsey & Company

## WENDY CHOW

---

### EDUCATION

BOSTON UNIVERSITY, SCHOOL OF PUBLIC HEALTH  
*M.P.H., Epidemiology and Social & Behavioral Sciences, 2007*

WELLESLEY COLLEGE  
*B.A., Psychology & Economics, 2003*

### EXPERIENCE

JSI, Boston, Massachusetts

*Senior Associate, Health Services Division, 2007 to present*

Develop program evaluation plans, conduct survey research, and analyze primary and secondary data not limited to surveys, health care quality, and medical claims data. Projects include needs assessments, quality management and improvement, process monitoring and impact evaluations of health care delivery and health promotion programs. Develop and provide technical assistance on data systems to document processes and outcomes. Interpret findings, write reports, abstracts, and manuscripts.

*Select Projects:*

**New Hampshire Department of Health and Human Services Mental Health Consumer Satisfaction Survey**

JSI administers mail, telephone, and online surveys to adult clients and parents/guardians of children/adolescent clients to evaluate satisfaction with the quality, access, appropriateness, and outcome of DHHS services. Surveys were re-designed to enhance readability. Mail survey methods used included pre-notifications, upfront incentives and reminders to boost response rates to ensure ample sample size to calculate statewide and clinic-specific performance estimates for identifying areas for quality improvement. Provide data for reporting to SAMHSA URS.

**Massachusetts Department of Mental Health Consumer Satisfaction Survey**

JSI administers mail and online surveys to adult clients and parents/guardians of children/adolescent clients to evaluate satisfaction with the quality, access, appropriateness, and outcome of DMH services. Mail survey methods used included pre-notifications, upfront incentives and reminders to boost response rates to ensure ample sample size to calculate statewide and clinic-specific performance estimates for identifying areas for quality improvement. Provide data for reporting to SAMHSA URS.

**National AIDS Education and Training Centers Evaluation, HRSA HIV/AIDS Bureau**

Direct and oversee the national evaluation to assess the overall impact of the AETC Program in improving the skills and capacity of the HIV provider workforce to deliver high-quality, interdisciplinary team-based care and improve patient outcomes along the HIV care continuum. Assess and develop the national evaluation plan and support AETC Program partners in implementing data collection protocols. Work with the eight Regional AETCs, National AETC programs, and National HIV Curriculum e-Learning Platform and NHC Integration Projects to gather data for the national evaluation.

**HRSA HAB Ryan White HIV/AIDS Bureau Compilation of Best Practice Strategies and Interventions**

JSI is developing a comprehensive, web-based compilation that will allow users to easily filter, review, and download best practice strategies and interventions implemented by RWHAP recipients and subrecipients for improving outcomes along the HIV care continuum. Developed the review domains and criteria to identify emerging innovative strategies with demonstrated positive outcomes for addressing disparities in HIV for inclusion in the best practices compilation to support dissemination and replication across the RWHAP.

**SPUR Double Up Food Bucks Evaluation**

Evaluate this healthy food incentive program designed to increase access to fruits and vegetables for low-income families participating in the CalFresh program. Participating grocers offer dollar-for-dollar match for purchases of California-grown produce. JSI analyzes point-of-sale transaction data, calculates coupon redemption rates, and estimates number of households reached, as well as assess trends in EBT and produce sales across participating grocers. Evaluate customer intercept surveys to assess participants' perceived impact of program and self-reported produce consumption.

**Massachusetts Department of Public Health, Asthma Prevention and Control Program, Evaluation of a Community Health Worker Home Visiting Study**

Provide evaluation, epidemiologic, and analytic services to the Reducing Older Adult Asthma Disparities (ROAAD) study to assess the feasibility and impact of a community health worker home-visiting model including asthma management education, medication reconciliation, and home environmental triggers assessment and reduction on reducing unscheduled office or emergency visits, improving asthma symptom control and quality of life.

**Sylvie Ratelle STD/HIV Prevention Training Center of New England Evaluation**

Analyze online survey data from this ongoing needs assessment and evaluation of PTC training courses to meet the needs of health care providers and assess reach and the short and long-term impact on knowledge, skills, and practice behaviors

**National Quality Center Evaluation, Health Resources and Services Administration HIV/AIDS Bureau**

Managed this mixed methods evaluation to assess the impact of NQC program activities, including TA, regional groups, collaboratives, in+care campaign, and advanced QI trainings on building quality management and performance measurement capacity among Ryan White program grantees that will improve HIV quality of care and outcomes for people living with HIV/AIDS across the United States. Conducted quantitative analyses of survey and quality of care data as well as qualitative key informant interview analyses to provide guidance, suggestions and targeted assistance for improvements in data collection, management and interpretation, as well as information to strengthen current and planned project activities.

**Healthy Futures Teen Pregnancy Prevention Program Evaluation, Department of Health and Human Services, Office of Adolescent Health (OAH)**

Managed and analyzed data for this clustered randomized controlled four-year longitudinal cohort study evaluating a teen pregnancy prevention program offered in public middle schools in high risk communities in Massachusetts. Developed and oversaw survey data collection and database to track student participation, attendance, and surveys completed. Implemented data quality assurance, reported performance measures to OAH, and prepared abstracts and manuscripts for dissemination.

**Central New York DSRIP Collaborative Regional Needs Assessment**

JSI conducted a Regional Needs Assessment for Performing Provider Systems (PPS) in Central New York, which were required to conduct a needs assessment for their application for New York State Delivery System Reform Incentive Payment Program. JSI provided qualitative and quantitative analysis and mapping of population demographics, health outcomes, Medicaid hospital readmissions, and access to provider and community resources in each of the 11 counties represented by the PPS in the region, in order to identify gaps in service and to inform the strategic plans for the PPS DSRIP applications.

**HIVQUAL-US Program Evaluation, New York State Department of Health AIDS Institute**

Evaluated the impact of this HRSA-funded national HIV care quality management initiative in building Ryan White grantees' quality management and performance measurement capacity for improving quality of care. Managed and analyzed annual client-level clinical care performance data submitted by over 100 participating grantees across the U.S., produced national benchmark reports used by providers and clinics to monitor and inform quality initiatives, designed and executed analytic studies on performance trends and disparities, and prepared manuscripts for dissemination of findings.

**SELECT PUBLICATIONS**

- Calise TV, Chow W, Dore KF, Heitz ER, Millock RR (2016). Healthy Futures Program and Adolescent Sexual Behaviors in 3 Massachusetts Cities: A Randomized Controlled Trial. *American Journal of Public Health*. 106(S1):S103-S109.
- Wangu Z, Gray B, Dyer J, Chow W, Calise T, Hsu KK (2016). The value of experiential sexually transmitted disease clinical training in the digital age. *Sex Transmitted Diseases*. 43(2):134-6.
- Nolan, J., Braithwaite Renderos, T., Hynson, J., Dai, X., Chow, W., Christie, A. and Mangione, T (2014). Barriers to Cervical Cancer Screening and Follow-Up Care among Black Women in Massachusetts. *Journal of Obstetric, Gynecologic, & Neonatal Nursing*, 43(5):580-8.
- Chow W, Hirschhorn LR, Ng DW, Wells CG, Schneider KL, Agins BD (2012). Improved quality of HIV care over time among participants in a national quality improvement initiative. *Journal of Health Care for the Poor and Underserved* 23(3 Suppl): 67-80.

**SKILLS**

Microsoft Office (Word, Excel, Access, PowerPoint). Statistical packages: SAS, SPSS. Languages: Chinese/Cantonese. Spanish.



## REBECCA MILLOCK

---

### EDUCATION

HARVARD UNIVERSITY, CAMBRIDGE, MASSACHUSETTS  
*BA, Major in Government, Minor in Economics, 2012*

### EXPERIENCE

**John Snow Research & Training Institute, Inc., Boston, Massachusetts**  
*Staff Associate, December 2013 to present*  
*Intern, June to December 2013*

**New Hampshire Department of Mental Health Client Satisfaction Study.** Assists in the dissemination of client satisfaction surveys of the adult service population and the parents of children receiving New Hampshire mental health services. Programmed and tracked scannable and online surveys using Cardiff Teleform and Alchemer. Leads survey mailings and phone follow-up for non-responders, and manages survey incentives. Leads the qualitative and assists the quantitative analysis for annual reports.

**Massachusetts Department of Mental Health Client Satisfaction Study.** Assists in the evaluation of community members as well as acute and continuing care psychiatric care facilities to evaluate their satisfaction with community based services, and their perception of service outcome. Created, programmed, and tracked scannable and online versions of the Massachusetts Department of Mental Health's annual client satisfaction survey tool using Cardiff Teleform and Alchemer. Attended confidentiality training and practiced security measures to maintain client privacy. Leads survey mailings, manage survey incentives, and conducts quantitative and qualitative analysis for annual reports.

**Massachusetts School District Youth Health Survey.** Manages the administration of the youth health surveys in 20 school districts across the state of Massachusetts. Serves as the primary liaison between school district coordinators and the JSI team. Collaborates with school districts to create surveys for high school and middle school students. Programs surveys using Alchemer, an online survey platform. Creates best-practice informed survey materials to assist schools in their survey administration. Leads the design and production of evaluation reports.

**Provider and Patient Perspectives on State Tobacco Quitlines.** Assisted in the development of qualitative information gathering protocols in key informant interview and focus group formats, and contributed to the development of two question guides. Lead outreach efforts to low-level referring providers and unreachable referred patients to one of the 18 tobacco Quitlines managed by National Jewish Health. Facilitated interviews, assisted in the analysis of interview transcripts, and contributed to the final report.

**COVID Community Impact Survey (CCIS).** Programmed the COVID Community Impact Survey into Alchemer, an online survey platform and led an internal testing team to ensure accurate functionality on a variety of devices. Coordinated and programmed survey translations into Spanish, Portuguese, Simplified Chinese, Traditional Chinese, Haitian Creole, Vietnamese, Khmer, Cape Verdean Creole, Russian, and Arabic.

**Massachusetts Department of Health, Bureau of Infectious Disease and the Office of Health Policy COVID-19 Data Dashboard.** Assisted in the development and updating of change management protocols and standard operating procedures to ensure continuity and enhancement of the data lifecycle, and public data dashboard preparation. Supported the transition to an interactive, Tableau-based format.

**U.S. Coast Guard National Life Jacket Wear Rate Study.** Supports annual on-site observational data collection in 30 states from July to August. Assists in annual training of data collectors. Maintains survey equipment and provides logistical support, including shipments of equipment and forms to remote observation teams. Process completed observation forms and cleans data on over 60,000 boaters in SPSS and SAS. Contributes to annual reports.

**Massachusetts Center for Health Information and Analysis (CHIA) Employer Survey.** Assisted in CHIA's mission to monitor MA health care and insurance systems by conducting its annual employer survey in 2016 and 2018. Redesigned the existing paper and online survey tool each year using Cardiff Teleform and Alchemer. Responsibilities included tracking paper and online surveys, managing incentives, crafting language for mass mailings and emails,

producing weekly response reports and contributing to final reports. Also assisted in the phone follow-up by managing the database, running daily data output, and disseminating the viable sample for staff to call. Helped conduct CASES program training for 10 new staff.

**U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care (BPHC) Uniform Data System.** Assists with the implementation of the Uniform Data System (UDS) that collects information annually from over 1,400 federally qualified health centers (FQHCs) nationwide. Provides technical assistance to health centers completing the UDS by providing support line assistance and creating technical assistance resources. Provides support in UDS annual report review process and data analysis.

**Health Services and Research Administration (HRSA) Center of Excellence (COE) for Behavioral Health.** Assisted in the provision of training and technical assistance to support the integration of behavioral health services, including opioid use and substance use disorder services into primary care. Serve as the support lead for the Quality Improvement team and select needs assessments and communities of practice. Coordinated with HRSA grantees on their technical assistance by scheduling TA sessions and providing content on behavioral health integration.

**Healthy Start EPIC Center.** Supported the Alcohol and Substance-Exposed Pregnancy Prevention (ASStEPP) team that offered training and technical assistance to increase Healthy Start grantees' understanding of the impacts of fetal exposure to alcohol and other drugs, and strengthen their capacity to engage in effective prevention and early identification activities with pregnant women, mothers, and newborns. Researched existing data and tools, and analyzed information gathered from ASStEPP grantee discussion groups to guide technical assistance deliverables for subsequent project years. Assisted in the development of the ASStEPP webpage by researching fundamental resources for at-risk mothers. Lead the development of a video discussing how Native communities are affected and deal with fetal alcohol syndrome. Assisted in the development of 5 additional videos. Processed completed feedback forms and analyzed data from additional Healthy Start consultants to inform ASStEPP best practices.

**Massachusetts Tobacco Control Program Pricing and Promotions Study.** Oversees six staff collecting cigarette pricing data from retail establishments and coordinates quarterly data collection throughout Massachusetts. Creates sample batches for each data collector. Contributes to annual reports.

**Missouri Foundation for Healthy, Health Schools Healthy Communities Evaluation,** Served on the evaluation team for a 5-year initiative to reduce childhood obesity rates through comprehensive community-level interventions in Missouri. Built, programmed, disseminated, and tracked the Healthy Schools Healthy Communities survey to gather data on community access to healthy food options and exercise facilities. Coordinated mailing to 2000 homes (pre-notification, surveys with incentive, and reminders). Built, programmed, and disseminated Student Survey to gather data on physical activity and nutrition habits of children in grades 5-8 in 31 Missouri public school districts. All surveys were created using Cardiff TeleForm. Assisted in the development of the Healthy Communities Health-e-Link, a cloud-based knowledge exchange portal used by grantees to facilitate collaboration and streamlining data collection. Maintain and monitor Health-e-Link, research and prepare documents on best practice data collection techniques, as well as provide logistical and administrative support. Assist in the design and production of annual evaluation reports.

**Evaluation of the Healthy Futures Lawrence Project,** Assisted in the process and outcome evaluation of the NUCULUTRE curriculum for grades 6, 7, and 8 in 4 school districts, including developing the evaluation design, data collection tools, data management and analysis, and progress report development. Created pre- and post-test student surveys using Cardiff Teleform, fidelity checklists in Survey Monkey, and attendance sheets. Responsibilities include providing technical assistance for Healthy Futures staff, monitoring and processing all data collection, and contributing to final reports.

## **PUBLICATIONS**

Calise Tammy, Chow Wendy, Dore Katelyn, O'Brien Michael, Heitz Liz, Millock Rebecca (2016). *Healthy Futures Program and Adolescent Sexual Behaviors in 3 Massachusetts Cities: A Randomized Controlled Trial.* American Journal of Public Health 106(S1), pp. S103-S109.

## **COMPUTER SKILLS**

Microsoft Office (including Access, Excel, PowerPoint, Publisher, and Word), Dedoose, CSPro, STATA, Cardiff TeleForm, CASES, SPSS, Alchemer, Verint, Suvey Analytics, and Survey Monkey.

## AMANDA WILHOIT

---

### EDUCATION

TUFTS UNIVERSITY, MEDFORD, MASSACHUSETTS  
*BA in Community Health, Minor in Food Systems & Nutrition, Summa Cum Laude, 2022*

### EXPERIENCE

**John Snow Research & Training Institute, Inc., Boston, Massachusetts**  
*Project Associate, January 2023 - Present*

**Reproductive Health National Training Center (RHNTC).** Maintains and improves the RHNTC website. Posts new website products and updates/revises previously posted content as necessary. Conducts quality assurance checks of website content.

**New Hampshire Community Mental Health Center Client Satisfaction Study.** Assists in data collection, analysis and reporting of adult clients and family members of child/youth clients receiving services from 10 CMHCs to evaluate their satisfaction in various domains of care.

**Massachusetts Department of Mental Health Client Satisfaction Study.** Assists in analysis and reporting of adult clients and family members of child/youth clients receiving mental health services to evaluate their satisfaction in various domains of care. Attended confidentiality training and practiced security measures to maintain client privacy.

**Massachusetts Youth Risk Behavior Survey.** Assists with the development and editing of survey reports that focus on the health behaviors, experiences, and conditions among middle and high school-aged students across Massachusetts.

**The Kasiisi Project/Kibale Forest Schools Program, Fort Portal, Uganda & Medford, Massachusetts**  
*Program Assistant, May 2020 – September 2022*

Collaborated with local staff to conduct health programming and drafted corresponding reports. Entered and managed survey data from 140 local farmers on their conservation perspectives. Assisted in the establishment of electronic data collection systems.

**The Fenway Institute at Fenway Health, Boston, Massachusetts**  
*Clinical Research Assistant, September 2021 – May 2022*

Assisted with recruitment and enrollment of participants for a study of Men Who Have Sex with Men who use substances and their utilization of an investigational smartphone based intervention to help improve adherence to PrEP. Managed project surveys using REDCap software.

**The Welcome Project/Tufts University, Somerville, MA**  
*Research Assistant, January 2022 – May 2022*

Coordinated outreach with stakeholders in the Somerville immigrant community for a study interested in the clarity and accessibility of COVID resources/information for immigrants. Reviewed submissions to the Institutional Review Board. Analyzed interview data and created accessible tools for dissemination using NVivo qualitative software. Designed and presented poster on project background, methods, and findings.

**Center for Women's Health and Human Rights, Suffolk University, Boston, MA**  
*Our Bodies Ourselves Today Intern, June 2021 – August 2021*

Organized interview outreach. Interviewed women, girls, transgender, and non-binary folks from diverse backgrounds about their health experiences to help provide up-to-date, trustworthy, and inclusive health information. Created graphics for project social media platforms.

**Tufts Sexual Health and Reproductive Experiences (SHARE) Lab, Medford, MA**  
*Research Assistant, March 2020 – August 2021*

Reviewed scientific literature and drafted summaries on the topic of contraceptive care disparities among sexual orientation identity and racial/ethnic subgroups of U.S. women. Developed and applied qualitative codebook to interview transcripts with health care providers using Dedoose software.

## **PUBLICATIONS**

Agénor, M., Pérez, A. E., Wilhoit, A., Almeda, F., Charlton, B. M., Evans, M. L., Borrero, S., & Austin, S. B. (2021). Contraceptive Care Disparities Among Sexual Orientation Identity and Racial/Ethnic Subgroups of U.S. Women: A National Probability Sample Study. *Journal of Women's Health*. <https://doi.org/10.1089/jwh.2020.8992>

## **COMPUTER SKILLS**

Microsoft Office (Excel, PowerPoint, Publisher, and Word), SAS Statistical Programming, Dedoose, NVivo, REDCap, Google Workspace, Zoom, Canva Graphic Design

## **LANGUAGE SKILLS**

Proficient in Mandarin Chinese

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.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Wendy Chow	Project Director	\$3,719.62	\$130,000.00
Rebecca Millock	Project Manager	\$5,069.77	\$85,578.00
Amanda Wilhoit	Project Coordinator	\$6,789.10	\$63,700.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

\*Salary amount includes fringe 47.37% and overhead 26.2%. Amount is for one project year.

ARC

10



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

Lori A. Weaver  
Interim Commissioner

Katja S. Piza  
Director

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

March 1, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a contract with JSI Research & Training Institute, Inc. (VC# 161611-B0001), Boston, MA, in the amount of \$168,000, to conduct New Hampshire's Public Mental Health Client Satisfaction Survey, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through December 31, 2024. 100% Other Funds.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-05-092-922010-41210000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	92204122	\$23,800
2024	102-500731	Contracts for Prog Svc	92204122	\$84,000
2025	102-500731	Contracts for Prog Svc	92204122	\$60,200
			Total	\$168,000

**EXPLANATION**

The purpose of this request is for the Contractor to develop, conduct, analyze, and report on the Community Mental Health Client Satisfaction Survey (Client Survey). The Client Survey will be administered to individuals (adults and families) receiving services from the ten New Hampshire Community Mental Health Centers (CMHCs) in order to receive feedback on their level of satisfaction with access and the quality of mental health services received. These Client Surveys are required by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the United States Department of Health and Human Services.

The Client Survey provides data that the Department is required to report into the federal Universal Reporting System. The Universal Reporting System tables represent data on NH mental health service recipients and the quality of services received. Results from the Client Surveys are used by the Department to complete required federal annual reports and to guide Division for Behavioral Health efforts to monitor the community mental health system.

The Contractor will conduct the Client Survey through mail, web-based application and telephone contacts. Once all responses are collected, the Contractor shall analyze the Client Survey data and prepare reports showing results for both statewide averages and CMHC regions. The Contractor will provide presentations to stakeholders to share the Client Survey's findings.

The Department will monitor services by:

- Ensuring ninety-five percent (95%) of all deliverables are met in-line with Table found in Exhibit B and the Department approved Summary Plan.
- Monitor ten percent (10%) of interviews for the purpose of quality assurance and provide feedback to interviewers.
- Providing final electronic Client Survey data to the Department upon completion of the Client Survey results report which must include a file in Microsoft Excel format with tabular weighted frequencies and ninety-five percent (95%) confidence intervals for each question and for any composite or calculated measures.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from December 12, 2022 through January 9, 2023. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will not meet the federal requirement to complete the annual Client Survey. Additionally, the results from the Client Survey will not be available to the Department for completion of federal reports, and for use in monitoring the Community Mental Health System. These reports are a requirement for state recipients of the Mental Health Block Grant, Substance Abuse and Mental Health Services Administration (SAMHSA), and a failure to report would jeopardize Mental Health Block Grant funding.

Area served: Statewide

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

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

Project ID # RFA-2023-DBH-01-COMMU  
 Project Title Community Mental Health Center Services Satisfaction Survey

	Maximum Points Available	JSI Research & Training Institute, Inc
<b>Technical</b>		
Experience- Surveys (O1)	30	30
Experience - Data (O2)	25	23
Ability (O3)	15	15
Capacity (O4)	10	6
Data Requirements (O5)	20	20
<b>TOTAL POINTS</b>	<b>100</b>	<b>94</b>
<b>TOTAL PROPOSED VENDOR COST</b>	<i>Not Applicable - No Cost</i>	

Reviewer Name	Title
1. <u>Tanja Godfredsen</u>	<u>Business Administrator</u>
2. <u>Kerri Swenson</u>	<u>Assistant Director,</u>
3. <u>Janelle Levin</u>	<u>Mental Health Block Grants</u> <u>State Planner</u>
4.	

Subject: Community Mental Health Center Services Satisfaction Survey (RFA-2023-DBH-01-COMMU-01)

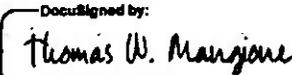
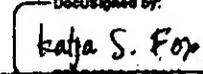
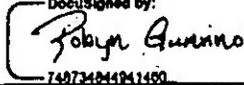
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

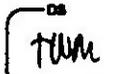
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute, Inc.		1.4 Contractor Address 44 Farnsworth Street Boston, MA 02210	
1.5 Contractor Phone Number (617) 482-9485	1.6 Account Number 05-95-092-922010-4121000	1.7 Completion Date 12/31/2024	1.8 Price Limitation \$168,000
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: 2/23/2023		1.12 Name and Title of Contractor Signatory Thomas W. Mangione Senior Research Scientist	
1.13 State Agency Signature DocuSigned by:  Date: 2/23/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 2/23/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 2/23/2023

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

Contractor Initials

TWM

Date 2/23/2023

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

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

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT A**

**Revisions to Standard Agreement Provisions**

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

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

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.4 as follows:

12.4. In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. Continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State; or
- b. Immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

1.4. Paragraph 25, Exhibit/Attachments, is added as follows:

**25. Exhibits/Attachments**

25.1. The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included

TWM

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT A**

---

in the text of the Contract.

1.5. Paragraph 26, Order of Precedence, is added as follows:

**26. Order of Precedence**

26.1. In the event of conflict or ambiguity among any of the text within the awarded Agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Health and Human Services Contract Agreement.
- ii. State of New Hampshire, Department of Health and Human Services RFA 2023-DBH-01-COMMU Contractor Application.

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

**Scope of Services**

**1. Statement of Work**

1.1. The Contractor must prepare and conduct a statistically valid consumer Public Mental Health Client Satisfaction Survey, (Client Survey), of the clients receiving services from the ten New Hampshire Community Mental Health Centers (CMHCs) that ensures comparability with prior year Client Survey results as required by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the United States Department of Health and Human Services. The Client Survey must:

1.1.1.1. Be provided through mail, web-based application, and telephone.

1.1.1.2. Maintain and ensure clients' confidentiality and security through transmittal of data.

1.1.2. The Contractor must analyze the Client Survey data in order to prepare reports of the Client Survey results for both statewide averages and Community Mental Health Center specific results.

1.1.3. The Contractor must provide presentation to selected groups of the Client Survey results.

**1.2. Client Survey Questionnaire Development**

1.2.1. The Contractor must create questionnaires consisting of questions required by SAMHSA and questions added by the Department in two (2) modules with approximately sixty (60) questions each, which must include, but not be limited to:

1.2.1.1. One (1) module for adults receiving services.

1.2.1.2. One (1) module for the families of children who are receiving services.

1.2.2. The Contractor must review and provide feedback to the Department on Department added questions for validity.

1.2.3. The Contractor must prepare questionnaires in English, and in Spanish or in another language possibly including: Vietnamese, Swahili, Nepali, Kinyarwanda, Portuguese, Arabic, French, Bosnian, Nepalese, Somali, Russian, Bhutanese, Hindi, Thai, Haitian Creole, Cantonese, Indonesian, Albanian, Burmese, Urdu, Mandarin, Cantonese, Korean, as directed by the Department.

1.2.4. The Contractor must prepare hard copy Client Surveys for mailing that must be digitally scanned to ensure reduction in data entry time and errors.

DS  
TWM

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

- 1.2.5. The Contractor must obtain approval from the Department for the final print-ready paper Client Survey forms prior to Contractor printing of the Client Surveys.
- 1.2.6. The Contractor must print the required number of paper Client Survey forms needed to be distributed for the Client Surveys.
- 1.2.7. The Contractor must program the two (2) Client Survey modules into the Contractor's Computer Assisted Telephone Interviewing (CATI) system. The CATI system must be HIPAA compliant, in addition to adhering to Exhibit K: DHHS Information Security Requirements and Exhibit L: IT Requirements Workbook, which are attached hereto and incorporated by referenced herein.
- 1.2.8. The Contractor must have a development (test) and production environment for the CATI and the web based-based survey program. The Contractor must not place production data or Confidential Data in the development environment.
- 1.2.9. The Contractor must extensively test each module to ensure that the questions and any skip instructions are identical to the paper versions.
- 1.2.10. The Contractor must communicate the testing results to the Department at least one week prior to beginning any telephone interviews.
- 1.2.11. The Contractor must program the two (2) Client Survey modules into a web-based survey program.
- 1.2.12. The Contractor must extensively test each module to ensure that the questions and any skip instructions are identical to the paper versions.
- 1.2.13. The Contractor must provide the Department with UAT, Security Risk Assessment, and the System Security Plan for Department acceptance and sign-off by the Department's Information Security Officer or designee prior to beginning any telephone interviews.
- 1.2.14. The Contractor must obtain approval from the Department on the final print-ready paper Client Survey forms, pre-notification and follow up letters, and letters accompanying the questionnaire prior to the Contractor printing the Client Surveys.
- 1.2.15. The Contractor must first provide the Department with UAT, Security Risk Assessment, and the System Security Plan which must include either the Consensus Assessments Initiative Questionnaire (CAIQ) or a security matrix mapped to NIST 800-53 security controls for Department acceptance and sign-off by the Department's Program IT Lead and the Department's Information Security Officer or designee for the HIPPA compliant web-based solution, then once Department sign-off and approval have been obtained for the solution, obtain sign-off approval.

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

from the Department on the final web-based Client Survey prior to beginning data collection.

1.2.16. The Contractor must obtain signed approval from the Department on the final CATI interview script prior to beginning interviews.

**1.3. Project Summary Plans**

1.3.1. The Contractor must submit a summary plan to complete the Client Survey for participants who received services during calendar year 2022 and each subsequent year the Client Survey is administered.

1.3.2. The Contractor's summary plan must include, but is not limited to:

1.3.2.1. Deliverables.

1.3.2.2. Due dates for deliverables in line with Table 1.17.10.

1.3.2.3. The staff person responsible for completion of each deliverable.

1.3.2.4. Any other items necessary to facilitate invoicing and progress reporting.

1.3.3. The Contractor must complete and submit subsequent project summary plans for Department approval by November 1, to conduct Client Surveys for the following calendar year(s) covered by the Contract period.

1.3.4. The Contractor must ensure one (1) individual is designated as a project manager who must be the single point of contact and coordinator of all aspects of the project.

1.3.5. The Contractor must submit, to the Department, monthly progress reports outlining the status of each year's summary plan, which must include, but not be limited to any obstacles and other relevant information.

1.3.6. The Contractor must participate in conference calls and/or virtual meetings with the Department and other parties as needed to discuss progress, next steps and open items. Calls must occur more frequently during Client Survey preparation and report preparation times. The schedule and frequency of the calls shall be at the discretion of the Department with specific scheduling subject to the Contractor's availability.

1.3.7. The Contractor must conduct the Client Survey utilizing a methodology that:

1.3.7.1. Produces statistically valid Client Survey results.

1.3.7.2. Ensures Client Survey response rates achieved for each module are at least fifty (50) percent. Response rates shall be defined as the number of completed telephone, web-based, and paper questionnaires divided by the number of selected respondents with valid contact information.

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

- 1.3.7.3. Uses the Dilman's Tailored Design Method or other method as approved by the Department.
- 1.3.8. The Contractor must submit a written draft report of the Client Survey results to the Department for review and written sign-off approval prior to publication.

**1.4. Client Survey Administration**

- 1.4.1. The Contractor must conduct the Client Survey utilizing the approach of mail, telephone and the internet, via a secure web-based solution.
- 1.4.2. The Contractor must conduct the Client Survey utilizing methodologies such as, Dilmans' Tailored Design Method or other methods, as approved by the Department, that produce statistically valid survey results.
- 1.4.3. The Contractor must ensure Client Survey response rates (number of completed Client Surveys divided by number of contacts) are at least the same as the 2021 Client Survey.
- 1.4.4. The Contractor must calculate the appropriate sample size, to produce statistically valid Client Survey results of the number of Client Survey participants from each Community Mental Health Center (CMHC) so that the Client Survey adequately represents the Department's eligible and open case population during the period of July 1, 2023 through December 31, 2023. The Contractor must ensure:
  - 1.4.4.1. The final responding sample size is adequate to provide a ninety-five percent (95%) confidence interval of plus or minus five percent (5%) when the proportion of respondents who agree or strongly agree is fifty percent (50%); and
  - 1.4.4.2. The sample is drawn in a way that proportionally represents the population of each CMHC.
- 1.4.5. The Contractor must submit a summary plan by the date defined in Table 1.17.10. Prior to the start of sample selection, the Contractor must submit the survey methodology used and the data collection protocol, along with a written sample design that includes a sample size table for Department approval, that contains at a minimum:
  - 1.4.5.1. The name of each CMHC;
  - 1.4.5.2. Estimated service population for each CMHC;
  - 1.4.5.3. Number of respondents to be selected from each CMHC;
  - 1.4.5.4. Number of final respondents expected; and,
  - 1.4.5.5. Expected confidence interval.

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

- 1.4.6. The Contractor must contact the ten (10) CMHCs in regards to the summary plan in order to provide instructions on their role in the Client Survey and what the timeline is expected to be by the date established in Table 1.17.10.
- 1.4.7. The Contractor must provide instructions and the protocols to the CMHCs on how to generate a data set of current clients who are eligible for services that must include, but not be limited to:
  - 1.4.7.1. The number of Client Survey participants to select.
  - 1.4.7.2. How to randomly select Client Survey participants.
  - 1.4.7.3. Accurate contact information needed, which must include, but not be limited to:
    - 1.4.7.3.1. The names of the clients.
    - 1.4.7.3.2. The clients' contact information including:
      - 1.4.7.3.2.1. Mailing addresses;
      - 1.4.7.3.2.2. Phone numbers;
      - 1.4.7.3.2.3. Guardians' names with contact information;
      - 1.4.7.3.2.4. Patients' names for youth survey(s); and
      - 1.4.7.3.2.5. Primary language spoken.
- 1.4.8. The Contractor must work with the Department and the CMHCs to identify selected respondents and best methods for reaching those who may be:
  - 1.4.8.1. Homeless;
  - 1.4.8.2. Ethnic/racial minorities;
  - 1.4.8.3. Persons with low literacy; and
  - 1.4.8.4. Persons whose primary language is not English.
- 1.4.9. The Contractor must obtain the names of the eligible clients to be surveyed from CMHCs; conduct the Client Survey between March 1, 2023 and June 30, 2023; and offer the Client Survey to the randomly selected clients by mailing the Client Survey to the clients as follows:
  - 1.4.9.1. Attach a cover letter, approved by the Department, to the Client Survey explaining to the client the purpose of the Client Survey and the client's choice to consent to the Client Survey;
  - 1.4.9.2. Attach instructions to the client, which must include:
    - 1.4.9.2.1. How to contact a staff member of their applicable CMHC if the client does not wish to participate;

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

- 1.4.9.2.2. How to complete the Client Survey;
- 1.4.9.2.3. When to return the Client Survey; and
- 1.4.9.2.4. A phone number for the client to contact, if they have questions.
- 1.4.9.3. Enclose a prepaid return addressed envelope without a window for the client to mail the completed Client Survey back to the Contractor.
- 1.4.9.4. The Contractor must track Client Survey Responses by:
  - 1.4.9.4.1. Establishing a unique identifier for each client.
  - 1.4.9.4.2. Using an Excel spreadsheet and a unique identifier to electronically track the following Confidential Data:
    - 1.4.9.4.2.1. The method (internet, phone or mail) by which the client responded to their completed questionnaire.
    - 1.4.9.4.2.2. Links to each questionnaire completed to the responding client.
    - 1.4.9.4.2.3. Client first name, middle name, last name and name suffix (e.g. Jr., II).
    - 1.4.9.4.2.4. Client phone number.
    - 1.4.9.4.2.5. The name of the CMHC who referred the Client.
    - 1.4.9.4.2.6. The Client's (client) CMHC Client ID#.

**1.5. Mail Protocol**

- 1.5.1. The Contractor must mail a Department approved pre-notification letter to selected respondents explaining the purpose of the Client Survey.
- 1.5.2. The Contractor must mail the Client Surveys to the selected clients in their primary language.
- 1.5.3. The mailing must include a Department approved cover letter to the client explaining:
  - 1.5.3.1. The purpose of the Client Survey;
  - 1.5.3.2. The client's choice to consent to completing the Client Survey;
  - 1.5.3.3. A guarantee of confidentiality;
  - 1.5.3.4. Contact procedures for questions or requests to be excluded from Client Survey activities;
  - 1.5.3.5. How to complete the Client Survey;
  - 1.5.3.6. When and how to return the Client Survey;

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

- 1.5.3.7. A prepaid addressed envelope without a window for the client to mail the completed Client Survey back to the Contractor.
- 1.5.3.8. A five dollars (\$5.00) cash, up front incentive;
- 1.5.3.9. The paper Client Survey instrument appropriate for the household;
- 1.5.3.10. Directions for completing the questionnaire on the web-based solution, if the selected client wishes to do so; and
- 1.5.3.11. A url, username and password for the web-based questionnaire, which must be unique to the selected client. The username and passwords must:
  - 1.5.3.11.1. Not be mailed or email at the same time to an individual/household to ensure security compliance.
- 1.5.4. The Contractor must follow-up with clients who do not respond within the timeframes established in Table 1.17.10. This must be accomplished by sending a Department-approved reminder to complete the Client Survey.
- 1.5.5. The Contractor must scan returned, completed paper surveys using scanning software, or other system, approved by the Department's Bureau of Information Services. Equipment used to scan completed surveys must be destroyed as required by the Department and must not be resold, refurbished or given away.
- 1.5.6. The Contractor's staff must resolve issues of light marks, double marks and scratched out/erased marks on the paper Client Surveys.
- 1.5.7. The Contractor must program parameters, for each Client Survey item, into the scanning software to prevent key stroke errors and out of range responses.
- 1.6. Telephone Protocol
  - 1.6.1. The Contractor must identify clients who have not responded to the paper Client Survey within the timeframes defined in the summary plan and Table 1.17.10.
  - 1.6.2. The Contractor must place calls to clients, who have not responded by mail, a minimum of three (3) times or until interview is completed or a refusal received. The Contractor must not leave voicemail messages containing PII, PHI or other Confidential Data.
  - 1.6.3. The Contractor must encourage clients reached by telephone to complete the questionnaire at that time using the Contractor's CATI system, the approved telephone methodology, and questionnaire.
  - 1.6.4. The Contractor must provide CATI questionnaires and qualified interviewers to conduct the interview in the respondent's primary language.

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

- 1.6.5. The Contractor must employ only experienced interviewers whose training includes but is not limited to:
  - 1.6.5.1. Non-directive interviewing methods.
  - 1.6.5.2. Maintaining respondent confidentiality.
  - 1.6.5.3. Interviewing Client Survey respondents who are mental health clients
  - 1.6.5.4. HIPPA, privacy (PII), snooping, insider threat, and information security.
- 1.6.6. The Contractor must maintain digital phone logs that must include, but not be limited to:
  - 1.6.6.1. The telephone number.
  - 1.6.6.2. Date and time of call(s).
  - 1.6.6.3. Name of the person making the call.
  - 1.6.6.4. Reason for the call.
  - 1.6.6.5. Outcome of the call.
- 1.6.7. The Contractor must unobtrusively monitor ten percent (10%) of interviews for the purpose of quality assurance and provide feedback to interviewers. At the beginning of the interview the caller must inform the respondent that the phone call may be monitored for quality assurance and request permission to proceed with the phone interview. If the respondent does not want the conversation recorded the Contractor must not record the interview.

**1.7. Internet Web-Based Protocol**

- 1.7.1. The Contractor must:
  - 1.7.1.1. Provide the Department approved electronic versions of the questionnaires that are accessible to the selected clients on a secure web site by the date indicated in the approved summary plan and Table 1.17.10.
    - 1.7.1.1.1. The web-based questionnaire must include, but not be limited to:
      - 1.7.1.1.2. An entry page with an explanation of the Client Survey and confidentiality.
      - 1.7.1.1.3. Instructions on how to complete the questionnaire.
        - 1.7.1.1.3.1. The questionnaire must be programmed with appropriate skip patterns to allow the client to complete the questionnaire in stages.

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

- 1.7.1.1.3.2. The questionnaire must be programmed so that the client is unable to complete the questionnaire more than once.
  - 1.7.1.1.3.3. The entry page must have a link that takes the client to a page with information about the Contractor, which must include a toll free number to call with questions and an email address. This information page must clearly provide a link to the Contractor's Privacy Notice and client use.
  - 1.7.1.1.3.4. At no time will the Contractor permit IP, cookie, or other tracking for any reason by the Contractor, its subcontractors or third-parties.
  - 1.7.2. The Contractor must ensure the Client Survey remains statistically valid by the Contractor, by the Department and by the CMHCs.
  - 1.7.3. The Contractor must establish guidelines to determine if a completed Client Survey is unusable.
  - 1.7.4. The Contractor must supervise the collection process to ensure that all data is gathered according to the protocol.
  - 1.7.5. The Contractor must compile and maintain data from completed Client Surveys, to be utilized in completion of statistical analysis for reporting, as outlined in Subsection 1.15.
- 1.8. Training and Protocol for Working With Mental Health Clients
- 1.8.1. The Contractor must develop a written protocol for working with respondents who are mental health clients, and submit it to the Department for approval by the date identified in the approved summary plan that aligns with Table 1.17.10.
  - 1.8.2. The Contractor must utilize the written protocol developed and approved by the Department for working with respondents who are mental health clients and for making appropriate referrals to a Departmental Behavioral Health staff member or other Department approved resource as needed.
  - 1.8.3. The Contractor must ensure that all staff interacting with Client Survey respondents are trained properly in working with mental health clients, which must include, but not be limited to:
    - 1.8.3.1. The protocol for handling clients that may be agitated; and,
    - 1.8.3.2. How to make appropriate referrals of these agitated clients to a Departmental Behavioral Health staff member.

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

**1.9. Data Collection and Data File Development**

- 1.9.1. The Contractor must ensure process integrity at all times and at all levels (state and CMHC), following the approved survey protocol.
- 1.9.2. The Contractor must establish Department approved guidelines to determine if a returned Client Survey is complete or unusable.
- 1.9.3. The Contractor must supervise the collection process to ensure that all data is gathered according to the specific protocol for this Client Survey as approved by the Department.
- 1.9.4. The Contractor must compile and maintain data from completed Client Surveys in order to complete statistical analysis for reporting as described in Section 1.15, Analysis Requirements.
- 1.9.5. Utilizing the Department's SFTP for transmission, the Contractor must provide final electronic Client Survey data to the Department upon completion of the Client Survey results report. Data files must include, but not be limited to:
  - 1.9.5.1. A file in .csv format containing individual respondent level responses for each question.
  - 1.9.5.2. Any weighting and sample design variables needed for analysis.
  - 1.9.5.3. The CMHC the respondent was selected from.
  - 1.9.5.4. Demographic characteristics obtained from the Client Survey questions or the CHMCs.
  - 1.9.5.5. A file in Microsoft Excel format with tabular weighted frequencies and ninety-five percent (95%) confidence intervals for each question and for any composite or calculated measures.
  - 1.9.5.6. A file in Microsoft Excel containing responses to open ended questions.
  - 1.9.5.7. A file in Microsoft Excel containing any corrected client contact information.
  - 1.9.5.8. A file in Microsoft Excel for each CMHC include, but not be limited to:
    - 1.9.5.8.1. The number of respondents selected.
    - 1.9.5.8.2. The final number of respondents with completed Client Surveys;
    - 1.9.5.8.3. The number of selected respondents with unusable contact information;
    - 1.9.5.8.4. The number of Client Surveys that were incomplete or unusable.

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

1.9.5.8.5. The response rate.

**1.10. Privacy Impact Assessment**

1.10.1. Upon request, the Contractor must allow and assist the State in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or State system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the State access to applicable systems and documentation sufficient to allow the State to assess, at minimum, the following:

1.10.1.1. How PII is gathered and stored;

1.10.1.2. Who will have access to PII;

1.10.1.3. How PII will be used in the system;

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

1.10.1.5. Practice practices.

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

1.10.3. The Contractor must securely store the completed paper Client Surveys, the web Client Surveys, and the results of the CATI interviews for up to one (1) year after the Client Survey is completed, and then after receiving Department approval must destroy the paper Client Surveys and the files containing the results per the DHHS Information Security Requirements Exhibit K.

**1.11. Background Checks**

1.11.1. The Contractor must conduct criminal background checks, at its own expense, and not utilize any End Users (as defined in the DHHS Information Security Requirements, Exhibit K) to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor must initiate a criminal background check re- investigation of all employees, volunteers, interns, and subcontractors assigned to this Contract every five (5) years. The five (5) year period will be based on the date of the last Criminal Background Check conducted by the Contractor.

1.11.2. The Contractor must promote and maintain an awareness of the importance of securing the Department's information among the Contractor's End Users. Contractor's End Users must not be permitted to

permitted to  
TJM

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

handle, access, view, store or discuss Confidential Data until an attestation is received by the Contractor that all Contractor End Users associated with fulfilling the obligations of the awarded Contract are, based on criteria provided herein are, eligible to participate in work associated with the Contract.

1.11.3. The Department may, at its sole expense, conduct reference and screening of the Contractor's Project Manager and Key Project Staff.

1.12. State Owned Devices, Systems and Network Usage

1.12.1. If the Contractor's End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the State network in the fulfillment of this Agreement, the Contractor must:

1.12.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.12.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time must they access or attempt to access information without having the express authority of the Department to do so;

1.12.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.12.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.12.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.12.1.6. Only install authorized software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.12.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

1.12.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.12.1.9. Agree when utilizing the Department's email system:

1.12.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.12.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.12.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.12.1.9.4. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.12.1.9.4.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.12.1.9.4.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the awarded Contract and annually throughout the Contract term.

1.12.1.9.4.3. Agree End User's will only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.12.1.9.4.4. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.12.1.9.5. Notify the State a minimum of three (3) business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or badges or who have system privileges resign or are dismissed

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

without advance notice, the Contractor agrees to notify the State's Information Security Office or designee immediately.

1.12.2. Workspace Requirement

1.12.2.1. If applicable, the State will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.13. Contract End-of-Life Transition Services

1.13.1. General Requirements

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

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

1.13.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the State, along with the inventory document, once transition of State Data is complete.

1.13.1.4. The internal planning of the Transition Services by the Contractor and its End Users must be provided to the State and if applicable the Recipient in a timely manner. Any such Transition Services must be deemed to be Services for purposes of the awarded Contract.

1.13.1.5. Should the data Transition extend beyond the end of the awarded Contract, the Contractor agrees that the Contract Information

TJM

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

Security Requirements, and if applicable, the State's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the State.

1.13.1.6. In the event where the Contractor has comingled State Data and the destruction or Transition of said data is not feasible, the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

1.13.2. Completion of Transition Services

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

1.13.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

1.13.3. Disagreement over Transition Services Results

1.13.3.1. In the event the State is not satisfied with the results of the Transition Service, the State will notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties must discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the State is entitled to initiate actions in accordance with the Contract.

1.14. Website and Social Media

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

1.14.2. The Contractor agrees that Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable state and federal law, rules, and

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

agreements: Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

**1.15. Analysis Requirements**

- 1.15.1. The Contractor must provide Client Survey results to the Department in the timeframe established in Table 1.17.10.
- 1.15.2. The Contractor must utilize a Department approved analysis and reporting plan in line with the Table in 1.17.10.
- 1.15.3. The Contractor must complete statistical analysis of the Client Survey data including, but not limited to:
  - 1.15.3.1. Demographics of the population.
  - 1.15.3.2. Service Provision.
  - 1.15.3.3. Participation with Treatment Team.
  - 1.15.3.4. General Satisfaction.
  - 1.15.3.5. Quality of Services.
  - 1.15.3.6. Social Connections.
  - 1.15.3.7. Function and Outcomes.
  - 1.15.3.8. Any standard measures required by SAMHSA.
- 1.15.4. The Contractor must, as part of the statistical analysis, calculate and display confidence intervals for Client Survey estimates and perform significance testing comparing CMHC current performance, to prior years' performance and to state average performance, and state average performance to prior years' performance. Confidence intervals and statistical testing must be adjusted for sample design and weighting as statistically appropriate.
- 1.15.5. The Contractor must submit, for Department approval, by the dates defined in Table 1.17.10., one (1) report that summarizes the statistical analysis defined in Section 1.15.
- 1.15.6. The Contractor must complete the Uniform Reporting System (URS) tables 9, 11, 11A, 19A, and 19B on the required reports, as established by the National Research Institute, Inc. (NRI) or the Center for Mental Health Services/Substance Abuse and Mental Health Services Administration (CMHS/SAMHSA).
- 1.15.7. The Contractor must prepare other reports as requested by the Department.

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

- 1.15.8. The Contractor must design the reports to document, in common English, beyond statistical tables, the interpretation of the results in a way that makes them easy to understand by CMHC staff, DHHS program staff and the general public with no knowledge in research; program or evaluation.
- 1.15.9. The Contractor must develop a statewide report of Client Survey results and must include annual reports for each of the ten (10) CMHC's.
  - 1.15.9.1. The reports must include aggregate trending data for the current year and the past three (3) years.
- 1.15.10. The Contractor must release, only to the Department, the Client Survey data, reports, or any other information regarding the Client Survey;
- 1.15.11. The Contractor must submit report drafts for Department review and written sign-off approval, by October 1.
- 1.15.12. The Contractor must provide all reports as PDFs and ensure thorough proofreading, that all graphics are to be formatted for consistency, adequate spacing, legibility, and attractive presentation. Reports must include color charts.
- 1.15.13. The Contractor must provide, upon approval of the Department, printed reports that are coil bound, have light card stock covers, typically between 100 and 150 pages, and limited to the production number set by the Department, typically 50 copies or less.
- 1.16. In-Person Presentation of Client Survey Results
  - 1.16.1. The Contractor must provide up to three (3) formal, in-person presentations, approximately 60 to 90 minutes in length, to the Department, selected stakeholders, such as the Chief Executive Officers of the CMHCs, and the New Hampshire State Behavioral Health Advisory Council following the annual report submission.
  - 1.16.2. The Contractor must present the Client Survey results and reports in person, and provide answers to any questions during the presentations.
  - 1.16.3. The Contractor may use written, verbal, and electronic media to present the Client Survey results.
  - 1.16.4. The Contractor may be required to provide additional presentations to other stakeholders, as directed by the Department.
- 1.17. Reporting Requirements
  - 1.17.1. The Contractor must submit annual reports for each of the ten (10) CMHC's.
  - 1.17.2. The Contractor must submit, to the Department, monthly progress reports outlining status, number of respondents that completed the Client Survey, bad addresses, obstacles and other relevant information on the  
TWA

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

summary plan for each year's Client Survey, which are due by the 10th working day of the month following the month of report coverage.

- 1.17.3. The Contractor must submit to the Department by the date defined in Table 1.17.10., and supported by the approved summary plan, one (1) report that summarizes the statistical analysis defined in Section 1.15.
- 1.17.4. The Contractor must submit a statewide report of Client Survey results which must include reports for each of the ten (10) CMHC's and trending data for the current year and past three (3) years by December of the year in review.
- 1.17.5. The Contractor must complete and submit subsequent project summary plans for Department written sign-off approval by October 1, 2023, to conduct Client Surveys for the following calendar year covered by the Contract Period.
- 1.17.6. The Contractor must conduct the Client Survey between March 1, 2023 and June 30, 2023.
- 1.17.7. The Contractor must conduct the subsequent Client Survey between January 1, 2024 and June 30, 2024. The Contractor acknowledges and agrees the Due Dates described in Table 1.17.10 will summarily be updated to 2024 instead of 2023 upon initializing the subsequent Client Survey.
- 1.17.8. The Contractor) may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 1.17.9. The Contractor must follow the Table in 1.17.10 to ensure timeliness of deliverables on an annual basis for the term of the agreement. The Contractor must:
  - 1.17.9.1. Provide notice to the Department in writing, at minimum ten (10) business days prior to the deliverable date, if a deliverable date will not be met. The Contractor and the Department must agree on a revised deliverable date."
  - 1.17.9.2. Develop their proposed summary plan to be in-line with the Table in 1.17.10., and for future year developments, the due dates will advance forward exactly one year.

1.17.10. Table

Activity/Deliverable	Contract Section	Due Date
Written and Approved Summary Plan	1.3.1.	Two Weeks After Governor and Executive Council Approval

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

For each system, application, or web portal all written and Department approved: Information Security Plan (ISP);  Privacy Impact Assessment (PIA); Strategic Risk Assessment (SRA); Business Continuity of Operations Plan (COOP); Disaster Recovery Plan (DRP); that aligns with state requirements as described in Appendix A, Exhibit L and Exhibit K	1.10./Appendix A, Exhibit L and Exhibit K	March and additional dates as determined by the parties to meet Department information security requirements.
Written and Approved Client Survey Design, Methodology, and protocols.	1.4.5.	March
Background Attestation	1.11.2	March
Approved Sample Methodology	1.4.4.	April
Documentation sent to DISO and IT for approval	1.2.15.	April
Database transferred to Contractor with: -CMHC -Unique client ID -Demographic variables	1.4.5.	April
Contractor selects samples	1.4.7.	April
Contractor sends DHHS selected IDs	1.4.7.	April
DHHS posts selected IDs to CMHC folders	1.4.7.	April
CMHCS add corresponding client information: -Name -Addresses -Phone numbers -Primary language -homeless - notes on DECEASED CLIENTS - NH DHHS will review throughout DHHS moves files to secure site for Contractor to access	1.4.7.	April
Contractor compiles complete data base of selected samples from 10 CMHCs	1.4.7.	April
Contractor completes drawing of the sample	1.4.7.	April
Written and approved Final Print-Ready Paper Client Surveys, Final CATI protocol, and Final Web-based data collection tool.	1.2.	April
Written and approved final telephone follow up protocol using web Client Survey (part of Client Survey methodology)	1.5.	April
Department approved Pre-notification letter	1.2.14	April
Department approved follow-up letter	1.2.14	April
Written and approved language assistance measures and translations requested by Department per selected sample demographics	1.4.8.	April
Department Approved Training and Protocol for Working With Mental Health Clients	1.8.	May
Pre-notification results letter	1.5.1.	May

DS  
*TUM*

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

Client Survey and cash incentive	1.5.3	June
Reminder letter	1.5.4	June
Second reminder letter	1.5.4	July
Telephone follow-up	1.6.2.	July – August
Completed and approved data collection and data compilation	1.9.	September
Completed and Approved Uniform Reporting System (URS) Tables 9, 11, 11a, 19a, and 19b on the required reports	1.15.6.	October
Draft of public mental Client Survey report	1.15.11.	October
Written and approved final public mental health Client Survey report delivered electronically to DHHS	1.15.9.	December
Approved final electronic survey data delivered to DHHS	1.9.5.	December
Contractor transfers a Microsoft Excel file containing responses to open ended questions	1.9.5.5.	December
Contractor produces a .csv file containing: -Individual respondent-level responses for each question -Weighting and sample design variables need for analysis -CMHC the respondent was selected from -Demographic characteristics obtained from the Client Survey questions or CMHC's	1.9.5.1	December
Contractor produces a Microsoft Excel file with tabular weighted frequencies and 95% confidence intervals for each question and any composite or calculated measures	1.9.5.5.	December
Contractor transfers a Microsoft Excel file for each CMHC containing: -Number of respondents selected -Number of respondents with completed surveys -Number of respondents with unusable contact information -Number of surveys that were incomplete or unusable -Response rate	1.9.5.8.	December
Delivered and approved printed reports (less than 50)	1.15.13.	December
Completed and Approved Onsite Presentations (up to 3)	1.16.	December

\* As stated in 1.17.7, The Contractor must conduct the subsequent Client Survey between January 1, 2024 and June 30, 2024. The Contractor acknowledges and agrees the Due Dates described

DS  
TUA

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

In Table 1.17.10 will summarily be updated to 2024 instead of 2023 upon initializing the subsequent Client Survey.

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

**1.18. Performance Measures**

1.18.1. The Contractor must ensure ninety-five percent (95%) of all deliverables are met in-line with Table 1.18.10 and the Department approved Summary Plan.

1.18.2. The Contractor must monitor ten percent (10%) of interviews for the purpose of quality assurance and provide feedback to interviewers.

1.18.3. The Contractor must provide final electronic Client Survey data to the Department upon completion of the Client Survey results report which must include a file in Microsoft Excel format with tabular weighted frequencies and ninety-five percent (95%) confidence intervals for each question and for any composite or calculated measures.

**2. Exhibits Incorporated**

2.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

**3. Additional Terms**

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

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

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

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

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

**3.3. Credits and Copyright Ownership**

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

3.3.2. 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. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

**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

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT B**

---

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, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices 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.

DS  
TUM

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Other funds.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be for services as specified provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, Table 1.17.10. per deliverable below:

Table 1.17.10.

Activity/Deliverable	Due Date	Amount Paid
Written and Approved Summary Plan	Two Weeks After Governor and Executive Council Approval	\$1,800.00
For each system, application, or web portal all written and Department approved: Information Security Plan (ISP);  Privacy Impact Assessment (PIA); Strategic Risk Assessment (SRA); Business Continuity of Operations Plan (COOP); Disaster Recovery Plan (DRP); that aligns with state requirements as described in Appendix A, Exhibit L and Exhibit K	March	\$1,000.00
Written and Approved Client Survey Design, Methodology, and protocols.	March	\$2,000.00
Background Attestation	March	
Approved Sample Methodology	April	\$2,000.00
Documentation sent to DISO and IT for approval	April	
Database transferred to vendor with: -CMHC -Unique client ID -Demographic variables	April	
Vendor selects samples	April	\$1,000.00
Vendor sends DHHS selected IDs	April	\$2,000.00
DHHS posts selected IDs to CMHC folders	April	
CMHCS add corresponding client information: -Name -Addresses -Phone numbers -Primary language -homeless - notes on DECEASED CLIENTS - NH DHHS will review throughout	April	

Contractor Initials DS  
TWM

Date 2/23/2023

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT C**

DHHS moves files to secure site for vendor to access		
Vendor compiles complete data base of selected samples from 10 CMHCs	April	\$2,000.00
Vendor completes drawing of the sample	April	\$2,000.00
Written and approved Final Print Ready Paper Client Surveys, Final CATI protocol, and Final Web-based data collection tool.	April	\$3,000.00
Written and approved final telephone follow up protocol using web Client Survey (part of survey methodology)	April	\$3,000.00
Department approved Pre-notification letter	April	\$1,000.00
Department approved follow-up letter	April	\$1,000.00
Written and approved language assistance measures and translations requested by Department per selected sample demographics	April	\$1,000.00
Department Approved Training and Protocol for Working With Mental Health Clients	May	\$1,000.00
Pre-notification results letter	June	\$45,000.00
Client Survey and cash incentive	June	
Reminder letter	June	
Second reminder letter	July	
Telephone follow-up	July - August	
Completed and approved data collection and data compilation	September	\$1,200.00
Completed and Approved Uniform Reporting System (URS) Tables 9, 11, 11a, 19a, and 19b on the required reports	October	\$1,000.00
Draft of public mental Client Survey report	October	
Written and approved final public mental health Client Survey report delivered electronically to DHHS	December	\$2,800.00
Approved final electronic Client Survey data delivered to DHHS	December	\$2,500.00
Vendor transfers a Microsoft Excel file containing responses to open ended questions	December	\$500.00
Vendor produces a .csv file containing: -Individual respondent-level responses for each question -Weighting and sample design variables need for analysis -CMHC the respondent was selected from -Demographic characteristics obtained from the Client Survey questions or CMHC's	December	\$1,000.00
Vendor produces a Microsoft Excel file with tabular weighted frequencies and 95% confidence intervals.	December	\$2,500.00

DS  
TJM

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT C**

for each question and any composite or calculated measures		
Vendor transfers a Microsoft Excel file for each CMHC containing: -Number of respondents selected -Number of respondents with completed Client Surveys -Number of respondents with unusable contact information -Number of Client Surveys that were incomplete or unusable -Response rate	December	\$3,000.00
Delivered and approved printed reports (less than 50)	December	\$200.00
Completed and Approved Onsite Presentations (up to 3)	December	\$500.00
* The Contractor must conduct the subsequent Client Survey between January 1, 2024 and June 30, 2024. The Contractor acknowledges and agrees the Due Dates described in Table 1.17.10 will summarily be updated to 2024 instead of 2023 upon initializing the subsequent Client Survey.		

4. Payment for said services shall be made as follows:

- 4.1. The Contractor shall submit invoices within twenty (20) days from the date in Table 1.17.10 above for payment of accepted Deliverables according to the table.
- 4.2. The Contractor shall ensure invoices are in a format specified by the Department and include detailed information, as follows:
  - 4.2.1. Identification of the completed Deliverable(s);
  - 4.2.2. The Deliverable(s) due date(s);
  - 4.2.3. The Deliverable(s) completion date(s); and
  - 4.2.4. The Deliverable(s) acceptance date(s).
- 4.3. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbinvoicesmhs@dhhs.nh.gov) or mailed to:  
 Financial Manager  
 Department of Health and Human Services  
 129 Pleasant Street  
 Concord, NH 03301
- 4.4. Upon acceptance by the State of the Deliverable and a properly documented and approved invoice, the State shall make payment to the

*TWM*

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT C**

---

Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.

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

**New Hampshire Department of Health and Human Services  
Community Mental Health Center Services Satisfaction Survey  
EXHIBIT C**

---

- 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 7.4. In addition to, and not in any way in limitation of obligations of the 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.



New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

DS  
TUM



New Hampshire Department of Health and Human Services  
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Vendor Name: JSI Research & Training Institute, Inc

2/23/2023

Date

DocuSigned by:

Thomas W. Mangione

Name: Thomas W. Mangione

Title: Senior Research Scientist



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

Vendor Name: JSI Research & Training Institute, Inc

2/23/2023

Date

DocuSigned by:

*Thomas W. Mangione*

Name: THOMAS W. MANGIONE

Title: Senior Research Scientist

DS  
TWM

Vendor Initials

2/23/2023

Date



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

TAM



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: JSI Research & Training Institute, Inc

2/23/2023

Date

DocuSigned by:

Thomas W. Mangione

Name: Thomas W. Mangione

Title: Senior Research Scientist

Contractor Initials DS  
TWM  
Date 2/23/2023

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS  
TWM

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: JSI Research & Training Institute, Inc

2/23/2023

Date

DocuSigned by:

Thomas W. Mangione

Name: Thomas W. Mangione

Title: Senior Research Scientist

Exhibit G

Contractor Initials

DS  
TWM

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



New Hampshire Department of Health and Human Services  
Exhibit H

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: JSI Research & Training Institute, Inc

2/23/2023

Date

DocuSigned by:

*Thomas W. Mangione*

Name: Thomas w. mangione

Title: senior Research Scientist.

Contractor Initials

DS  
*TWM*

2/23/2023  
Date



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

TWA



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

*Tom*



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

  
Date 2/23/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

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

3/2014

Contractor Initials

TWM

Date 2/23/2023



## New Hampshire Department of Health and Human Services

## Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

3/2014

Contractor Initials

Date 2/23/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State by:

Katja S. Fox

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative  
Director

Title of Authorized Representative

2/23/2023

Date

JSI Research & Training Institute, Inc

Name of the Contractor

Thomas W. Mangione

Signature of Authorized Representative

Thomas W. Mangione

Name of Authorized Representative

Senior Research Scientist

Title of Authorized Representative

2/23/2023

Date



New Hampshire Department of Health and Human Services  
Exhibit J

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

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

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

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

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

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

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

Contractor Name: JSI Research & Training Institute, Inc

2/23/2023  
Date

DocuSigned by:  
*Thomas W. Mangione*  
Name: Thomas W. Mangione  
Title: Senior Research Scientist

Contractor Initials *TWM*  
Date 2/23/2023



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

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

- 1. The UEI (SAM.gov) number for your entity is: LKTNLLR6FL6
- 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             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             YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

DS  
TJM

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

EXHIBIT L: IT REQUIREMENTS WORKBOOK

APPLICATION REQUIREMENTS			
State Requirements			
Req #	Requirement Description	Criticality	Response
<i>GENERAL SPECIFICATIONS</i>			
A1.1	Ability to access data using open standards access protocol.	M	JSI will provide survey data in .csv format so that it is accessible to Department staff. JSI is prepared to provide the data in other formats as requested by the Department.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	As stated in A1.1, JSI will provide the survey data using open standards access protocol.
A1.3	Web based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	JSI will use Alchemer survey software for the web survey component of this project. Alchemer meets the majority of W3C standards by default, and provides the tools necessary for JSI to meet the remaining standards.
<i>APPLICATION SECURITY</i>			
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	JSI staff must enter a unique username and password to access the Alchemer survey software. All client information and survey data will be stored in a user based, password protected, secure storage drive accessible only to project team members.
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Data shared with JSI by the Department will be stored in a user based, password protected, secure storage drive accessible only to project team members.
A2.3	Enforce unique user names.	M	All JSI project team members have unique user names.
A2.4	Comply with the Department's Password Standard and <sup>DoIT's</sup> statewide User Account and Password Policy when developing, establishing, and enforcing system Administrative (privileged) and End User (non privileged) accounts. Should a requirement conflict reside between the two documents the more restrictive requirement must be followed.	M	JSI will comply with the requirements as listed in the Department's Password Standard and NH DoIT's Password Policy.
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Only two JSI staff are authorized to grant or change Alchemer permissions. The data owner (identified at project startup) must approve all requests for authorization to access project data.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	No authentication credentials are stored in code.

03  
TUM  
 Contractor Initials  
 Date 2/23/2023

EXHIBIT L: IT REQUIREMENTS WORKBOOK

A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	All failed attempts to access data are logged.
A2.13	All logs must be kept for one (1) year, unless protected health information is entered into/stored in the system or product, then all audit logs must be kept for six (6) years for HIPPA compliance.	M	All logs will be retained for at least six years.
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Users can log out of the system at any time; logging out destroys all information about the prior session.
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	All software and services will only be used for the purpose for which it was designed.
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	All project data will be encrypted at rest and in transit. Role based access will be used to grant access to the data.
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	See A2.16
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	The COTS solution and subsequent upgrades will maintain or enhance security requirements.
A2.19	Utilize change management documentation and procedures.	M	Alchemer follows industry best practices for change management.
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the data in <del>real</del> real time when possible.	M	JSI will send and receive information using the Department's SFTP site. All survey data will be shared in a .csv format.

Contractor Initials DS  
TUM  
 Date 2/23/2023

EXHIBIT L: IT REQUIREMENTS WORKBOOK

A2.21	<p>Logs must be configured using "fail safe" configuration. Audit logs must contain the following minimum information:</p> <ol style="list-style-type: none"> <li>1. User IDs (of all users who have access to the system)</li> <li>2. Date and time stamps</li> <li>3. Changes made to system configurations</li> <li>4. Addition of new users</li> <li>5. New users level of access</li> <li>6. Files accessed (including users)</li> <li>7. Access to systems, applications and data</li> <li>8. Access trail to systems and applications (successful and unsuccessful attempts)</li> <li>9. Security events</li> </ol>	M	<p>Logs will be maintained in 'fail safe' mode no logs will be overwritten and the system will stop processing data if logging is unavailable.</p> <p>Logs will include at least the following information:</p> <ol style="list-style-type: none"> <li>1. User IDs (of all users who have access to the system)</li> <li>2. Date and time stamps</li> <li>3. Changes made to system configurations</li> <li>4. Addition of new users</li> <li>5. New users level of access</li> <li>6. Files accessed (including users)</li> <li>7. Access to systems, applications and data</li> <li>8. Access trail to systems and applications (successful and unsuccessful attempts)</li> <li>9. Security events</li> </ol>
-------	--	---	---

**TESTING REQUIREMENTS**

State Requirements

Req #	Requirement Description	Criticality	Response
<i>APPLICATION SECURITY TESTING</i>			
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the Department and web sites and its related Data assets.	M	ISI is not producing any software for the State under this contract, so this section is not applicable.
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Not applicable
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Not applicable
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Not applicable

Contractor Initials   
 Date 2/23/2023

EXHIBIT L: IT REQUIREMENTS WORKBOOK

T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Not applicable
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Not applicable
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Not applicable
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Not applicable
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Not applicable
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Not applicable
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ).	M	Not applicable
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Not applicable
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Not applicable
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Not applicable
<b>STANDARD TESTING</b>			
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Not applicable
T2.2	The Vendor must perform application stress testing and tuning.	M	Not applicable

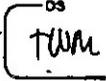
  
 Contractor Initials  
 Date 2/23/2023

EXHIBIT L: IT REQUIREMENTS WORKBOOK

T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Not applicable
T2.4	The vendor must define and test disaster recovery procedures.	M	Not applicable
<b>HOSTING CLOUD REQUIREMENTS</b>			
-State Requirements			
Req #	Requirement Description	Criticality	Response
<i>OPERATIONS</i>			
H1.1	Vendor shall provide an ANSI/TIA 942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	AWS provides on demand scalability, and multi zone availability, with expected availability for multi zone compute applications of 99.99%.
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	AWS provides a secure hosting environment, sufficient Internet bandwidth, and supports user and permission based logins.
H1.3	The Data Center must be physically secured - restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	AWS provides physical security for all components.
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	AWS follows best practices for all patches and updates.
H1.5	Vendor shall monitor System, security, and application logs.	M	AWS and Alchemer monitor all system, security, and application logs.
H1.6	Vendor shall manage the sharing of data resources.	M	AWS and Alchemer manage shared data stores so as to segregate all customer data.
H1.7	Vendor shall manage daily backups, off site data storage, and restore operations.	M	AWS and Alchemer manage daily backups as required.
H1.8	The Vendor shall monitor physical hardware.	M	AWS monitors all physical hardware, with automatic failover.
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	The COTS solution will be a cloud based solution accessible based on the role based access permissions configured as part of the project based on the State's requirements.
<i>DISASTER RECOVERY</i>			

Contractor Initials DS  
TUM  
 Date 2/23/2023

EXHIBIT L: IT REQUIREMENTS WORKBOOK

H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	AWS manages all disaster recovery.
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	See H2.1
H2.3	Vendor shall adhere to a defined and documented back up schedule and procedure.	M	See H1.7
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	See H1.7
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	See H1.7
H2.6	Tapes or other back up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	See H1.7
H2.7	Data recovery - In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	See H1.7
<b>HOSTING SECURITY</b>			
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	All data are encrypted in transit and at rest.
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	All security controls are tested and addressed as part of Alchemer's SOC 2 compliance.

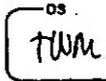
OS  
  
 Contractor Initials  
 Date 2/23/2023

EXHIBIT L: IT REQUIREMENTS WORKBOOK

H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	See H3.4
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	See H3.4
<b>SERVICE LEVEL AGREEMENT</b>			
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	The solution will be maintained, operated and supported per the contract terms.
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M	See H1.2
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	See H1.2
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	See H1.2
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm Monday through Friday EST.	M	The State will not have direct access to project systems or data; therefore no technical support will be provided.

Contractor Initials OS  
TWM  
 Date 2/23/2023

EXHIBIT L: IT REQUIREMENTS WORKBOOK

H4.6	<p>The Vendor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> <li>o Class A Deficiency Software Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation missing significant portions of information or unintelligible to State; Non Software Services were inadequate and require re performance of the Service.</li> <li>o Class B Deficiency Software important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation portions of information are missing but not enough to make the document unintelligible; Non Software Services were deficient, require reworking, but do not require re performance of the Service.</li> <li>o Class C Deficiency Software minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation minimal changes required and of minor editing nature; Non Software Services require only minor reworking and do not require re performance of the Service.</li> </ul>	M	See H1.2
H4.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> <li>a. Class A Deficiencies -The Vendor shall have available to the State on call telephone assistance, with issue tracking available to the State; eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on site or with remote diagnostic Services, within four (4) business hours of a request;</li> <li>b. Class B &amp; C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.</li> </ul>	M	Not applicable
H4.8	<p>The hosting server for the State shall be available twenty four (24) hours a day, 7 days a week except for during scheduled maintenance.</p>	M	Not applicable
H4.9	<p>A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.</p>	M	Not applicable

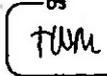
  
 Contractor Initials  
 Date 2/23/2023

EXHIBIT L: IT REQUIREMENTS WORKBOOK

H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit account in \$ amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Not applicable
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Not applicable
H4.14	The Vendor will give two business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Not applicable
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>			
State Requirements			
Req #	Requirement Description	Criticality	Response
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>			
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Not applicable
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Not applicable
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Not applicable
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Not applicable

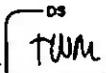
  
 Contractor Initials  
 Date 2/23/2023

EXHIBIT L: IT REQUIREMENTS WORKBOOK

S1.8	The Vendor must work with the State to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Not applicable
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	JSI will use the Departments SFTP site to receive and transfer files.
S1.16	The hosting server for the State shall be available twenty four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Not applicable
<b>PROJECT MANAGEMENT</b>			
<b>State Requirements</b>			
Req #	Requirement Description	Criticality	Response
<i>PROJECT MANAGEMENT</i>			
P1.1	Vendor shall participate in an initial kick off meeting to initiate the Project.	M	Agreed
P1.2	Vendor shall provide Project Staff as specified in the RFA.	M	Agreed
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, vendors and state resources required and payment Schedule. The plan shall be updated no less than every two weeks.	M	Agreed
P1.4	Vendor shall provide detailed bi weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	JSI will provide detailed bi weekly status reports on the progress of the Projects that includes decisions, actions, and potential issues to discuss. It will also included expenses incurred according to the corresponding project deliverables.
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how WORD format on line, in a common library or on paper).	M	JSI will employ standard management principals and maintain appropriate project documentation related to schedules, plans, status reports, and correspondence. This information will be stored in a secure JSI project database as Word files.
P1.6	Vendor shall provide a full time Project Manager assigned to the project.	M	Agreed

Contractor Initials JS  
 Date 2/23/2023

EXHIBIT L: IT REQUIREMENTS WORKBOOK

P1.7	The Vendor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, travel to Concord, NH to meet with project representatives from DHHS and the NHID to review past quarter performance and upcoming quarter Plan of Operations. Virtual meetings may be permitted if approved by DHHS.	M	JSI is prepared to travel to Concord, NH to meet with project representatives from DHHS every quarter to review past quarter performance and upcoming quarter Plan of Operations. JSI is also prepared to conduct these meetings virtually if approved by DHHS.
P1.8	The Vendor's project manager is also expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.	M	Agreed
P1.9	Meeting minutes will be documented and maintained electronically by the contractor and distributed within 24 hours after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well.	M	Agreed

Contractor Initials OS  
TMM  
 Date 2/23/2023