

Lori A. Weaver
Commissioner

Katja S. Fox
Director

167 - 6/17/26

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

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

May 20, 2026

Her Excellency, Governor Kelly A. Ayotte
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-B001), Bow, NH, in the amount of \$8,423,782 to coordinate Student Assistance Programs (SAP) that support substance misuse prevention, early intervention, referral and support activities for students statewide, with the option to renew for up to two (2) additional years, effective July 1, 2026, upon Governor and Council approval through June 30, 2028. 34% Federal Funds. 18.5% General Funds. 47.5% Other Funds (Opioid Abatement Trust Fund).

Funds are available in the following accounts for State Fiscal Year 2027 and are anticipated to be available in State Fiscal Year 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See Fiscal Details Attached

EXPLANATION

The purpose of this request is to coordinate Student Assistance Programs (SAP) that support substance misuse prevention, early intervention, referral and support activities for students statewide. The Contractor will collaborate with schools and other partners to strengthen SAP services and outcomes by providing comprehensive program support, including centralized coordination, technical assistance, and oversight to ensure the effective implementation of a minimum of 40 SAPs each school year.

SAPs are a critical component of the Department's strategy to prevent and reduce substance misuse and its consequences among New Hampshire youth in middle and high schools. The Contractor will be responsible for distributing funding and managing subawards for SAPs, while maintaining processes for statewide coordination and oversight to ensure programs are implemented as designed and intended.

The Department's goal is to create a statewide, geographically diverse SAP network by working with the Contractor to provide the necessary technical assistance and best practice guidance on how to effectively deliver SAP services and ensure standardization and best practices for financial, operational, and technical assistance and training supports to strengthen and enhance a statewide SAP infrastructure.

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
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The Department will monitor services through monthly meetings and the review of quarterly status reports.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 3, 2026 through April 1, 2026. 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 Provisions, of the attached agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, SAPs in New Hampshire would likely experience gaps in services, reduced program effectiveness, and limited ability to implement activities that aim to decrease risk of substance misuse among youth. Additionally, the lack of centralized oversight could result in inconsistent implementation and fidelity concerns, inefficient resource use, and diminished collaboration across schools and partners.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.959, FAIN B08TI088120.

Respectfully submitted,



for:

Lori A. Weaver
Commissioner

Fiscal Details (SAP FO)

**05-95-92-920510-3950000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL
SVCS, OPIOID ABATEMENT TRUST FUND (100% OTHER FUNDS)**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	102-500731	Contracts for Program Services	92053952	\$2,000,000
2028	102-500731	Contracts for Program Services	92053952	\$2,000,000
			Subtotal	\$4,000,000

**05-95-92-920510-31680000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL
SVCS, SAPT BLOCK GRANT (100%FEDERAL FUNDS)**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	074-500589	Grants for Pub Asst and Relief	92056507	\$1,430,750
2028	074-500589	Grants for Pub Asst and Relief	92056507	\$1,430,750
			Subtotal	\$2,861,500

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	102-500731	Contracts for Program Services	92056508	\$43,032
2028	102-500731	Contracts for Program Services	92056508	\$44,250
			Subtotal	\$87,282

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL
SVCS, GOVERNOR'S COMMISSION (100% GENERAL FUNDS)**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	102-500731	Contracts for Program Services	92058512	\$1,475,000
			Subtotal	\$1,475,000
			Total	\$8,423,782

Project ID # RFP-2027-DBH-16-FACIL

Project Title Facilitating Organization for Student Assistance Program

	Maximum Points Available	JSI Research & Training Institute
Technical		
Q1 - EXPERIENCE	250	235
Q2 - ABILITY	300	285
Q3 - CAPACITY	150	140
Subtotal - Technical	700	660
If a Vendor fail to achieve the minimum Technical score stated within the RFP, it will receive no further consideration from the evaluation team and the Vendor's		
Cost		
Vendor Cost	250	250
Vendor Budget Evaluation	50	40
Subtotal - Cost	300	290
TOTAL POINTS	1000	950
TOTAL PROPOSED VENDOR COST		\$8,424,006

	Reviewer Name	Title
1	Katelyn Setterlund	Business Admin. III
2	Susan Morrison	Tobacco Prevention and Cessation Program Administrator
3	Olivia Afshar	Operations Program Specialist
4	Kandyce Mohan	Prevention Services Administrator

Subject: Facilitating Organization For Student Assistance Programs (RFP-2027-DBH-16-FACIL-01)

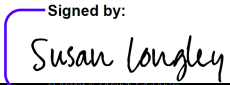

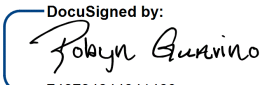
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute, Inc.		1.4 Contractor Address 501 South Street Bow, NH 03304	
1.5 Contractor Phone Number 603-573-3300	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2028	1.8 Price Limitation \$8,423,782
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by:  Date: 5/27/2026		1.12 Name and Title of Contractor Signatory Susan Longley Executive Vice President	
1.13 State Agency Signature DocuSigned by:  Date: 5/28/2026		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/28/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State’s discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Facilitating Organization For Student Assistance Programs
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
 - 1.1. Paragraph 3, Subparagraph 3.1., Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2026 (“Effective Date”).
 - 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:
 - 3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
 - 1.3. Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:
 - 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, RSA 151:21 Patients’ Bill of Rights, civil rights and equal employment opportunity laws, and the Governor’s order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
 - 1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:
 - 12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services Facilitating Organization for Student Assistance Programs Exhibit B – Scope of Services

Scope of Services

1. Statement of Work

- 1.1. Utilizing its New Hampshire Student Assistance Network (“The Network”), the Contractor must serve as a facilitating organization for school-based programs that provide a research-informed framework for prevention, early intervention, referral and support for students, K-12, with needs that may prevent them from benefiting from their educational experience Student Assistance Programs (“SAPs”) in New Hampshire. The Contractor must:
 - 1.1.1. Distribute funding to and manage subawards for the implementation of SAP programming, statewide;
 - 1.1.2. Ensure the effective and compliant operation of SAPs;
 - 1.1.3. Maintain processes for statewide coordination, technical assistance and program oversight to ensure SAP models are implemented as originally designed and intended, maintaining accuracy and consistency throughout the process (“fidelity”) and compliance with applicable standards;
 - 1.1.4. Develop and deliver training, guidance and resources to SAP personnel and stakeholders to promote effective service delivery and program sustainability; and
 - 1.1.5. Foster collaboration among schools and other partner entities to strengthen SAP services and outcomes.
- 1.2. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.
- 1.3. The Contractor must ensure the grant application review and award process in accordance with the requirements described herein and that utilizes a systematic review and award cycle as follows:
 - 1.3.1. Grant Application Assessment: Assessing applications against established scoring rubric criteria to evaluate the demonstration of need, proposed integration plan, and alignment with SAP objectives.
 - 1.3.2. Continuation Funding: Implementing a re-application cycle for continuation funding for these schools.
 - 1.3.3. Proposed List Development: Developing a proposed list of schools for funding.
 - 1.3.4. Departmental Approval: Submitting the proposed list to the Department for final approval by May 31st, of each contract cycle.
 - 1.3.5. Contract Execution: Ensuring SAP contracts are executed each State Fiscal Year, preventing a lapse in SAP services.
 - 1.3.6. Future Cycle Planning: Refining the application process in collaboration with the Department and launch the next SFY cycle in by March 31st of each contract cycle.

**New Hampshire Department of Health and Human Services
Facilitating Organization for Student Assistance Programs
Exhibit B – Scope of Services**

- 1.4. The Contractor must distribute funding annually at the beginning of each school year through grant agreements to middle schools, high schools, and other organizations, including community-based providers and partner agencies (Applicants), to implement SAPs. The Contractor must ensure funding is distributed in accordance with all applicable state and federal laws and regulations and must provide all logistics for funding distribution including developing and maintaining:
 - 1.4.1. A grant application that requires, at a minimum:
 - 1.4.1.1. Name of applying school or organization and Regional Public Health Network region to be served;
 - 1.4.1.2. School profile where SAP will be implemented, including name, location, type, grades served, total enrollment, average attendance, graduation, SAT score, and teacher-to-student ratio;
 - 1.4.1.3. History of SAP in School District: information on current or past SAP efforts to determine the school's planning and preparation needs;
 - 1.4.1.4. Integration Plan and Goals: a description of the current student support team, existing behavioral approach, and a detailed plan for how the SAP will be incorporated to fill existing gaps in services and secure stakeholder buy-in;
 - 1.4.1.5. Demonstration of need for SAP services to help identify and support students facing barriers to learning due to issues including substance use, mental health challenges, trauma, or family instability. The Contractor must ensure demonstration for need is supported by relevant local data, which may include the following:
 - 1.4.1.5.1. Data sources:
 - 1.4.1.5.1.1. Youth Risk Behavior Survey.
 - 1.4.1.5.1.2. National Survey on Drug Use and Health.
 - 1.4.1.5.1.3. Behavioral Risk Factor Surveillance Survey.
 - 1.4.1.5.1.4. NH County Health Rankings; and
 - 1.4.1.5.2. Key indicators:
 - 1.4.1.5.2.1. Drug overdose incidents by town.
 - 1.4.1.5.2.2. In-school and out-of-school suspension rates.
 - 1.4.1.5.2.3. Incidents of violence and expulsion rates.
 - 1.4.1.5.2.4. Percent of low income students.
 - 1.4.1.5.2.5. Drop-out and graduation rates;

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- 1.4.1.6. Goals of SAP implementation;
- 1.4.1.7. Readiness: a baseline understanding for The Network to plan support for funded schools, particularly with integration into the student support team and sustainability;
- 1.4.1.8. A detailed budget that clearly indicates the percent of cash or in-kind match that will be provided, including an explanation of what funding sources and resources make up any in-kind match, if applicable;
- 1.4.1.9. The Applicant’s proposed SAP staffing plan; and
- 1.4.1.10. A signed letter of commitment from the school district superintendent, including, at a minimum, commitment to:
 - 1.4.1.10.1. Supporting SAP implementation with fidelity, including an outline of the core components of the SAP.
 - 1.4.1.10.2. Allowing for participation in the SAP Community of Practice (“CoP”) and other professional development activities.
 - 1.4.1.10.3. Designating direct-report staff members within the school district.
 - 1.4.1.10.4. A communication plan to handle issues of concerns or grievances.
 - 1.4.1.10.5. Ensuring SAP Counselors have access to:
 - 1.4.1.10.5.1. A private, physical space within the school to conduct screenings with individual students or groups;
 - 1.4.1.10.5.2. Laptops, desks, chairs, telephones; and
 - 1.4.1.10.5.3. Student data including class schedule and guardian contact information;
- 1.4.2. An annual grant application submission, review and award process for all grant applications that, at a minimum:
 - 1.4.2.1. Includes timelines and instructions for submissions.
 - 1.4.2.2. Includes funding and scoring rubrics.
 - 1.4.2.3. Ensures the grant application is available and accessible statewide.
 - 1.4.2.4. Assesses the readiness of each applicant to implement the SAP with fidelity.
 - 1.4.2.5. Ensures funding is distributed, statewide, based on need and

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- implementation readiness, using a competitive bidding process and in accordance with all applicable state and federal laws and regulations.
- 1.4.2.6. Ensures all grant applications are reviewed and approved by the Department prior to award.
- 1.5. The Contractor must enter into grant agreements with a minimum of 40 school districts (“subawardees”) within 60 days of the effective date of the awarded contract to support the provision of SAP within NH. The Contractor must:
- 1.5.1. Provide a copy of each executed SAP subaward to the Department within five (5) business days of the effective date of the subaward;
 - 1.5.2. Enter into new subawards for new SAPs that are located in underserved geographic regions, as approved by the Department, and modify subawards as needed; and
 - 1.5.3. Comply with all applicable federal and state regulations and laws, which includes, but is not limited to, RSA-21:G and 2 CFR 200.
- 1.6. The Contractor must track, monitor and manage subawardee grant agreements to ensure programming is implemented as intended and in compliance with all applicable regulations, maintain accountability for funds, and track performance outcomes. Monitoring must include programmatic and financial reviews conducted on-site or remotely, a minimum of annually, or as otherwise directed by the Department. The Contractor must ensure:
- 1.6.1. Subawardees serve a minimum of one (1) middle school or one (1) high school;
 - 1.6.2. All SAPs implement the core components of the program to fidelity of the Schools Using Coordinated Community Efforts to Strengthen Students ([Project SUCCESS](#)) model, which is a school-based, multicomponent substance misuse prevention program designed to reduce risk factors for and increase protective factors against substance misuse among students aged 12-18. Core components include:
 - 1.6.2.1. Universal or School Wide Prevention Strategies;
 - 1.6.2.2. Prevention Curriculum Based Education in a minimum of two (2) grade levels (e.g. seventh grade and ninth grade);
 - 1.6.2.3. Using the Global Appraisal of Individual Needs-Short-Screener (GAIN-SS) to screen students for behavioral health issues who are referred to the program;
 - 1.6.2.4. Applying the screening results to assign students to individual or group sessions and/or referral to other resources or treatment;
 - 1.6.2.5. Providing parent education and consultation on substance misuse and mental health issues relative to adolescents; and
 - 1.6.2.6. Providing consultation to school staff and administration as needed.

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- 1.10.9. Identify and share tools and resources that strengthen SAP implementation;
and
- 1.10.10. Coordinate guest speakers to enhance learning and professional
development opportunities.
- 1.11. The Contractor must provide Technical Assistance and Training (TA/T) to each sub-
awarded SAP. TA/T may include and be provided in collaboration with subject matter
experts and Department-identified providers. The Contractor must:
 - 1.11.1. Conduct an annual TA/T needs assessment for all contracted SAP;
 - 1.11.2. Develop and implement a TA/T plan based on the annual TA/T needs
assessment;
 - 1.11.3. Incorporate a variety of capacity strengthening modalities into the TA/T plan
to achieve desired results, including:
 - 1.11.3.1. Universal TA/T: appropriate for introducing or reinforcing
knowledge to a large cohort;
 - 1.11.3.2. Group TA/T: designed for smaller groups with similar needs and
interests, allowing for skill building and peer sharing. Group TA/T
provides cross-site support including; and
 - 1.11.3.3. Individual TA/T: for intensive, targeted assistance, to be used
when universal or group support is insufficient or as part of ongoing
program monitoring; and
 - 1.11.4. Ensure TA/T is available in-person and virtually, and includes, at a
minimum:
 - 1.11.4.1. Implementation of and ensuring fidelity to the Project SUCCESS
model;
 - 1.11.4.2. All applicable laws, including but not limited to the Family
Educational Rights and Privacy Act (FERPA), the Health
Insurance Portability and Accountability Act (HIPAA), and 42 CFR
Part 2;
 - 1.11.4.3. Assistance for each SAP to establish confidentiality protocols for
students, school staff, administrators, and parents;
 - 1.11.4.4. Professional development;
 - 1.11.4.5. Mentoring and coaching;
 - 1.11.4.6. Capacity development consulting;
 - 1.11.4.7. Administrative support functions;
 - 1.11.4.8. Data collection and evaluation;
 - 1.11.4.9. Identifying services that may be billable to Medicaid, Medicare, or
private insurance;
 - 1.11.4.10. Quality improvement; and

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	newsletters, follow-up emails, and technical support during meetings and necessary accommodations (e.g., closed captioning, wheelchair access for in-person). Meeting recordings, slides, and resources must be archived in the central NH SAP Resource Center.
Approved for CEUs	Certificates of attendance and CEUs must be provided to Certified Prevention Specialists for training, CoP, and group mentoring sessions
Differentiated	The Contractor must implement a strategy of differentiated T/TA that recognizes the distinct profile of each SAP, including varied experience, knowledge, and organizational readiness, and maximizes effectiveness by customizing support based on a preliminary assessment of each SAP's current capacity and specific gaps.

- 1.16. The Contractor must implement a mechanism for SAPs to request and identify topics for TA/T and must gather feedback from SAPs regarding TA/T provided.
- 1.17. The Contractor must ensure TA/T is provided in accordance with Task 4.2 of the Work Plan identified in Section 1.31, or as requested by participants or as determined through participant feedback, subject to change upon mutual agreement by the parties.
- 1.18. The Contractor must ensure SAP staff collect and enter aggregate, de-identified SAP-related data in the Department-identified data system on a monthly basis. The Contractor must ensure data includes:
 - 1.18.1. Demographics of individuals served, broken out by each Substance Abuse and Mental Health Services Administration’s Center for Substance Abuse Prevention (CSAP) strategy, which include information dissemination, normative and prevention education, problem identification and referral, community-based process and environmental approaches, and resistance to social competency skills. Demographics must include:
 - 1.18.1.1. Biological sex;
 - 1.18.1.2. Age;
 - 1.18.1.3. Race;
 - 1.18.1.4. Ethnicity; and
 - 1.18.1.5. Individual or Family Military Status;
 - 1.18.2. Amount and frequency of individual participation in individual and group sessions;
 - 1.18.3. Aggregate GAIN-SS screening results;
 - 1.18.4. Number and type of referral to internal or external behavioral health resources or programs; and
 - 1.18.5. Number and type of universal activities, parent education and consultation and school staff and administration.

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- 1.19. The Contractor must work with the Department-identified data system provider to obtain authorization for, retrieve SAP-related data from, and provide the Department with de-identified, aggregate monthly summary SAP program reports. The Contractor must ensure the monthly summary reports include but are not limited to all data identified above.
- 1.20. The Contractor must collaborate with the Department and the Department-identified program evaluation provider to develop and implement a comprehensive evaluation plan for SAPs to measure program effectiveness, ensure accountability, and support continuous improvement.
- 1.21. The Contractor must collaborate with the Department to develop and implement a comprehensive Quality Assurance and Improvement (QAI) Plan for SAPs to ensure program fidelity, effectiveness, and compliance with all applicable standards. This plan must establish clear processes for monitoring performance, evaluating outcomes, and identifying areas for improvement.
- 1.22. The Contractor must have at a minimum one (1) staff member located in NH to provide in-person TA/T or consultation at a minimum of one (1) workday a month or more frequently as needed.
- 1.23. The Contractor must support the ability of each SAP to ensure services are available and can be sustained beyond availability of Department funding, which includes, but is not limited to:
 - 1.23.1. Providing technical assistance on engaging stakeholders for ensuring SAP financial viability and future sustainability;
 - 1.23.2. Assisting with marketing and promotion of the program; and
 - 1.23.3. Education and advocacy for local, state and federal programs to sustain and/or expand SAP.
- 1.24. The Contractor must inform school districts of the availability, purpose, and value of SAPs across NH. The Contractor must ensure activities include, but are not limited to:
 - 1.24.1. Developing educational materials approved by the Department;
 - 1.24.2. Disseminating educational materials on a variety of platforms as approved by the Department;
 - 1.24.3. Publishing a quarterly e-newsletter; and
 - 1.24.4. Presenting at local, state and national meetings, workshops and conferences as approved by the Department.
- 1.25. The Contractor must collect baseline data for each SAP location within 90 days of the effective date of the awarded contract. Baseline data must include:
 - 1.25.1. Number of staff at each SAP with content experts identified including but not limited to:
 - 1.25.1.1. Bachelor of Social Work.
 - 1.25.1.2. Licensed Social Worker.

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- 1.25.1.3. Master of Social Work.
- 1.25.1.4. Licensed Alcohol and Drug Counselor.
- 1.25.1.5. Master Licensed Alcohol and Drug Counselor.
- 1.25.1.6. Psychologist.
- 1.25.1.7. Psychiatrist.
- 1.25.1.8. Certified Recovery Support Worker.
- 1.25.1.9. Certified Prevention Specialist;
- 1.25.2. Staffing plan at each SAP location including direct reporting delineations and name of Superintendent; and
- 1.25.3. School Information, including:
 - 1.25.3.1. Location;
 - 1.25.3.2. If school is a middle school or high school;
 - 1.25.3.3. SAP service hours;
 - 1.25.3.4. Total number of students per school.
 - 1.25.3.5. Annual itemized budget;
 - 1.25.3.6. Funding sources or contracts other than this awarded contract;
 - 1.25.3.7. Percentage of staff and volunteers that have been trained in Project SUCCESS; and
 - 1.25.3.8. Status of an organizational sustainability plan.
- 1.26. The Contractor must ensure monthly invoices, including subawarded SAP invoices, with supporting documentation are reflective of allowable expenses and are submitted to the Department in accordance with Payment Terms of the resulting Agreement. The Contractor must collaborate with the Department to rectify any issues related to the invoices.
- 1.27. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.28. The Contractor may be required to participate in on-site reviews conducted by the Department and the Department-identified Program Evaluator, on an annual basis, or as otherwise requested by the Department.
- 1.29. The Contractor may be required to ensure staff participate in quarterly training as required and requested by the Department.
- 1.30. The Contractor must adhere to the following Work Plan, subject to modifications as reviewed and approved by the Department prior to implementation:

Tasks	Timeline	Benchmark
Task 1. Enter into contract with 40 schools		

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1.1 Sign contracts with 40 schools approved by the Department through the spring application process and whose contract materials have been collected.	Within 60 calendar days of the contract effective date.	Secure fully executed contracts (including all state-required documentation) with at least 40 schools within the 60-day window.
1.2 Develop Application, including Letter of Commitment: Leverage existing application materials and systems to finalize updated application.		Finalize the updated SAP Application package and Letter of Commitment (LOC) within first day of project launch.
1.3 Announce Funding Opportunity for NEW schools using well-honed communication Networks and partnerships.		Disseminate the announcement to 100% of approved identified partners within 1 business day of application finalization.
1.4 Respond to submitted questions		Provide written responses to submitted inquiries within 2 business days of receipt.
1.5 Review applications and score against provided rubric.		All submitted applications are reviewed and all incomplete applications are addressed.
1.6 Follow up with applicants whose applications were complete or raised questions regarding readiness.		Reach out to applicants regarding missing items or readiness concerns within 24 hours of the initial review.
1.7 Consult with the Department to approve applications,		Present recommended schools to the Department for final approval within 2 days of scoring completion.
1.8 Notify schools of status and provide all necessary contract materials.		Issue award/regret notifications to 100% of applicants within 48 hours of the Department approval.
1.9 Enter into contract with new schools.		Secure fully executed contracts (including all state-required documentation) with at least 40 schools within the 60-day window.
Task 2 – Project Management and Ongoing Implementation Support		
2.1 Kickoff meeting: Define goals, budget, and scope.	within the first 10 business days of the contract effective date.	Facilitate the project kickoff meeting with all key stakeholders.
2.2 Revise and finalize work plan.	within 60 calendar days of the	Submit the finalized, detailed work plan to the Department.

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	kickoff meeting.	
2.3 BDAS Monthly check-in calls with client: Maintain communication and shared project vision.	Monthly	Conduct 100% of scheduled monthly check-in calls with the Department.
2.4 Weekly Project Team meetings: maintain work plan and deliverables.	Weekly	Conduct weekly internal project team meetings to ensure work plan milestones are met.
2.5 Budget Management.	On-going	Perform Monthly budget-to-actual reconciliations to ensure spending remains within 5% of projected quarterly forecasts.
2.6 Participate in on-site reviews conducted by the Department.	As requested	Ensure 100% readiness and participation of key leadership staff for any scheduled Department site reviews.
2.7 Ensure staff participate in quarterly training as required and requested by the Department.	As requested	Document 100% staff attendance at all Department-mandated quarterly training sessions.
2.8 Provide quarterly reports to the Department.	Quarterly (By the 15th of the month following the close of each quarter.)	Submit formal Quarterly Progress Reports.
2.9 Respond to Department request for data and other information regarding NH SAP.	As requested	Acknowledge ad-hoc data requests within 2 business days and provide full data sets within 3–5 business days, unless otherwise specified.
Task 3 – Manage Subawards		
3.1 Provide copy of executed contract to the Department.	Within 5 business days of final signature of each subaward.	Submit digital copies of all executed contracts to the Department.
3.2 Prepare contract management systems.	9/1/26	Finalize the internal tracking database for all subawards (including contact info, award amounts, and milestone dates) prior to the first invoice cycle.

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3.3 Process monthly invoices.	Monthly	100% of grant invoices are processed within 15 business days.
3.3.1 Ensure supporting documentation are reflective of allowable expenses.	Monthly	Verify that supporting documentation (receipts, logs, etc.) is present for 100% of "Allowable Expense" line items.
3.4 Process payment.	Monthly	Process and issue payments to schools within 30 days of receiving a verified, complete invoice.
3.5 Contract fidelity check in.	Twice per year	25% of schools participate in contract fidelity check in; data informed selection.
Task 4 – Assessment, T/TA, and Evaluation		
<i>Task 4.1 – Assessment</i>		
4.1.1 Develop, disseminate, collect, and analyze Needs Assessment for all SAP.	Annually	Achieve a 90% response rate on the Needs Assessment from all contracted SAP within 30 days of dissemination.
4.1.2 Develop data informed T/TA plan.	Annually, ongoing updates	Finalize the data-informed T/TA Plan within 30 business days of assessment analysis.
<i>Task 4.2 – T/TA</i>		
4.2.1 Hold monthly Network CoP.	Monthly	Conduct 100% scheduled monthly CoP.
4.2.2 Hold open office hours.	Weekly	Conduct 100% scheduled open-office hours.
4.2.3 Host group mentoring sessions.	Every other month	Conduct 5 group mentoring sessions.
4.2.4 Host Regional CoP.	Monthly	Host 2 regional CoP per month, per school year.
4.2.5 Monthly newsletter for SAP-Cs	Monthly	Achieve 100% on-time distribution of monthly Coordinator Newsletters.
4.2.6 Quarterly Admin Newsletter for school administrators.	Quarterly	Achieve 100% on-time distribution of quarterly Admin newsletters.
4.2.7 Hold Admin Open office hours	Weekly	Host 100% of planned office hours.
4.2.8 1:1 TA as needed	Ongoing	Respond to 1:1 TA requests within 24 business hours.
<i>Task 4.3 – Complete onboarding of new schools</i>		
4.3.1 Facilitate contract meeting with each school.	10/1/26	Complete 1:1 contract meetings with 100% of awarded schools within the 60-day contracting window.

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4.3.2 SAP Training on Department-identified data system and NH SAP.	10/1/26, ongoing	100% SAP coordinators indicate they have received training on Department-identified data system and NH SAP implementation.
4.3.3 SAP Training on GAIN SS, FERPA, HIPAA, 42 CFR Part 2, and insurance billing.	within 120 calendar days of the contract effective date / ongoing	Ensure 90% of SAP coordinators complete mandatory training (Department-identified data system, GAIN-SS, Confidentiality/Privacy laws, and Insurance Billing).
4.3.4 Midyear training and onboarding with new SAP as they enter	within 120 calendar days of the contract effective date / ongoing	90% of SAP coordinators indicate they have received all required training.
Task 4.4 – Evaluation		
4.4.1 Work with Department-identified program evaluation provider to develop and implement an evaluation plan.	within 60 calendar days of the contract effective date.	Finalize evaluation plan
4.4.2 Develop and collect baseline data survey (SAP Profile; Application)	within 60 calendar days of the contract effective date.	Finalize the Baseline Survey instrument and SAP Profile template within the first 30 days of the project. Achieve a 100% participation rate from all enrolled entities/participants for baseline data.
4.4.3 Monthly data review	Monthly	90% of SAP coordinators enter data on time.
4.4.4 Analyze monthly data	Monthly	Produce an internal insight brief within 10 days of data lock, identifying trends, outliers, and performance gaps.
4.4.5 Team data review meetings and TA planning	Monthly	Insight brief review and internal team planning meetings to identify schools requiring proactive TA.
4.4.6 TA research, development, and implementation.	Monthly	Conduct research and develop TA assets/interventions aligned data informed recommendations.

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4.4.7 Site Visits: 12 in-person site visits per year	12/1/26, 6/1/27	Complete 12 in-person site visits annually.
4.4.8 Quality Assurance and Improvement Plan	Monthly	Submit the monthly Data Report to the Department with the Quarterly Report.
4.4.10 Develop and collect satisfaction measures.	6/15/27	Achieve 90% participation rate. Maintain a Satisfied or Highly Satisfied rating from at least 85% of stakeholders.
4.4.11 Prepare year end data report.	6/30/27	Submit final Annual Impact Report within 30 days of the fiscal/contract year-end date.
Task 5 – Educate on purpose, availability, and value of SAP		
<i>Task 5.1 Educate on purpose of SAP</i>		
Task 5.1 Educate on the availability, purpose, and value of SAP	On-going	Conduct 90% strategies identified in the approved communications work plan to be developed in collaboration with the Department.
5.1.1 Develop educational materials.	On-going	Complete comprehensive SAP Toolkit (brochures, digital assets, and fact sheets) by the end of Quarter 1 (Q1).
5.1.2 Disseminate materials.	On-going	Share promotional and marketing materials through various channels to increase reach.
5.1.3 Publish quarterly newsletter	Quarterly	Publish the SAP Newsletter by the 15 th day following the close of each quarter.
<i>Task 5.2 Educate on the availability of SAP</i>		
Task 5.2 Engage with schools in underserved geographic regions.	On-going	Identify and map priority geographic areas based on Department criteria within the first 60 days. Conduct at least two direct outreach activities (site visits, specialized webinars, or discovery calls) per quarter specifically for underserved districts.
<i>Task 5.3 Educate on the value of SAP</i>		
Task 5.3 Present at local, state, and national meetings, workshops and conferences.	On-going	Facilitate or present at a minimum of two (2) local or state-level meetings/workshops per year.

1.31. Reporting

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1.32. Background Checks

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

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

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

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

1.33. Confidential Data

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

1.33.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss confidential data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.33.3. The Department and the Contractor shall not exchange protected health information as defined in Health Insurance Portability and Accountability Act (HIPAA), personally identifiable information, or any type of information that may be used to determine, distinguish, or trace an individual's identity. In the event there is any inadvertent disclosure of any such information, the Contractor shall ensure the return or destruction of the information and that it is held confidential.

1.33.4. The Contractor agrees data obtained under this Agreement may not be used for any other purposes that are not indicated in this Agreement.

1.34. Department Owned Devices, Systems and Network Usage

1.34.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.34.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use

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- agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.34.1.2. 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 shall they access or attempt to access information without having the express authority of the Department to do so;
 - 1.34.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.34.1.4. 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;
 - 1.34.1.5. Only use equipment, software, or subscription(s) authorized by the Department’s Information Security Office or designee;
 - 1.34.1.6. Not install non-standard software on any Department equipment unless authorized by the Department’s Information Security Office or designee;
 - 1.34.1.7. 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.”
 - 1.34.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
 - 1.34.1.9. Agree when utilizing the Department’s email system:
 - 1.34.1.9.1. To only use a Department email address assigned to them with a “@ affiliate.DHHS.NH.Gov”.
 - 1.34.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.34.1.9.3. 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

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
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.

- 1.35.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.
- 1.35.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.35.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department’s Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.35.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department’s DHHS Information Security Requirements Exhibit.

1.35.2. Completion of Transition Services

- 1.35.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 1.35.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department’s Information Security Requirements Exhibit.

1.35.3. Disagreement over Transition Services Results

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

2. Exhibits Incorporated

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

3. Additional Terms

- 3.1. Impacts Resulting from Court Orders or Legislative Changes
 - 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 3.2. Credits and Copyright Ownership
 - 3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, “The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”
 - 3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
 - 3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.
 - 3.2.4. 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

**New Hampshire Department of Health and Human Services
Facilitating Organization for Student Assistance Programs
Exhibit B – Scope of Services**

performance of the Contract, and all income received or collected by the Contractor.

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

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

Payment Terms

1. This Agreement is funded by:
 - 1.1. 34% Federal funds, Substance Use Prevention, Treatment, and Recovery Services Block Grant, as awarded on January 28, 2026, by the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, ALN 93.959, FAIN B08TI088484.
 - 1.2. 18.5% General funds;
 - 1.3. 47.5% Other funds, Opioid Abatement Commission.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR §200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget Sheet.
4. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment in accordance with Section 3 above.
 - 4.4. Includes supporting documentation of allowable costs, labeled by budgeted line item with each invoice that may include, but are not limited to timesheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department to initiate payment.
 - 4.6. Is assigned an electronic signature and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street

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

Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) calendar days of receipt of each invoice and any required supporting documentation, subsequent to approval of the submitted invoice.
6. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. If applicable, the Contractor must notify the Department of any revisions, updates, or extensions to the Contractor's federal negotiated indirect cost rate agreement (NICRA) by submitting a copy of the revised NICRA to the Department within five (5) business days of the Contractor's receipt of the NICRA from the cognizant federal agency.
9. Audits
 - 9.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 9.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 9.2. If Condition A exists, the Contractor must submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 9.2.1. The Contractor must submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor

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

must submit quarterly progress reports on the status of implementation of the corrective action plan.

- 9.3. If Condition B or Condition C exists, the Contractor must submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 9.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 9.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and must 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, within sixty (60) days.

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New Hampshire Department of Health and Human Services Contractor Name: <i>JSI Research & Training Institute, Inc.</i> Budget Request for: <i>Facilitating Organization for Student Assistance Programs</i> Budget Period: <i>July 1, 2026 - June 30, 2028</i> 26.2% Federal Funds 15% Non-Federal Funds (General/Other) (excludes Subrecipient Indirect Cost Rate (if applicable) Contracts - SAP Grant Agreements)				
Line Item	Program Cost - Federal Funded by DHHS - SFY 27 (7/1/26 - 6/30/27)	Program Cost - Non-Federal Funded by DHHS - SFY 27 (7/1/26 - 6/30/27)	Program Cost - Federal Funded by DHHS - SFY 28 (7/1/27 - 6/30/28)	Program Cost - Non-Federal Funded by DHHS - SFY 28 (7/1/27 - 6/30/28)
1. Salary & Wages	\$102,639	\$279,389	\$102,639	\$162,708
2. Fringe Benefits	\$48,620	\$132,346	\$48,620	\$77,075
3. Consultants	\$14,086	\$34,649	\$14,086	\$20,127
4. Equipment	\$0	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0	\$0
5.(e) Supplies - Office	\$174	\$428	\$174	\$249
6. Travel	\$317	\$779	\$317	\$453
7. Software	\$170	\$419	\$170	\$243
8. (a) Other - Marketing/Communications	\$1,083	\$2,663	\$1,083	\$1,547
8. (b) Other - Education and Training	\$357	\$878	\$357	\$510
8. (c) Other - Other (specify below)				
<i>Other (TA & SAP Trainings)</i>	\$2,611	\$6,423	\$2,611	\$3,731
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0
9. Subrecipient Contracts - SAP Grant Agreements	\$1,216,138	\$2,991,362	\$1,216,138	\$1,737,612
Total Direct Costs	\$1,386,195	\$3,449,336	\$1,386,195	\$2,004,254
Total Indirect Costs	\$44,555	\$68,696	\$44,555	\$39,996
Subtotals	\$1,430,750	\$3,518,032	\$1,430,750	\$2,044,250
			TOTAL	\$8,423,782

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

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

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

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

FORM A

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

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

NO 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: _____

Name: _____ Amount: _____

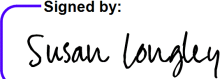
Name: _____ Amount: _____

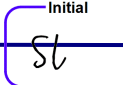
Name: _____ Amount: _____

Name: _____ Amount: _____

Contractor Name: JSI

5/27/2026
Date: _____

Signed by:

0498D7195E77456
 Name: Susan Longley
 Title: Executive Vice President, JSI

Initial

 Contractor's Initials
 Date 5/27/2026

New Hampshire Department of Health and Human Services

Exhibit E

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

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

Contractor Initials 

New Hampshire Department of Health and Human Services


Exhibit E

DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements


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.).


Contractor Initials 

New Hampshire Department of Health and Human Services

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

Contractor Initials 

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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DHHS Information Security Requirements

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials 

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DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials 

Date 5/27/2026

State of New Hampshire

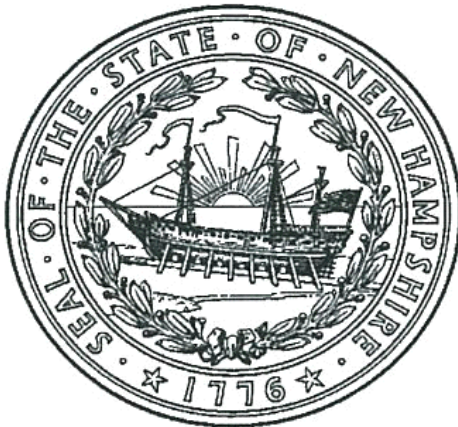
Department of State

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: **0007927755**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May A.D. 2026.

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

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Robert Schlink, 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 May 18, 2026, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Susan Longley, Craig Enstad (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: 5/19/2026

Signature of Elected Officer

Name: Robert Schlink

Title: Assistant Clerk

NONPROFIT COVER SHEET

A. Entity Name: JSI Research & Training Institute, Inc., d/b/a Community Health Institute

B. Entity's Contact Information: Katherine Robert

For Records Requests (e.g., resumes of key personnel; audited financial statements):

Name / Phone / Email: Katherine Robert / 603-573-3331 / katie.robert@jsi.org

Person responsible for Accuracy and Completeness of information provided:

Name: Julie Yerkes Title: Project Director

Signature: 

C. List Board of Directors and Affiliations

<u>Name</u>	<u>Affiliations</u>
Sandro Galea, MD, MPH, DrPH (Board Chair)	Dean, Washington University School of Public Health
Alina Rocha Menocal (Board Member)	Principal Research Fellow, Politics and Governance, ODI Global
Hafiz Adamjee, M.S. (Board Member)	Retired, former executive at Novartis
Lia Tadesse Gebremedhim, M.A., MD (Board Member)	Executive Director, Harvard Ministerial Leadership Program, former Minister of Health
Mike Useem, M.A., Ph.D. (Board Member)	William and Jacalyn Egan Professor of Management, Wharton School at Univ. of Pennsylvania
Dr. Muka Chikuba-McLeod (Board Member, Ex-Officio)	President/CEO, JSI Research & Training Institute
Dr. Nneka Mobisson (Board Member)	Co-founder and CEO of mymdoc and Faculty Advisor at IHI
Topsy Kola-Oyeneyin (Board Member)	Managing Partner, Augmentum Advisory
Monica Valdes Lupi	Managing Director for Health, Kresge Foundation

D. List Key Personnel (Resumes must be available upon request to the person(s) listed in section B or may be attached):

<u>Name</u>	<u>Role</u>	<u>Annual Salary</u>	<u>Amount Paid From This Contract</u>
Katie Robert	JSI NNE Director	\$0	\$0

DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY

E. Check one of the following:

- The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**
- The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding (Attached extra sheet if necessary).

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following:

- is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**
- is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**
- is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: Attached screen shot from the DOJ Registered Charities List found at:

<https://mm.nh.gov/files/uploads/doj/remote-docs/registered-charities.pdf>

16479	JSI Research & Training Institute, Inc.	44 Farnsworth Street Boston, MA 02210	Boston	MA	02210	G	8/15/2026
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FINANCIAL DISCLOSURES

G. Check one the following:

- [X] The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are available to be requested from the contact listed on Page 1 (audited financials may be attached) **OR**
- [] The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**
- [] ***If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization’s most recently completed fiscal year:

1. INCOME STATEMENT

<u>Revenue</u>		<u>Expenses</u>	
<i>Grants</i>	\$	<i>Compensation of officers, directors, and key personnel</i>	\$
<i>Donations</i>	\$	<i>Other salaries & wages</i>	\$
<i>Program Services Revenue</i>	\$	<i>Payroll taxes & employee benefits</i>	\$
<i>Interest & Dividends</i>	\$	<i>Occupancy, rent, utilities, and insurance</i>	\$
<i>All other Revenue</i>	\$	<i>Printing, publications, postage, office supplies, and IT</i>	\$
<u>Total Revenue</u>	\$	<i>All other expenses</i>	\$
		<u>Total Expenses</u>	\$

2. BALANCE SHEET

Assets

<i>Cash & Equivalents</i>	\$	
<i>Investments</i>	\$	
<i>Real Estate (less any depreciation)</i>	\$	
<i>Other Property & Equipment (less any depreciation)</i>	\$	
<i>Pledges, grants, accounts receivable</i>	\$	
<i>All other assets</i>	\$	
<u>Total Assets</u>	\$	

Liabilities

<i>Accounts Payable</i>	\$	
<i>Loans Payable</i>	\$	
<i>All other liabilities</i>	\$	
<u>Total Liabilities</u>	\$	



State of NH

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

November 12, 2025

JSI Mission Statement:

JSI is dedicated to improving lives through better health and education outcomes for individuals and communities and to providing an environment where people of passion can pursue this cause.

501 South Street, Bow, NH 03304 | (603) 573-3300 | JSI.org



Consolidated Financial Statements and
Report of Independent Certified Public
Accountants and Reports in
Compliance with Uniform Guidance

JSI Research and Training Institute, Inc.

September 30, 2024 and 2023

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
JSI Research and Training Institute, Inc.

Opinion

We have audited the consolidated financial statements of JSI Research and Training Institute, Inc. and affiliates (the "Organization"), which comprise the consolidated statements of financial position as of September 30, 2024 and 2023, and the related consolidated statements of activities, functional expenses, and cash flows for the years 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, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audit of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of management for the financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the 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 and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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.

Supplementary information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures. These additional procedures included comparing and reconciling such information



directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with US GAAS. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other reporting required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 10, 2025 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Grant Thornton LLP

Boston, Massachusetts
June 10, 2025

JSI Research and Training Institute, Inc. and Affiliates
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
September 30, 2024 and 2023

ASSETS	2024	2023
Current assets		
Cash and cash equivalents	\$ 175,627,874	\$ 198,258,786
Receivables for program work	64,413,792	79,831,673
Field advances - program	414,536	540,895
Employee advances	110,988	176,555
Inventory	58,157,411	51,056,340
Prepaid expenses and other current assets	15,310,164	18,430,741
Total current assets	314,034,765	348,294,990
Property and equipment, net	5,334,028	6,567,204
Goodwill, net	581,900	727,375
Right-of-use assets	35,959,137	41,961,185
Other assets	1,653,288	3,041,817
Total assets	<u>\$ 357,563,118</u>	<u>\$ 400,592,571</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued expenses	\$ 60,080,426	\$ 59,658,105
Accrued vacation	4,787,668	4,651,012
Lease liabilities	5,652,473	7,444,243
Advances for program work	133,604,024	176,180,268
Total current liabilities	204,124,591	247,933,628
Long-term lease liabilities	30,652,647	34,822,121
Total liabilities	234,777,238	282,755,749
Net assets		
Without donor restrictions	122,120,139	117,036,234
With donor restrictions	665,741	800,588
Total net assets	122,785,880	117,836,822
Total liabilities and net assets	<u>\$ 357,563,118</u>	<u>\$ 400,592,571</u>

The accompanying notes are an integral part of these consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliates

CONSOLIDATED STATEMENTS OF ACTIVITIES

Years ended September 30, 2024 and 2023

	<u>2024</u>	<u>2023</u>
Net assets without donor restrictions		
Support and revenue		
Public support		
Global Fund	\$ 400,393,311	\$ 415,379,336
Government grants and contracts		
U.S. Government	268,428,164	354,586,872
Commonwealth of Massachusetts	18,803,065	20,585,288
Other grants and contracts	99,280,182	105,338,023
Contributed net assets (see Note 3)	-	291,248
Program income	303,336	166,488
Contributions	50,422	181,469
Net assets released from restriction	184,802	24,497
In-kind project contributions	5,207,551	862,161
Other income	629,526	140,980
Interest income	<u>2,815,917</u>	<u>1,776,163</u>
Total support and revenue	796,096,276	899,332,525
Expenses		
Program services		
International programs	658,852,169	760,016,335
Domestic programs	<u>62,138,674</u>	<u>74,001,338</u>
Total program services	720,990,843	834,017,673
Supporting services		
Management and general	68,598,569	52,945,220
Fundraising	<u>-</u>	<u>21,731</u>
Total supporting services	68,598,569	52,966,951
Other expenses		
Income taxes	442,400	4,422,777
Unallowable costs	<u>980,559</u>	<u>1,219,515</u>
Total expenses	791,012,371	892,626,916
Change in net assets without donor restrictions	5,083,905	6,705,609
Net assets with donor restrictions		
Contributions, net of net asset releases of \$184,802 and 24,497, respectively	<u>(134,847)</u>	<u>49,921</u>
CHANGES IN NET ASSETS	4,949,058	6,755,530
Net assets at beginning of year	<u>117,836,822</u>	<u>111,081,292</u>
Net assets at end of year	<u>\$ 122,785,880</u>	<u>\$ 117,836,822</u>

The accompanying notes are an integral part of these consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliates

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year ended September 30, 2024

	Program Services			Supporting Services		
	International Programs	Domestic Programs	Total	Management and General	Fundraising	Total
Commodities	\$ 357,046,741	\$ -	\$ 357,046,741	\$ -	\$ -	\$ 357,046,741
Freight costs	37,610,562	-	37,610,562	-	-	37,610,562
Salaries	58,450,932	35,858,516	94,309,448	44,302,937	-	138,612,385
Consultants	8,640,591	1,614,791	10,255,382	2,453,195	-	12,708,577
Cooperating national salaries	53,059,098	-	53,059,098	1,128,469	-	54,187,567
Travel	19,979,182	1,276,149	21,255,331	1,744,553	-	22,999,884
Allowance and training	4,204,768	14,816	4,219,584	44,374	-	4,263,958
Subgrants	59,993,259	1,699,437	61,692,696	40,213	-	61,732,909
Subcontracts	12,798,630	17,426,987	30,225,617	156,140	-	30,381,757
Equipment, material and supplies	11,572,456	84,192	11,656,648	1,052,130	-	12,708,778
Other costs	27,904,504	4,142,326	32,046,830	15,377,595	-	47,424,425
Information technology	78,019	-	78,019	891,452	-	969,471
Quality assurance	66,607	-	66,607	-	-	66,607
Equipment over \$5,000	1,921,698	21,053	1,942,751	-	-	1,942,751
VAT	317,571	407	317,978	-	-	317,978
In-kind project expenses	5,207,551	-	5,207,551	-	-	5,207,551
Depreciation and amortization	-	-	-	1,407,511	-	1,407,511
Total expense	\$ 658,852,169	\$ 62,138,674	\$ 720,990,843	\$ 68,598,569	\$ -	\$ 789,589,412

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

	<u>Program Services</u>			<u>Supporting Services</u>		
	<u>International Programs</u>	<u>Domestic Programs</u>	<u>Total</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
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	34,488,777	2,509	126,955,353
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	873,822	-	1,035,320
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
Total expense	\$ 760,016,335	\$ 74,001,338	\$ 834,017,673	\$ 52,945,220	\$ 21,731	\$ 886,984,624

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

Years ended September 30, 2024 and 2023

Cash flows from operating activities:

Change in net assets	\$ 4,949,058	\$ 6,755,530
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,407,511	1,420,757
(Increase) decrease in operating assets:		
Receivables for program work	15,417,881	(16,248,188)
Field advances - program	126,359	(171,747)
Employee advances	65,567	54,735
Inventory	(7,101,071)	43,038,776
Prepaid expenses and other current assets	3,120,577	(10,049,422)
Right-of-use assets	6,002,048	4,326,258
Other assets	1,388,529	(1,892,358)
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	422,321	(17,336,680)
Accrued vacation	136,656	1,883,560
Advances for program work	(42,576,244)	55,147,460
Lease liabilities	(5,961,244)	(4,103,657)
	<u>(22,602,052)</u>	<u>62,825,024</u>

Cash flows from investing activities:

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	(28,860)	(1,846,608)
	<u>(28,860)</u>	<u>(210,558)</u>

Net cash used in operating activities

NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS

(22,630,912) 62,614,466

Cash and cash equivalents at beginning of year

198,258,786 135,644,320

Cash and cash equivalents at end of year

\$ 175,627,874 \$ 198,258,786

Supplemental cash flow information:

Cash paid during the year for income taxes	\$ -	\$ 936,475
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The accompanying notes are an integral part of these consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliates**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS****September 30, 2024 and 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. As of September 30, 2024, 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 Community Economics Corporation (“CEC”) and John Snow India Private Limited (“JSIPL”). 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 delivers 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.

Community Economics Corporation (CEC) is controlled by R&T and during fiscal year 2024 was engaged in providing information, consulting, and problem-solving services, advice and management. All of CEC’s revenue is received from related parties. As of September 30, 2024, CEC ceased operations and entered dormant status.

John Snow India Private Limited (JSIPL) is controlled by R&T 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.

R&T and its affiliates, excluding CEC and JSIPL, 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.

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2024 and 2023

As of the end of fiscal year 2023, in addition to being the sole member of The Partnership for Supply Chain Management, Inc. (“PFSCM”), InSupply Health Limited (“InSupply”), and the sole shareholder of Community Economics Corporation (“CEC”) and John Snow India Private Limited (“JSIPL”), R&T was also the sole shareholder of John Snow, Inc. (“JSI”) and 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. In addition, through September 30, 2022, JSI was a 40% shareholder of The Manoff Group, Inc. (“TMG”) which was reflected on the financials utilizing the equity method of accounting for investments. Effective October 1, 2022, JSI purchased the remaining shares of TMG’s stock. As a result, TMG’s fiscal year 2023 activity is included in the fiscal year 2023 consolidated financials. Effective October 1, 2023, TMG was merged into R&T and no longer exists as a separate legal entity.

John Snow, Inc. (“JSI”) was an international management-consulting firm organized on May 29, 1975, in the Commonwealth of Massachusetts. JSI provided research and consulting services to public health programs, health care and service sectors. Its mission was to work with clients to improve the quality of their operations. Funding was principally with the United States Agency for International Development. Effective October 1, 2023, JSI was merged into R&T and no longer exists as a separate legal entity.

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 provided professional assistance in the design and implementation of non-formal adult education programs. These programs integrated 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.

The Manoff Group, Inc. (“TMG”) was incorporated December 1, 1988 in the Commonwealth of Massachusetts. TMG provided 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.

In fiscal year 2023, R&T and its affiliates, excluding JSI, CEC, JSIPL, and TMG, were 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

In fiscal year 2024, the consolidated financial statements include the accounts of R&T, InSupply, CEC, JSIPL, and PFSCM, (collectively referred to as the “Organization”). All intercompany balances and transactions have been eliminated in consolidation.

In fiscal year 2023, 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.

JSI Research and Training Institute, Inc. and Affiliates**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED****September 30, 2024 and 2023*****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 \$14,486,457 and \$17,294,403 at September 30, 2024 and 2023, respectively.

Inventory

Inventory consists of in-transit commodities purchased for use in program services. Inventory is valued at the lower of cost or net realizable value.

Property and Equipment

Property and equipment owned by the organization are reported on the basis of cost less accumulated depreciation. Acquisitions of property and equipment in excess of \$5,000 are capitalized. Depreciation is computed using the straight-line method calculated to extinguish the book value of the respective assets over their estimated useful lives (5 - 27.5 years) of the related assets. Property and equipment purchased with grant funds where ownership rests with the donor is expensed at the time of purchase and is returned to the donor or disposed of in accordance with the terms of the grant and/or donor permissions at the conclusion of the grant period.

Revenue Recognition**Grants and Contracts**

The majority of the Organization's revenues are derived from contracts, cooperative agreements, and grants with The Global Fund to Fight AIDS Tuberculosis and Malaria (the Global Fund), and U.S. government agencies, primarily United States Agency for International Development 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

JSI Research and Training Institute, Inc. and Affiliates**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED****September 30, 2024 and 2023**

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, 2024 and 2023, the Organization had \$352,769,212 and \$397,101,328, respectively, 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, 2024 and 2023, included in advances for program work is \$77,977,551 and \$99,852,811, respectively, 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 as of September 30, 2024 and 2023, is \$55,626,473 and \$76,327,458, respectively, of non-exchange grant funding received in advance of revenue being earned.

Donated Materials and Services

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

Income Taxes

R&T and PFSCM are exempt from income taxes under Section 501(c)(3) of the IRC (as was WEI) and are not private foundations as described in Section 509. 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 is not subject to US taxation.

JSI, CEC, and TMG were corporations that were subject to Federal, state, and other jurisdiction income taxes. 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 Research and Training Institute, Inc. and Affiliates**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED****September 30, 2024 and 2023**

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 2024 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 reported at their face amounts less an allowance for credit losses. The Organization evaluates its accounts receivable and establishes the allowance for credit losses based on a combination of specific funder circumstances and credit conditions and based on a history of write-offs and collections. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance for credit losses. The allowance for credit losses at September 30, 2024 and 2023 was \$0 and \$0, respectively. Included in receivables for program work is \$56,059,350 and \$71,073,501 of amounts billed and \$8,354,442 and \$8,758,172 of amounts unbilled at September 30, 2024 and 2023, respectively.

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.

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2024 and 2023

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 2024 and 2023.

Leases

Operating lease right-of-use assets ("ROU") and lease liabilities are recognized at the lease commencement date based on the present value of the lease payments using the implicit rate when readily determinable. If the lease does not provide an implicit rate, the Organization uses the risk-free discount rate over the lease term. ROU assets also include adjustments related to lease payments made and lease incentives received at or before the commencement date. The ROU assets are included in other assets, net of accumulated amortization and lease incentives and the related ROU liabilities are included in ROU liabilities in the consolidated statement of financial position. Operating lease expense is recognized on a straight-line basis over the lease term within the appropriate functional category in the statement of activities. Lease terms may include options to extend or terminate the lease when it is reasonably certain the Organization will exercise the option.

Finance lease ROU assets (if any) are included in property, plant, and equipment, net of accumulated amortization and lease incentives, and the related ROU liabilities are included in ROU liabilities, in the consolidated statement of financial position.

The Organization has elected to account for lease and non-lease components as a single component. In addition, the Organization has elected to establish a short-term lease exception policy, permitting the Organization to not apply the recognition requirements to short-term leases (i.e., lease with terms of twelve months or less).

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	<u>(785,903)</u>
	<u>\$ 1,700,000</u>

JSI Research and Training Institute, Inc. and Affiliates
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2024 and 2023

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

Amortization expense on goodwill was \$145,475 during fiscal year 2024.

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 of 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 2023 consolidated 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:

	<u>2024</u>	<u>2023</u>
Furniture and equipment	\$ 4,321,686	\$ 4,427,328
Leasehold improvements	<u>13,504,917</u>	<u>13,504,917</u>
 Gross property and equipment	 17,826,603	 17,932,245
 Less: accumulated depreciation	 <u>(12,492,575)</u>	 <u>(11,365,041)</u>
 Property and equipment, net	 <u>\$ 5,334,028</u>	 <u>\$ 6,567,204</u>

Depreciation expense was \$1,262,036 and \$1,420,757 for the year ended September 30, 2024 and 2023, respectively.

JSI Research and Training Institute, Inc. and Affiliates**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED****September 30, 2024 and 2023****NOTE 7 - ADVANCES FOR PROGRAM WORK**

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

	2024	2023
Bill and Melinda Gates Foundation	\$ 25,578,360	\$ 32,455,067
Various donors	51,304,227	63,557,232
Global Fund	56,721,437	79,602,223
Doris Duke Charitable Foundation	-	565,746
	\$ 133,604,024	\$ 176,180,268

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.

R&T (JSI prior to October 1, 2023) 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, 2024 and 2023 was 7.25% and 7.39%, respectively. 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, 2024 and 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, 2024 and 2023, actual indirect cost rates have been approved by USAID for JSI Research and Training Institute, Inc. and JSI through December 31, 2021 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, 2024 and 2023****NOTE 10 - NET ASSETS**

Donor restricted net assets as of September 30, 2024 and 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, 2024 and 2023, is common stock of CEC totaling \$2,050 and \$2,050, respectively.

Included in net asset without donor restrictions as of September 30, 2024 and 2023 is common stock of TMG totaling \$0 and \$43,875, respectively.

As of September 30, 2023, JSI had 875 shares of \$1 par value common stock authorized, issued and outstanding.

As of September 30, 2024 and 2023, JSIPL has 1,000 and 1,000 shares, respectively, 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 are automatically enrolled at 2% either at the time of hire, or annually in July, but may elect to opt out of contributing to the plan. Pension expense was \$7,054,218 and \$4,948,085 for the year ended September 30, 2024 and 2023, respectively.

WEI had a defined contribution tax sheltered annuity plan covering substantially all of its employees. WEI contributed 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 had a defined contribution profit sharing/401(k) plan covering substantially all its employees. Employee contributions were voluntary. As of July 1, 2018, JSI contributed an amount equal to 7% of the employee's monthly earnings, funded with each month's payroll. In addition, employees received a 100% match on the first 2% of contributions made to their retirement account. Employees were automatically enrolled at 2% either at the time of hire, or annually in July, but may elect to opt out of contributing to the plan. 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 are automatically enrolled at 2% either at the time of hire, or annually in July, but may elect to opt out of contributing to the plan. Pension expense was \$634,091 and \$236,643 for the year ended September 30, 2024 and 2023, respectively.

TMG had a 401(k) Retirement Plan for its employees who met required eligibility requirements. The Plan allowed 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 provided 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, 2024 and 2023

NOTE 12 - COMMITMENTS

Operating Leases

R&T leases space for general offices under operating leases expiring from 2024 through 2030. The leases contain renewal options for periods of up to five years.

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.

Prior to the merger, JSI leased space for general offices under operating leases expiring at various dates through 2030. The leases contain renewal options for five to ten-year periods. These leases were novated to R&T.

WEI, prior to its merger into R&T, leased space for general offices on a year-to-year basis.

During the year ended September 30, 2024, operating lease costs and lease costs under short-term leases were \$7,530,925 and \$0, respectively. 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, 2024 are:

2025	\$ 6,076,762
2026	5,686,104
2027	6,856,692
2028	6,937,426
2029	7,091,003
Thereafter	<u>4,649,965</u>
	<u>\$ 37,297,952</u>

Supplemental information related to operating leases as of September 30, 2024 and 2023, consists of the following:

	<u>2024</u>	<u>2023</u>
ROU assets	\$ 41,961,185	\$ 49,468,669
Accumulated amortization	<u>(6,002,048)</u>	<u>(7,507,484)</u>
ROU assets, net	<u>\$ 35,959,137</u>	<u>\$ 41,961,185</u>
ROU liabilities, current	\$ 5,652,473	\$ 7,444,243
ROU liabilities, non-current	<u>30,652,647</u>	<u>34,822,121</u>
ROU liabilities	<u>\$ 36,305,120</u>	<u>\$ 42,266,364</u>

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2024 and 2023

The following summarizes cash flow and supplemental noncash information related to the Organization's leases for the year ended September 30, 2024 and 2023:

	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 7,695,649	\$ 8,542,737
ROU assets obtained in exchange for new lease liabilities	954,169	1,141,435

Supplemental information related to leases as of September 30, 2024 and 2023, consist of the following:

	2024	2023
Weighted-average remaining lease term (in months)	65	77
Weighted-average discount rate	1.82%	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, 2024 and 2023:

	2024		2023	
	Revenue	% of Total Income	Revenue	% of Total Income
The Global Fund (PfSCM)	\$ 400,393,311	51%	\$ 415,379,336	45%
U.S. Agency for International Development (R&T for FY24; R&T, JSI and WEI for FY23)	\$ 230,953,857	29%	\$ 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.

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

September 30, 2024 and 2023

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

	<u>2024</u>	<u>2023</u>
Cash and cash equivalents	\$ 175,627,874	\$ 198,258,786
Receivables for program work	64,413,792	79,831,673
	<u>240,041,666</u>	<u>278,090,459</u>
Total financial assets available within one year		
Less: donor restricted assets	<u>(665,741)</u>	<u>(800,588)</u>
Total financial assets available to management for general expenditures within one year	<u>\$ 239,375,925</u>	<u>\$ 277,289,871</u>

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

NOTE 15 - SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through June 10, 2025, the date on which the consolidated financial statements were available to be issued.

During the year ended September 30, 2024, the Organization received approximately 34% of its funding from various U.S. government agencies, including USAID which represented 29% of total revenues for this period. In January 2025, the U.S. government paused almost all foreign aid programs and initiated a 90-day review period to assess alignment of programs with current administration policy. Upon completion of this review the vast majority of USAID contracts were cancelled. Given these circumstances, in February 2025 management implemented cost reduction measures including a substantial reduction in force. Given these measures and the Organization's available cash and cash equivalents, management believes that the Organization has sufficient liquidity to meet its liabilities for at least one year from the date of the issuance of these financial statements.

SUPPLEMENTARY INFORMATION

JSI Research and Training Institute, Inc.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2024

Federal Grantor/Program Title/Pass-Through Grantor/Program	Pass-Through or Direct	Pass-Through Number	Federal Assistance Listing #	Federal Expenditures	Total Subcontract Expenses
U.S. Department of Agriculture					
Gus Schumacher Nutrition Incentive Program					
Springfield Community SCG Health Script	Pass-through grant	agreement @ 1.26.2023	10.331	\$ 5,943	\$ -
WIC Special Supplemental Nutrition Program For Women, Infants, and Children					
The Opportunity Alliance TOC WIC	Pass-through grant	TOA103124	10.557	36,116	-
SNAP Cluster					
NY Dept of Health NYDOH NYS PANCE	Pass-through grant	DOH01-C36068GG-3450000	10.561	380,874	136,973
Food for Education					
World Food Program WFP/USDA/NEPAL/FFE3 62479	Pass-through grant	Not available	10.608	386,034	172,876
World Food Program WFP/USDA/Nepal/FFE-4	Pass-through grant	Not available	10.608	42,341	13,660
Subtotal AL#10.608				428,375	186,536
USDA					
World Food Program WFP/USDA/CAM/MGD FFE	Pass-through grant	Not available	10.U57	480,519	-
Subtotal U.S. Department of Agriculture				1,331,827	323,509
U.S. Department of Justice					
Treatment Court Discretionary Grant Program					
NH Department of Justice NH DOJ DCATT 2.0	Pass-through grant	15PBJA-21-GG-04133-DGCT	16.585	63,691	-
NH Department of Justice NH DOJ DCATT 2.0	Pass-through grant	15PBJA-21-GG-04133-DGCT	16.585	70,980	-
Subtotal AL#16.585				134,671	-
Comprehensive Opioid, Stimulant, and other Substances Use Program					
County of Cumberland Pathways for ME	Pass-through grant	15PBJA-23-GG-02392-COAP	16.585	22,033	-
NH Department of Justice NH DOJ COSSAP	Pass-through grant	2024COSSAP10	16.585	6,149	-
Subtotal AL#16.585				28,182	-
Subtotal U.S. Department of Justice				162,853	-
U.S. Department of Labor					
U.S. Department of Labor International Labor Programs	Direct grant	N/A - Direct grant	17.401	296,775	40,976
Subtotal U.S. Department of Labor				296,775	40,976
U.S. Department of State					
Weapons Removal and Abatement					
U.S. DEPARTMENT OF STATE DOS/LAOS/WVMF 62458	Direct grant	N/A - Direct grant	19.800	53,098	-
U.S. DEPARTMENT OF STATE DOS/LAOS/LAWANO EOR 62473	Direct grant	N/A - Direct grant	19.800	450,036	-
U.S. DEPARTMENT OF STATE DOS/LAOS/IUS MED FUND UXO	Direct grant	N/A - Direct grant	19.800	9,459	-
Subtotal United States Department of State				512,593	-
U.S. Department of transportation					
Highway Safety Cluster					
RI Department of Labor National Priority Safety Programs	Direct grant	N/A - Direct grant	20.616	10,997	-
Subtotal U.S. Department of transportation				10,997	-
U.S. Department of the Treasury					
COVID-19 - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS					
ECONOMIC DEV & INDUS CORP BOSTON OWD PHASE III	Pass-through grant	Not available	21.027	1,860	-
City of Denver CODENVER AIJAN Healing COV	Pass-through grant	HRCRS-202366493-00	21.027	8,933	-
ECONOMIC DEV & INDUS CORP EDIC / OWD PHASE II 61305	Pass-through grant	0504500601	21.027	49,289	6,098
Subtotal U.S. Department of the Treasury				60,082	6,098
State and Tribal Indoor Radon Grants					
NH DHHS NH DHHS PHPS FY24	Pass-through grant	agreement @ 12.6.2021	66.032	56,580	-
				56,580	-
Performance Partnership Grants					
NH DHHS NH DHHS PHPS FY24	Pass-through grant	agreement @ 12.6.2021	66.605	10,261	-
NH DHHS NH DHHS PHPS FY25	Pass-through grant	agreement @ 12.6.2021	66.605	2,967	-
				13,218	-
Environmental Justice Thriving Communities Grantmaking Program (EJ TCGM)					
US EPA EPA MAP EJ Grants	Direct grant	N/A - direct grant	66.615	578,516	-
Subtotal Environmental Protection Agency				648,314	-
U.S. Department of Education					
Adult Education - Basic Grants to States					
DPTMNTS OF EDU-NEW ENGLND NELRC CT FY25	Pass-through grant	Not available	84.002A	3,630	-
DPTMNTS OF EDU-NEW ENGLND NELRC-CT	Pass-through grant	Not available	84.002A	8,663	-
Subtotal AL#84.002A				12,293	-
Education Research, Development and Dissemination					
AMER INST FOR RESEARCH AIR/IES/NETWRK LEAD 61276	Pass-through grant	524040002	84.305N	70,447	-
AMER INST FOR RESEARCH AIR/IES/TSTM 61280	Pass-through grant	520500001	84.305N	269,263	131,250
WESTED WESTED/DOE/IES/NRCY 61278	Pass-through grant	S-00018580	84.305N	3,938	-
Subtotal AL#84.305				343,648	131,250
COVID-19 - Education Stabilization Fund					
Hampton University HMPTN UNIV - VA Workforce	Pass-through grant	Not available	84.425	93,179	-
				93,179	-
AMER INST FOR RESEARCH					
AIR-IET/OCTAE/NCTN 61296	Pass-through grant	GS00F347CA/BPS#91990020a0014	84.U03	250,753	-
JOBS FOR THE FUTURE, INC. JFF/OCTAE/DIGTL LIT 61273	Pass-through grant	Not available	84.U11	332,603	-
MATHEMATICA INC. MATHEMATICA/NCTN 61282	Pass-through grant	Not available	84.U14	6,776	-
RTI International RTI/OCTAE-EARN/NCTN 61272	Pass-through grant	Not available	84.U19	93,728	-
RTI International RTI/OE/IET/NCTN 61297	Pass-through grant	898-17-20-06	84.U20	36,556	-
RTI International EARN-2_RTI/ET-DOE/OCTAE	Pass-through grant	16-312-0217730-67940L	84.U36	14,117	-
JOBS FOR THE FUTURE, INC. DRAW2_JFF-OCTAE_FY25-27	Pass-through grant	21-237	84.U37	12,780	-
Subtotal US Department of Education				1,196,433	131,250
U.S. Department of Health and Human Services					
Public Health Emergency Preparedness					
Cambridge Health Alliance CHA BPS REG 4AB	Pass-through grant	agreement @ 1.25.2024	93.069	106,102	-
NH DHHS NH DHHS PHPS FY24	Pass-through grant	agreement @ 12.6.2021	93.069	70,800	-
NH DHHS NH DHHS PHPS FY25	Pass-through grant	agreement @ 12.6.2021	93.069	31,010	-
				207,912	-
Environmental Public Health and Emergency Response					
MA Dept. of Public Health MDPH Asthma	Pass-through grant	RFR 500224	93.070	15,237	-
NH DHHS NH DHHS PHPS FY24	Pass-through grant	agreement @ 12.6.2021	93.070	4,121	-
NH DHHS NH DHHS PHPS FY25	Pass-through grant	agreement @ 12.6.2021	93.070	843	-
				20,201	-

The accompanying notes are an integral part of this schedule.

JSI Research and Training Institute, Inc.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2024

Federal Grantor/Program Title/Pass-Through Grantor/Program	Pass-Through or Direct	Pass-Through Number	Federal Assistance Listing #	Federal Expenditures	Total Subcontract Expenses
Birth Defects and Developmental Disabilities - Prevention and Surveillance					
FASD United Inc	Pass-through grant	agreement @ 12/6/22	93.073	\$ 45,150	\$ -
Advancing System Improvements for Key Issues in Women's Health					
DHHS	Direct grant	N/A - Direct grant	93.088	2,563,400	680,830
Maternal and Child Health Federal Consolidated Programs					
Maine Medical Association	Pass-through grant	agreement @ 6.25.24	93.110	37,114	20,000
Wyoming Dept of Health	Pass-through grant	235066	93.110	146,657	-
				183,771	20,000
Technical and Non-Financial Assistance to Health Centers					
HRSA	Direct grant	N/A - Direct grant	93.129	627,208	179,595
Association of Clinicians	Pass-through grant	U30CS26934	93.129	18,995	-
Comm Hlth Ctr CT	Pass-through grant	6 USCS306842	93.129	2,415	-
National A of Comm Health	Pass-through grant	331-03-399-19	93.129	21,747	-
National A of Comm Health	Pass-through grant	agreement @ 5.1.24	93.129	22,615	-
				692,980	179,595
Cooperative Agreements to States/Territories for the Coordination and Development of Primary Care Offices					
NH DHHS	Pass-through grant	RFA-2022-DPHS-11-HEALT	93.130	18,798	-
RI Dept. of Health	Pass-through grant	7607611	93.130	47,496	-
State of Delaware	Pass-through grant	#25-101	93.130	12,508	-
State of Delaware	Pass-through grant	24-322	93.130	33,029	-
State of Maine	Pass-through grant	Not available	93.130	43,643	-
Wyoming Dept of Health	Pass-through grant	239090	93.130	23,307	-
Wyoming Dept of Health	Pass-through grant	ORH-0212-D	93.130	44,769	-
				223,550	-
Injury Prevention and Control Research and State and Community Based Programs					
RI Dept. of Health	Pass-through grant	7607811	93.136	99,844	-
HIV-Related Training and Technical Assistance					
HRSA HIV/AIDS BUREAU	Direct grant	N/A - Direct grant	93.145	176,393	25,000
HRSA HIV/AIDS BUREAU	Direct grant	N/A - Direct grant	93.145	1,949,892	418,589
HRSA HIV/AIDS BUREAU	Direct grant	N/A - Direct grant	93.145	80	-
HRSA HIV/AIDS BUREAU	Direct grant	N/A - Direct grant	93.145	477,735	604
HRSA HIV/AIDS BUREAU	Direct grant	N/A - Direct grant	93.145	135,278	-
HRSA HIV/AIDS BUREAU	Direct grant	N/A - Direct grant	93.145	367,154	30,000
National Alliance of Stat	Pass-through grant	2020-CO-326401-657	93.145	328	-
National Minority AIDS Co	Pass-through grant	U69HA39335	93.145	24,147	-
				3,130,007	474,193
Undergraduate Scholarship Program for Individuals from Disadvantaged Backgrounds					
University of MA	Direct grant	N/A - Direct grant	93.187	23,647	-
Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children					
NH DHHS	Pass-through grant	agreement @ 12.6.2021	93.197	11,654	-
NH DHHS	Pass-through grant	agreement @ 12.6.2021	93.197	3,604	-
				15,258	-
Telehealth Programs					
HRSA	Direct grant	N/A - Direct grant	93.211	478,253	10,000
Family Planning Services					
NY Dept of Health	Pass-through grant	C37768GG	93.217	73,272	-
NY Dept of Health	Pass-through grant	C37872GG	93.217	9	-
NY Dept of Health	Pass-through grant	C37872GG	93.217	642,558	46,038
				715,839	46,038
Substance Abuse and Mental Health Services Projects of Regional and National Significance					
Blackstone Valley Prevent.	Pass-through grant	agreement @ 10.11.2022	93.243	3,966	-
East Bay Regional	Pass-through grant	Not available	93.243	6,512	-
Kent County Prevention	Pass-through grant	agreement @ 11.1.2022	93.243	1,790	-
Newport County Prevention	Pass-through grant	agreement @ 11.1.2022	93.243	2,902	-
RI Dept of Bev Hlthcr Dev	Pass-through grant	3629405	93.243	(454)	-
RICARES	Pass-through grant	Agreement@3.4.21	93.243	2,968	-
South County Prevention	Pass-through grant	agreement @ 11.1.2022	93.243	2,704	-
The Opportunity Alliance	Pass-through grant	agreement @ 1.25.2023	93.243	14,938	-
The Opportunity Alliance	Pass-through grant	agreement @ 3.29.2024	93.243	23,800	-
Tri-County Community	Pass-through grant	agreement @ 10/11/2022	93.243	3,906	-
Whittier Street Health Ctr.	Pass-through grant	Agreement@11.4.21	93.243	8,124	-
				71,156	-
Family Planning Personnel Training					
DHHS	Direct grant	N/A - direct grant	93.260	4,560,223	130,000
Immunization Cooperative Agreements					
NH DHHS	Pass-through grant	agreement @ 12.6.2021	93.268	94,720	20,907
NH DHHS	Pass-through grant	agreement @ 12.6.2021	93.268	13,810	10,885
				108,530	31,792
Viral Hepatitis Prevention and Control					
NH DHHS	Pass-through grant	agreement @ 12.6.2021	93.270	96,447	-
NH DHHS	Pass-through grant	agreement @ 12.6.2021	93.270	40,530	-
				136,977	-
Teenage Pregnancy Prevention Program					
DHHS	Direct grant	N/A - Direct grant	93.297	1,557,116	107,000
Protecting and Improving Health Globally: Building and Strengthening Public Health Impact, Systems, Capacity and Security					
Center for Disease	Direct grant	N/A - Direct grant	93.318	922,036	-
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)					
NH DHHS	Pass-through grant	agreement @ 12.6.2021	93.323	10,708	-
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response					
NH DHHS	Pass-through grant	05-95-90-902010-45270000	93.354	22,442	13,872
NH DHHS	Pass-through grant	agreement @ 12.6.2021	93.354	126,347	-
NH DHHS	Pass-through grant	agreement @ 12.6.2021	93.354	1,157	-
				149,946	13,872
State Actions to Improve Oral Health Outcomes and Partner Actions to Improve Oral Health Outcomes					
NH DHHS	Pass-through grant	05-95-90-902010-45270000	93.366	241,969	127,476
NH DHHS	Pass-through grant	Agreement@4.5.21	93.366	72,073	51,244
				314,042	178,720
National and State Tobacco Control Program					
NH DHHS	Pass-through grant	Agreement@11.5.20	93.387	548,461	79,650
NH Dept of Health	Pass-through grant	RFP-2022DPHS-13-MASSM-01	93.387	183,565	22,000
				732,026	101,650
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises					
Health Research Inc	Pass-through grant	7725-01	93.391	34,792	10,500
NH DHHS	Pass-through grant	90577170	93.391	235,336	86,867
NH DHHS	Pass-through grant	agreement @ 12.6.2021	93.391	158,428	20,000
				428,556	117,367

The accompanying notes are an integral part of this schedule.

JSI Research and Training Institute, Inc.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2024

Federal Grantor/Program Title/Pass-Through Grantor/Program	Pass-Through or Direct	Pass-Through Number	Federal Assistance Listing #	Federal Expenditures	Total Subcontract Expenses
The National Cardiovascular Health Program					
MA Dept. of Public Health	Pass-through grant	SPR61	93.426	\$ 83	\$ -
NH DHHS	Pass-through grant	Agreement@4.5.21	93.426	340,145	-
				340,228	-
Well-integrated Screening and Evaluation for Women Across the Nation (Wisewoman)					
NH DHHS	Pass-through grant	Agreement@4.5.21	93.436	29,927	-
Congressional Directives					
Santa Clara County	Pass-through grant	4400008718	93.493	99,343	-
Community Health Workers for Public Health Response and Resilient					
State of Washington Dept	Pass-through grant	PRV26723	93.495	4,727	-
State of Washington Dept	Pass-through grant	PRV28357-0	93.495	2,229,452	353,987
University of MA	Pass-through grant	010176-00001	93.495	123,795	-
				2,357,974	353,987
Mental and Behavioral Health Education and Training Grants					
University of NH	Pass-through grant	T26HP39462	93.732	27,339	-
Medicaid Cluster/Medical Assistance Program					
Colorado HCPF	Pass-through grant	20-140823OL4	93.778	571,723	343,361
Opioid STR					
MA Dept. of Public Health	Pass-through grant	MA BSAS OTP TTA			
		INTF2331M78235228002	93.788	351,872	-
Capacity Building Assistance (CBA) for High-Impact HIV Prevention					
CICATELLI ASSOCIATES, INC	Pass-through grant	CDC HIP Training			
		Not available	93.834	14,281	-
National Bioterrorism Hospital Preparedness Program					
NH DHHS	Pass-through grant	NH DHHS PHPS FY24	93.889	73,906	-
NH DHHS	Pass-through grant	NH DHHS PHPS FY25	93.889	12,841	-
				86,747	-
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations					
NH DHHS	Pass-through grant	SORH Chronic Conditions			
		Agreement@4.5.21	93.898	41,221	-
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement					
Maine Primary Care Assoc.	Pass-through grant	MEPCA WIN			
Rural Health Redesign Center	Pass-through grant	RHRC ME HEAL			
		agreement @ 2.2.2024	93.912	17,221	-
		agreement @ 7.13.2023	93.912	20,175	-
				37,396	-
HIV Emergency Relief Project Grants					
Boston Public Hlth Com.	Pass-through grant	BPHC RWHAP Site Visits			
		Agreement@4.5.21	93.914	137,522	-
HIV Care Formula Grants					
MA Dept. of Public Health	Pass-through grant	Policy Dev Eval QI			
MA Dept. of Public Health	Pass-through grant	MDPH HIV EHR Review			
MA Dept. of Public Health	Pass-through grant	FY 17 HIV QA			
RI Exec Office of Health	Pass-through grant	RI-HIV TTA Consult 14069			
		CAPACITYBLD500824M04	93.917	1,395,897	92,893
		INTF5280H23PRF760004	93.917	226,010	-
		PRF61	93.917	181	-
		3763333	93.917	149,954	-
				1,772,042	92,893
Special Projects of National Significance					
Boston University					
HRSA HIV/AIDS BUREAU	Pass-through grant	BU SURE Housing EP	93.928	381,028	-
HRSA HIV/AIDS BUREAU	Direct grant	Linking Eligibility RWHAP	93.928	53,366	-
HRSA HIV/AIDS BUREAU	Direct grant	HRSAtelehealthHIV	93.928	218	-
HRSA HIV/AIDS BUREAU	Direct grant	HRSAtelehealthHIV	93.928	1,733,040	918,548
HRSA HIV/AIDS BUREAU	Direct grant	HRSAtelehealthHIV	93.928	164,296	-
HRSA HIV/AIDS BUREAU	Direct grant	HRSA Status Neutral ETAP	93.928	343,922	-
				2,675,870	918,548
HIV Prevention Activities_Health Department Based					
NH DHHS	Pass-through grant	NH DHHS PHPS FY24	93.940	125,520	-
NH DHHS	Pass-through grant	NH DHHS PHPS FY25	93.940	16,968	-
		agreement @ 12.6.2021			
		agreement @ 12.6.2021			
				142,488	-
Assistance Programs for Chronic Disease Prevention and Control					
NH DHHS	Pass-through grant	Oral Health Promo			
NH DHHS	Pass-through grant	SORH Chronic Conditions			
		05-95-90-902010-45270000	93.945	135,023	110,000
		Agreement@4.5.21	93.945	191,353	132,000
				326,376	242,000
Block Grants for Prevention and Treatment of Substance Abuse					
Colorado DPH	Pass-through grant	CODPH SBIRT-SBHC QI			
County of Cumberland	Pass-through grant	Cumberland MHYS Data			
MA Dept. of Public Health	Pass-through grant	BSAS Consumer Feedback			
MA Dept. of Public Health	Pass-through grant	MDPH BSAS Strategic FY22			
MA Dept. of Public Health	Pass-through grant	MDPH BSAS Grants Mngment			
NH DHHS	Pass-through grant	NH SAP Network			
RI Dept of Bev Hlthcr Dev	Pass-through grant	RIPRC			
RI Dept of Bev Hlthcr Dev	Pass-through grant	RIPRC			
		2023*0793	93.959	(6,414)	-
		agreement @ 5/21/24	93.959	15,328	-
		INTF2400H78241733578	93.959	28,584	-
		PRF61	93.959	15,654	-
		SPRF61	93.959	557	-
		05959292051033820000	93.959	2,413,105	1,859,551
		3534294	93.959	45,986	-
		3534294	93.959	198,768	-
		3534294	93.959	2,711,568	1,859,551
Centers For Disease Control and Prevention Collaboration with Academia to Strengthen Public Health					
NH DHHS	Pass-through grant	NH DHHS PHPS FY24	93.967	9,210	-
NH DHHS	Pass-through grant	NH DHHS PHPS FY25	93.967	77,844	-
		agreement @ 12.6.2021			
		agreement @ 12.6.2021			
				87,054	-
Sexually Transmitted Diseases (STD) Prevention and Control Grants					
MA Dept. of Public Health	Pass-through grant	MDPH Ratable			
Santa Clara County	Pass-through grant	SCC GTZ Stigma Research			
CDC	Direct grant	CDC STOP STDS			
		PRF61	93.977	113	-
		4400008656	93.977	62,493	-
		N/A - Direct grant	93.977	200,479	-
				263,085	-
Cooperative Agreements for Diabetes Control Programs					
NH DHHS	Pass-through grant	SORH Chronic Conditions			
State of Maine	Pass-through grant	ME Rethink Diabetes Y4			
		Agreement@4.5.21	93.988	16,687	-
		CD0-24-4544	93.988	7,026	-
				23,713	-
Maternal and Child Health Services Block Grant to the States					
RI Dept. of Health	Pass-through grant	RI EPI FY21-26	93.994	160,695	-
University of NH	Pass-through grant	SHApI	93.994	23,794	-
		7607811			
		Subaward L0032			
				184,489	-
HRSA BPHC	Pass-through grant	Uniform Data System (UDS) Training and Technical Assistance	93.U01	2,505,617	799,918
HRSA BPHC	Pass-through grant	BPHC3 C 3125 Health Center Workforce Survey Evaluation and Technical Assistance	93.U02	757,392	90,247
HRSA BPHC	Pass-through grant	Technical Assistance and Training of Uniform Data Systems for Health Centers (UDS)	93.U03	1,772	-
HRSA HIV/AIDS BUREAU	Pass-through grant	AIDS Education Training Centers (AETC) Evaluation Implementation Contract.	93.U04	529,303	-
		HRSA RWHAP Best Practices Completion of			
HRSA HIV/AIDS BUREAU	Pass-through grant	Innovative Intervention Strategies	93.U05	550,080	78,652
HRSA BPHC	Pass-through grant	Workforce Well-being Initiative	93.U06	1,525,544	947,227
		75R60219D00036 / 75R60223F34001			
		75R60219D00036 / 75R60223F34002			
Subtotal Department of Health and Human Services				35,542,094	7,817,441
Department of Homeland Security					
Boating Safety Financial Assistance					
U.S. Coast Guard	Direct grant	UCG Life Jacket Study			
		N/A - Direct grant	97.012	254,366	-

The accompanying notes are an integral part of this schedule.

JSI Research and Training Institute, Inc.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2024

Federal Grantor/Program Title/Pass-Through Grantor/Program	Pass-Through or Direct	Pass-Through Number	Federal Assistance Listing #	Federal Expenditures	Total Subcontract Expenses	
USAID Foreign Assistance for Programs Overseas						
USAID/Uganda	UGANDA RHITES Lango 13759	Direct grant	N/A - Direct grant	98.001	\$ 538	\$ -
USAID/Uganda	Uganda USAID/PUMRA 14070	Direct grant	N/A - Direct grant	98.001	8,800,854	2,142,209
USAID/Zambia	Zambia SAFE 13690	Direct grant	N/A - Direct grant	98.001	1,064,862	-
USAID	USAID Asia Resilient Citi	Direct grant	N/A - Direct grant	98.001	3,360,479	1,064,705
USAID	USAID Ethiopia	Direct grant	N/A - Direct grant	98.001	9,987,963	1,978,278
USAID	USAID Adv Nutrition Hondu	Direct grant	N/A - Direct grant	98.001	1,506,454	-
USAID	USAID/LAOS/OKARD 62427	Direct grant	N/A - Direct grant	98.001	3,762,174	1,481,876
USAID	USAID/SAINT LUCIA 63173	Direct grant	N/A - Direct grant	98.001	2,715	-
USAID	USAID/MALI/BAANI 63177	Direct grant	N/A - Direct grant	98.001	32,780	(632)
USAID	USAID /MOZ/SABER 63181	Direct grant	N/A - Direct grant	98.001	15,976,597	3,087,744
USAID	USAID/MALAWI/ APA 64119	Direct grant	N/A - Direct grant	98.001	6,627,376	2,523,652
USAID	BHA Capacity Bldng 24-26	Direct grant	N/A - Direct grant	98.001	72,807	-
USAID	USAID Kyrgyz Cure TB2 Act	Direct grant	N/A - Direct grant	98.001	35,540	-
USAID	USAID/UGANDA/TLC	Direct grant	N/A - Direct grant	98.001	12,744	-
USAID	EGYPT SEFPP 13747	Direct grant	N/A - Direct grant	98.001	6,739,759	248,406
USAID	Yemen SHARP 13910	Direct grant	N/A - Direct grant	98.001	5,909	-
USAID	Digital Hlth Actvy 13914	Direct grant	N/A - Direct grant	98.001	9,296,649	789,004
USAID	USAID Yemen SHA 14639	Direct grant	N/A - Direct grant	98.001	7,537,379	1,769,395
USAID	UGANDA STAR-EC	Direct grant	N/A - Direct grant	98.001	(23,780)	-
USAID	MOZAMBIQUE M-SIP	Direct grant	N/A - Direct grant	98.001	(4,747)	-
USAID	Zambia/USAID/DiscoverHealth	Direct grant	N/A - Direct grant	98.001	14,350,765	54,971
USAID	Ghana HIV/AIDS	Direct grant	N/A - Direct grant	98.001	4,739,324	1,063,530
USAID	Pakistan IHSS-SD	Direct grant	N/A - Direct grant	98.001	9,544,729	1,580,914
USAID	USAID Adv Nutrition	Direct grant	N/A - Direct grant	98.001	7,943,502	3,027,201
USAID	Partnerships Plus	Direct grant	N/A - Direct grant	98.001	8,227,860	8,172,199
USAID	Kyrgyz Cure Tuberculosis	Direct grant	N/A - Direct grant	98.001	3,709,708	1,379,374
USAID	TIFA TB	Direct grant	N/A - Direct grant	98.001	13,549,014	9,403,964
USAID	MRITE	Direct grant	N/A - Direct grant	98.001	28,867,219	8,872,173
USAID	CHISU	Direct grant	N/A - Direct grant	98.001	33,333,175	7,469,809
USAID	USAID/Laos MCH-N Activity	Direct grant	N/A - Direct grant	98.001	7,336,605	369,588
USAID	USAID BHA Capacity Bldng	Direct grant	N/A - Direct grant	98.001	473,662	29,248
John Snow Health Zambia	USAID Zambia CHECKUP II	Pass-through grant	72061122FA0001	98.001	310,232	-
PATH	PATH Ghana Interoperability	Pass-through grant	Not available	98.001	14,906	-
COMUSANAS	COMUSANAS TA/USAID/MOZ	Pass-through grant	72065620CA00006	98.001	277,600	-
Chemonics International	USAID Malawi OpenLMIS	Pass-through grant	Not available	98.001	61,608	8,002
Project Hope	Empowering Communities	Pass-through grant	04134	98.001	266,758	65,526
EngenderHealth	Lowlands Health Activity	Pass-through grant	SAET011	98.001	327,448	-
PATH	PATH DS Traceability 2024	Pass-through grant	AID.2134-01729729-SUB	98.001	41,847	-
OCSIDA-MAPUTO	AID/MOZ BTW/FILOVC-OCSIDA	Pass-through grant	Not available	98.001	7,879	-
UNC	DIAH 13834	Pass-through grant	AID-OAA-L-14-00004	98.001	5,195,986	134,052
UNC	D4I 13837	Pass-through grant	AID-OAA-L-14-00004	98.001	254,499	71,157
Cooperative Housing Found	CHFGC Enhancing WASH	Pass-through grant	EWASH-SA-22-07	98.001	465,332	-
PFSCM	PFSCM Clients	Pass-through grant	Not available	98.001	92,733	-
Patfinder International	Ethiopia TRANSFORM	Pass-through grant	AID63A170002	98.001	(2,718)	-
Palladium International	Data FI	Pass-through grant	7200AA19CA00004	98.001	319,620	-
PRB	USAID PRB Momentum 2C	Pass-through grant	7200AA20CA00003	98.001	1,568,131	-
IMA World Health	MOMENTUM IHR	Pass-through grant	7200AA20CA00005	98.001	9,432,134	610,898
The Trustees of TUFTS Col	STOP Spillover	Pass-through grant	7200AA20CA00032	98.001	642,249	-
Heartland Alliance Intl.	HAI Nigeria TMA 2020/2021	Pass-through grant	72062022CA00001	98.001	1,303	-
John Snow Health Zambia	ZAM-Health Activity	Pass-through grant	720611121CA00001	98.001	713,837	-
John Snow India Private	SAMVEG-India	Pass-through grant	IFE_DOM (2006)- JSI	98.001	34,697	-
Heartland Alliance Intl.	HAI TMA Nigeria	Pass-through grant	72062022CA00001	98.001	338,711	-
					<u>227,255,457</u>	<u>57,397,243</u>
Food for Peace Development Assistance Program						
CNFA	CNFA Amalima LOKO Zim	Pass-through grant	72DFFF20CA00008	98.007	302,997	-
RTI International	RTI/USAID/CAM/PEA 62478	Pass-through grant	Not available	98.U27	668,428	-
John Snow Health Zambia	Zambia eSCMS 13933	Pass-through grant	72061120C00003	98.U05	613,710	-
PRICEWATERHOUSE	GHSC-TA-TZ 13628	Pass-through grant	AID-OAA-L-15-00032	98.U09	1,150,734	33,814
UNC	Malaria SM&E 13883	Pass-through grant	AID-OAA-L-14-00004	98.U12	171,218	-
Chemonics International	USAIDGHSC-PSM-GTO4 14129	Pass-through grant	AID-OAA-L-15-0004	98.U17	69,310	-
Tetra Tech ARD	TTA Clean Cities Blue Ocn	Pass-through grant	N/A	98.U38	327,837	-
Land O'Lakes Venture 37	LOV Orora W/haze - Rwanda	Pass-through grant	19-ROW-C-C-1160	98.U41	74,099	-
DAI Global, LLC	Strengthening Livelihoods	Pass-through grant	1004415-S21-35472-00	98.U42	176,964	-
Heartland Alliance Intl.	HAI Nigeria ACE	Pass-through grant	72062022CA00002	98.U99	143,103	-
					<u>230,953,857</u>	<u>57,431,057</u>
Subtotal Agency for International Development						
Total Expenditures of Federal Awards					\$ 270,970,191	\$ 65,750,331

The accompanying notes are an integral part of this schedule.

JSI Research and Training Institute, Inc.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

September 30, 2024

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of JSI Research and Training Institute, Inc. under programs of the federal government for the year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of JSI Research and Training Institute, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of JSI Research and Training Institute, Inc.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- (1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- (2) Negative amounts shown on the Schedule represent adjustments or credits, which management has determined are not material to the Schedule nor the program to which they relate, made in the normal course of business to amounts reported as expenditures in prior years. Accordingly, such adjustments are presented on a current basis.
- (3) Federal Assistance Listing numbers and pass-through entity identifying numbers are presented when available.

NOTE 3 - INDIRECT COST RATE

JSI Research and Training Institute, Inc. has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.



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**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS ON
INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS REQUIRED BY GOVERNMENT
AUDITING STANDARDS**

Board of Directors
JSI Research and Training Institute, Inc.

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the consolidated financial statements of JSI Research and Training Institute, Inc. and affiliates (the "Organization"), which comprise the consolidated statement of financial position as of September 30, 2024, and the related consolidated statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated June 10, 2025.

Report on internal control over financial reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.



Report on compliance and other matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Grant Thornton LLP

Boston, Massachusetts
June 10, 2025



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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
JSI Research and Training Institute, Inc.

Report on compliance for each major federal program

Opinion on each major federal program

We have audited the compliance of JSI Research and Training Institute, Inc. and affiliates (the "Organization") with the types of compliance requirements identified as subject to audit in the U.S. Office of Management and Budget's OMB Compliance Supplement that could have a direct and material effect on each of the Organization's major federal programs for the year ended September 30, 2024. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

Basis for opinion on each major federal program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (US GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of management for compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.



Auditor's responsibilities for the audit of compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with US GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on internal control over compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a



deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in the Organization's internal control over compliance that we consider to be material weaknesses or significant deficiencies. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this Report on Internal Control Over Compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Grant Thornton LLP

Boston, Massachusetts
June 10, 2025

JSI Research and Training Institute, Inc.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

September 30, 2024

SECTION I - SUMMARY OF AUDITORS' RESULTS:

Financial Statements

The type of report issued on whether the financial statements audited were prepared in accordance with U.S. GAAP Unmodified

Internal control over financial reporting:

- Material weaknesses identified? No
- Significant deficiency(ies) identified? None reported
- Noncompliance material to the financial statements noted? No

Federal Awards

Internal control over major programs:

- Material weaknesses identified? No
- Significant deficiency(ies) identified? None reported

Type of auditors' report issued on compliance for major programs Unmodified

Any audit findings which are required to be reported under 2 CFR section 200.51(a): No

Identification of major programs:

<u>Federal Assistance Listing Number</u>	<u>Name of Federal Program</u>
98.001	Foreign Assistance for Programs Overseas
93.145	HIV-Related Training and Technical Assistance

Dollar threshold used to distinguish between Type A and Type B programs: \$3,000,000

Auditee qualified as low risk auditee? Yes

SECTION II - FINANCIAL STATEMENT FINDINGS

None noted.

SECTION III - FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

None noted.

KATHERINE ROBERT

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EDUCATION

UNIVERSITY OF NEW HAMPSHIRE, DURHAM, NEW HAMPSHIRE

Master of Public Administration, 2009

Bachelor of Arts in Political Science, 2006

EXPERIENCE

JSI, Bow, New Hampshire

Regional Director, August 2019 to present

Responsible for overall functionality and performance of JSI Northern New England team and office operations; ensures alignment of JSI NNE activities with the JSI Health Services Division priorities and vision; provides supervision and support to staff in order to promote morale and work quality.

Consultant, December 2007 to present

Provide technical assistance, training and evaluation to health and human service organizations to support the development of effective public health and health care systems.

HIGHLIGHTS OF RELEVANT PROJECTS

Public Health Professional Support Services July 2013 to December 2024 Provided fiscal and administrative coordination to the contract task leads. Serve as the primary point of contact for DHHS contracts and finance groups, and liaise with the JSI accounting department.

State Health Assessment and Improvement Plan August 2019 to June 2024 Partner with the University of New Hampshire to facilitate and support the State Health Assessment and Improvement Plan Advisory Council and community engagement subcommittee. Create logo and graphic materials, lead the plan's vision development, and serve as primary lead for community engagement through quantitative and qualitative data collection methods. Designed www.NHLivesWell.org.

NH Early Childhood Comprehensive Systems (ECCS), July 2022 to May 2024 Served as co-Director with NH Family Voices. Project activities have included a storytelling project, various efforts to provide CQI support to health care providers, the development of webinars focused on improving care coordination practices in various settings, and the implementation of a rapid micro-grant program.

Lower Grafton County Council for Young Families, United Way of the Greater Seacoast, and SAU21 Preschool Development Grant Needs Assessment Projects (three separate projects) September 2020 to December 2021 In all three regions, implement a multi-modal needs assessment to inform each respective early childhood coalition's regional Preschool Development Grant work. Needs assessment activities for each project included a review of secondary data for towns and cities in the UWGS footprint to support improved service delivery for families with young children. Leveraged work by groups conducting parallel needs assessments to collect primary data from families, conduct key informant interviews with local agency leaders, and conduct focus groups with families. Project deliverables include community profiles, an inventory of local programs and supports, and high-level recommendations for where partners may focus coordination and planning.

NH Home Visiting Program Supports and Services July 2015 to September 2021 Act as statewide training coordinator for the NH Home Visiting Program and its sub-recipient agencies implementing the Healthy Families America model. Conduct annual needs assessment, identify subject-matter expert trainers, and engage in continuous dialogue with agencies to most effectively provide training and technical assistance resources. Develop and implement a statewide needs assessment, and provide consultation to the NH Home Visiting Task Force. Oversight of additional scopes of work include implementation of continuous quality improvement plan for local implementing agencies,

marketing and multi-media campaign development, and post-partum visit utilization pilot research project.

Lakes Region Community Health Needs Assessment *September 2020 to January 2021* Complete a Community Health Needs Assessment on behalf of the LRGHealthcare, Central NH VNA & Hospice, HealthFirst Family Care Center, and the Partnership for Public Health. Assessment activities include the development, administration and analysis of a community leader survey and a general community resident survey; preparation of a discussion guide for community discussion groups, orientation of discussion facilitators and synthesis of discussion notes; the collection of population health statistics from secondary data sources; and the completion of a final needs assessment report with a presentation of key findings to project partners.

Act Early Needs Assessment *September 2020 to July 2021* Analyze qualitative survey data submitted by developmental screening partners and stakeholders, as it relates to challenges families face in accessing developmental screening during COVID. Supplement qualitative data with data culled via a systemic review of other recently completed needs assessments and strategic plans to support families with children under the age of five.

Watch Me Grow Steering Committee Strategic Facilitation *May 2020 to June 2021* Provide strategic facilitation support to the Watch Me Grow Steering Committee. Identify technical assistance needs, and coordinate with partners in order to support the Committee in furthering its goals and objectives around increasing early identification of developmental screening and improving access to supportive care and services. Support development of centralized access point pilot project to support a more integrated statewide system for developmental screening.

NH Maternal, Infant, and Early Childhood Home Visiting Needs Assessment *July 2017 to October 2018* Provide project direction and oversight to a statewide needs assessment required by HRSA's Maternal and Child Health Bureau to identify communities with concentrated risk, assess the quality and capacity of existing home visiting offerings, and to understand the state's capacity for providing substance use disorder treatment and counseling services to families in need. The multi-modal needs assessment utilized a systematic data review, community survey, focus groups, a PhotoVoice project, and the oversight of the NH Home Visiting Task Force to develop its findings and recommendations.

Healthy Start EPIC Center *December 2014 to May 2019* Provide technical assistance and training to Healthy Start grantees to ensure program effectiveness in achieving the goals to reduce infant mortality and health disparities, and improve perinatal health outcomes. This project focused on providing comprehensive and innovative capacity building assistance to community-based grantees, measuring project success by the degree to which grantees achieve core competencies essential for effective implementation of the Healthy Start model and institutionalize a culture of QI and evaluation based on a foundation of documented program effectiveness. Primary responsibilities include coordination of technical assistance.

OTHER RELEVANT EXPERIENCE

Leadership Greater Concord *Class of 2024 member; September 2023 - present* Participates in a monthly leadership development program aimed at strengthening connections across sectors for the betterment of Concord and its surrounding towns, and to increase civic engagement.

NH Health & Equity Partnership *Diversity and Cultural Competence trainer, April 2018 – present* Participated in a train the trainer session to qualify in offering diversity and cultural competence trainings for wide range of organizations.

Southern New Hampshire University *Member, Public Health Advisory Council, 2018-2023*
Advise SNHU to support its Council of Education for Public Health Accreditation application process.

Rivier University *Adjunct Faculty, September 2016-January 2018*
Developed the curriculum for and instructed the online capstone for the undergraduate Public Health program.

PROFESSIONAL ASSOCIATIONS

- YWCA New Hampshire *Board of Directors, 2020 - 2021*
- NH Public Health Association, Past President, 2012-2018
- NH Home Visiting Task Force *Member, 2015 – 2019*

- American Public Health Association *Member, 2013 – Present*
- NH Public Health Services Improvement Council *Member, 2016-present*