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#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette Commissioner

Director

29 HAZEN DRIVE, CONCORD, NH 03301 603-271-4501 1-800-852-3345 Ext. 4501 Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 18, 2022

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

#### **REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with JSI Research & Training Institute, Inc. (VC#161611), Bow, NH, by modifying the scope of services to include additional public health support services, by increasing the price limitation by \$244,906 from \$2,836,829 to \$3,081,735 with no change to the contract completion date of December 31, 2024, effective upon Governor and Council approval. 99% Federal Funds. 1% General Funds.

The original contract was approved by Governor and Council on December 22, 2021, item #35.

Funds are available in the following accounts for\_State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

The purpose of this request is to modify the scope of services to include public health professional support services for the Traveler Health Program and School-Based Inspections and Infection Prevention program, which includes developing and implementing risk and needs assessments; developing training programs and educational materials; planning for statewide conferences and meetings; providing technical assistance to local partners; and providing subject matter expertise. Additionally, the Department is adding Radon Program funds to support work in State Fiscal Year 2022, the original contract included the scope of work and funding for State Fiscal Years 2023 and 2024.

The Contractor will work with the Department to promote COVID-19 prevention mitigation measures, including vaccination and other personal protective measures. The Contractor will hold a virtual meeting with stakeholders regarding COVID-19 prevention mitigation measures, including test and vaccine access, variant surveillance, mitigation measures, and outreach methods. Additionally, the Contractor will develop and implement a training program to address seasonal communicable respiratory diseases prevention in school facility settings, in collaboration with municipal health officers, in at least 20 school buildings in each county. The Contractor will complete the training curriculum in collaboration with the Department by adapting existing

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

educational materials from the NH Department of Education, the Centers for Disease Control and Prevention, and other relevant sources.

The COVID-19 Traveler Health Program, including the education programs and social media campaigns, is expected to reach New Hampshire residents statewide.

The Department will monitor contracted services by ensuring the following performance measures are met:

- A minimum of 85% of participant's rate training programs as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of conference planning committee member's rate logistical support for conferences as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of conference participants rate the elements pertaining to conference logistics as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of workgroup participants rate elements pertaining to workgroup logistics as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of planning group members rate meeting logistics as no less than 'Very Good' in evaluation surveys.
- A minimum of 90% of all requests for high-priority consultation services are responded to within twenty-four (24) hours.
- A minimum of 90% of all requests for high-priority technical assistance are responded to within twenty-four (24) hours.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, the Department's capacity to provide training, educational materials; and technical assistance information on COVID-19 traveler health and seasonal communicable respiratory diseases prevention will be significantly limited.

#### Area served: Statewide

Source of Federal Funds: Assistance Listing Number (ALN) #93.069 FAIN NU90TP922018; ALN #93.354 FAIN: NU90TP922144; ALN 93.323, FAIN: NU50CK000522; ALN 66.032, FAIN 0016233

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

Respectfully submitted,

cuSigned by: ann H. Landn 248AB37ED8E8488...

Lori A. Shibinette Commissioner

#### 05-95-90-901510-7426 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, ENVIRONMENTAL PUBLIC HEALTH TRACKING PROGRAM ALN 93.070 FAIN NUE1EH001357 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2022	102-500731	Contracts for Prog Svc	90041000	\$15,000	\$0	\$15,000
2023	102-500731	Contracts for Prog Svc	90041000	\$15,000	\$0	\$15,000
2024 .	102-500731	Contracts for Prog Svc	90041000	\$15,000	\$0	\$15,000
2025	102-500731	Contracts for Prog Svc	90041000	\$15,000	, \$0	\$15,000
			Subtotal	\$60,000	· \$0	\$60,000

#### 05-95-90-901510-5390 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, FOOD PROTECTION 37% GENERAL FUNDS, 63% OTHER FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revisèd Budget
2022	102-500731	Contracts for Prog SVC	90000022	\$7,500	\$0	\$7,500
2023	102-500731	Contracts for Prog Svc	90000024	\$15,000	\$0	\$15,000
2024	102-500731	Contracts for Prog Svc	90000024	\$15,000	\$0	\$15,000
2025	102-500731	Contracts for Prog Svc	90000024	\$15,000	\$0	\$15,000
			Subtotal	\$52,500	\$0	\$52,500

#### 05-95-90-901510-7964, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PROTECTION ALN 93.197 FAIN NUE2EH001457 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2022	102-500731	Contracts for Prog Svc	90036000	\$28,333	\$0	\$28,333
2023	102-500731	Contracts for Prog Svc	90036000	\$65,000	\$0	\$65,000
2024	102-500731	Contracts for Prog Svc	90036000	\$65,000	\$0	\$65,000
2025	102-500731	Contracts for Prog Svc	90036000	\$32,500	\$0	\$32,500
			Subtotal	\$190,833	\$0	\$190,833

#### 05-95-90-901510-7964, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PROTECTION CFDA 66.605 FAIN BG00A00731 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	<b>Revised Budget</b>
2022	102-500731	Contracts for Prog Svc	90038022	\$80,730	\$0	\$80,730
2023	102-500731	Contracts for Prog Svc	90038022	. \$82,165	\$0	\$82,165
2024	102-500731	Contracts for Prog Svc	90038022	\$55,734	\$0	\$55,734
2025	102-500731	Contracts for Prog Svc	90038022	\$27,867	\$0	\$27,867
			Subtotal	\$246,496	· \$0	\$246,496

# 05-95-90-901510-5391, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, RADIOLOGICAL HEALTH ASSESSMENT, CFDA 66.032 FAIN 00162332 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2022	102-500731	Contracts for Prog Svc	90035100	\$0	\$60,000	\$60,000
2023	102-500731	Contracts for Prog Svc	90035100	\$40,000	\$0	\$40,000
2024	102-500731	Contracts for Prog Svc	90035100	\$40,000	\$0	\$40,000
2025	102-500731	Contracts for Prog Svc	90035100	\$20,000	\$0	\$20,000
			Subtotal	\$100,000	\$60,000	\$160,000

#### 05-95-90-903510-1113, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS & RESPONSE, HOSPITAL PREPAREDNESS, ALN 93.889 FAIN U3REP190580 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2022	102-500731	Contracts for Program Services	90077700	\$10,000	\$0	\$10,000

2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000	\$0	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$20,000	\$0	\$20,000
2025	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000	\$0	\$10,000
			Subtotal	\$50,000	\$0	\$50,000

#### 05-95-90-903510-1114, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVŚ, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS & RESPONSE, PH EMERGENCY PREPAREDNESS, ALN 93.069 FAIN NU90TP922018 69% FEDERAL FUNDS, 31% GENERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	<b>Revised Budget</b>
2022	074-500589	Grants for Pub Asst and Relief	90077410	\$57,500	\$10,026	\$67,526
2023	074-500589	Grants for Pub Asst and Relief	90077410	\$115,000	\$0	\$115,000
2024	074-500589	Grants for Pub Asst'and Relief	90077410	\$115,000	\$0	\$115,000
2025	074-500589	Grants for Pub Asst and Relief	90077410	\$57,500	\$0	\$57,500
			Subtotal	\$345,000	\$10,026	\$355,026

#### 05-95-90-902510-2495, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, ARP IMMUNIZATION, ALN 93.268 FAIN NH23IP922595 100% FEDERAL FUNDS

crease F	<b>Revised Budge</b>	Increase/Decrease	Current Budget	Job Number	Class Title	Class / Account	State Fiscal Year
\$0	\$150,00	\$0	\$150,000	90023800	Contracts for Prog Svc	102-500731	2022
\$0	\$50,00	\$0	\$50,000	90023800	Contracts for Prog Svc	102-500731	2023
\$0	\$50,00	\$0	\$50,000	90023800	Contracts for Prog Svc	102-500731	2024
\$0	\$250,00	\$0	\$250,000	Subtotal			
	\$0		\$250,000	Subtotal			•

05-95-90-902510-5178, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SV5, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION,

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	<b>Revised Budget</b>
2022	074-500589	Grants for Pub Asst and Relief	90023320	\$50,000	\$0	\$50,00
2022	102-500731	Contracts for Program Services	90023320	\$75,000	\$0	\$75,00
2023	074-500589	Grants for Pub Asst and Relief	90023320	\$50,000	\$0	\$50,000
2024	074-500589	Grants for Pub Asst and Relief	90023320	\$50,000	\$0	\$50,000
2025 074-500589	Grants for Pub Asst and Relief	90023320	\$25,000	, <b>\$</b> 0	\$25,000	
	1		Subtotal	\$250,000	\$0	\$250,000

INFECTIOUS DISEASE CONTROL, IMMUNIZATION, ALN 93.268 FAIN NH23IP922595 100% FEDERAL FUNDS

05-95-90-902510-2229, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES, 100% OTHER FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	<b>Revised Budget</b>
	102-500731	Contracts for Prog Svc	90024600	\$100,000	\$0	\$100,000
	102-500731	Contracts for Prog Svc	90024600	\$200,000	\$0	\$200,000
2024	102-500731	Contracts for Prog Svc	90024600	\$100,000	\$0	\$100,000
2025	102-500731	Contracts for Prog Svc	90024600	\$100,000	\$0	\$100,000
	I I		Subtotal	\$500,000	\$0	\$500,000

05-95-90-902510-7536, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION, ALN 93.940 FAIN NU62PS924538 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	lob Number .	Total Amount	Increase/Decrease	<b>Revised Budget</b>
2022	074-500589	Grants for Pub Asst and Relief	90024000	\$82,000	\$0	\$82,000
2023	074-500589	Grants for Pub Asst and Relief	90024000	\$164,000	\$0	\$164,000
2024	074-500589	Grants for Pub Asst and Relief	90024000	- \$164,000	\$0	\$164,000
2025	074-500589	Grants for Pub Asst and Relief	90024000	\$82,000	\$0	\$82,000
			Subtotal	\$492,000	\$0	\$492,000

#### 05-95-90-903010-1901, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS; DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19 ALN 93.323 FAIN NU50CK000522 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2022	102-500731	Contracts for, Prog Svc	90183518	\$300,000	so	\$300,000
			Subtotal	\$300,000	\$0	\$300,000

#### 05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS:DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPARATION AND RESPONSE, PUBLIC HEALTH CRISIS RSP-ARP ALN 93.354 FAIN NU90TP922144 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2022	102-500731	Contracts for Prog Svc	90027500	\$0	- \$20,000	\$20,000
2023	102-500731	Contracts for Prog Svc	90027500	\$0	\$75,200	\$75,200
	-		Subtotal	\$0	\$95,200	\$95,200

#### 05-95-90-9030-2646-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ARP TRAVELERS HEALTH PROJ ALN 93.323 FAIN NUSOCK000522 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	<b>Revised Budget</b>
2023	102-500731	Contracts for Prog Svc	90183558	\$0	\$79,680	\$79,680
			Subtotal	\$0	\$79,680	\$79,680

Total

\$2,836,829

\$244,906

\$3,081,735

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

This Amendment to the Public Health Professional Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and JSI Research & Training Institute, Inc. d/b/a Community Health Institute ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 22, 2021, (Item #35), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Paragraph 1.3, , the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

\$3,081,735

Modify Exhibit B, Scope of Services Section 1.9.3.1 to read:

1.9.3.1 The Contractor shall provide access to E-Studio, a web-based collaboration system, in collaboration with the Department.

3. Modify Exhibit B, Scope of Services by adding subsection 1.3.10 Traveler Health Program to read:

1.3.10 Traveler Health Program

- 1.3.10.1. The Contractor shall conduct outreach and education activities regarding COVID-19 testing and vaccinations for the following stakeholders:
  - 1.3.10.1.1 Travel industry leaders.
  - 1.3.10.1.2 Civil surgeons or other health entities.
  - 1.3.10.1.3 Traveler health clinics.

1.3.10.1.4 Other key stakeholders.

- 1.3.10.2 The Contractor shall:
  - 1.3.10.2.1 Conduct stakeholder outreach, including, but not limited to.
  - 1.3.10.2.2 Develop educational materials on COVID-19 traveler health, including, but not limited to brochures or other printed materials.
  - 1.3.10.2.3 Conduct one (1) virtual meeting with Stakeholders on the topics that may include, but are not limited to, resource dissemination, test and vaccineaccess, variant surveillance, mitigation measures, and outreach methods.
- 1.3.10.3. The Contractor shall plan and implement social media campaigns that shall include:

1.3.10.3.1. COVID-19 prevention and mitigation measures, which includes but are not limited to vaccinations and other personal protective measures.

1.3.10.3.2. Testing requirements for individuals visiting or returning to NH.

1.3.10.4. The Contractor shall support the Department's Traveler Health Communications Specialist by providing logistical support and coordination for at least one (1) virtual training

JSI Research & Training Institute, Inc. d/b/a Community Health Institute RFA-2022-DPHS-05-PUBLIC-01-A01 Page 1 of 5

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Date

5/19/2022

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program tailored to the above stakeholder groups.

4. Modify Exhibit B, Scope of Services by adding subsection 1.3.11 School-Based Inspections and Infection Prevention to read:

1.3.11. School-Based Inspections and Infection Prevention

1.3.11.1. In collaboration with municipal health officers, the Contractor shall develop and implement a training program to address seasonal communicable respiratory diseases prevention in school facility settings in up to 20 school buildings in NH. The Contractor shail:

1.3.11.3.1. Develop and submit a work plan for Department approval within 30 days of the effective date of Amendment #1, which shall include project deliverables, timeline, and responsible parties.

1.3.11.3.2. Develop a training curriculum, in collaboration with the Department, by adapting existing educational materials from the NH Department of Education, the Centers for Disease Control and Prevention (CDC), or other relevant sources. The training curriculum shall include:

1.3.11.3.2.1. A slide deck.

1.3.11.3.2.2. Factsheets.

1.3.11.3.2.3. Respiratory disease prevention checklist.

1.3.11.3.2.4. A school inspection checklist.

1.3.11.3.2.5. Other materials, as needed.

1.3.11.3.3. Design a set of trainings based on adult learning principles to ensure the target audience gains relevant knowledge, problem-solving skills, and confidence to act.

1.3.11.3.4. Coordinate and conduct up to four (4) virtual or in-person training events annually for municipal health officers.

1.3.11.3.5. Evaluate all training programs to measure competencies of participants, including, but not limited to, as a pre- and post-surveys to measure participant knowledge, skills, and confidence to act.

1.3.11.3.6. Collaborate with the Department to implement the school inspection and prevention project within 20 school buildings in order to prevent the spread of seasonal communicable respiratory diseases and improve workforce skills.

1.3.11.3.7. Collaborate with the Department to evaluate the project for changes in process and outcome measures, lessons learned, and complete a final report that details the activities and findings of the intervention.

#### 5. Modify Exhibit C. Payment Terms, Section 1, to read:

1. This Agreement is funded by:

2% Environmental Public Health and Emergency Response, as awarded on May 1.1. 20, 2021, by the United States Department of Health and Human Services (HHS), CFDA 93.070, FAIN# NUE1EH001357-04.

8%, Childhood Lead Poisoning Prevention Projects, State and Local Childhood 1.2. Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children, as awarded on 8/5/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.197, FAIN# NUE2EH001457.

10%, Performance Partnership Grants, as awarded on 7/14/2021, by the United 1.3. States Environmental Protection Agency (EPA), CFDA 66.605, FAIN# BG00100731.

A-S-1.2

JSI Research & Training Institute, Inc. d/b/a Community Health Institute RFA-2022-DPHS-05-PUBLIC-01-A01 Page 2 of 5

Contractor Initials

Date

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1.4. 7%, State Indoor Radon Grants, as awarded on 9/13/2021, by the United States Environmental Protection Agency (EPA), CFDA 66.032, FAIN# 00162332.

1.5. 2%, National Bioterrorism Hospital Preparedness Program, as awarded on 7/1/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.889, FAIN# U3REO190580.

1.6. 10%, Public Health Emergency Preparedness, as awarded on 5/12/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.069, FAIN#. NU90TP922018

1.7. 10%, Immunization Cooperative Agreements, as awarded on 3/31/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.268, FAIN# NH23IP922595.

1.8. 9%, Immunization Cooperative Agreements, as awarded on 7/1/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.268, FAIN# NH23IP922595.

1.9. 19%, HIV Prevention Activities Health Department Based, as awarded on 3/8/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.940, FAIN# NU62PS924538.

1.10. 16%, ELC Enhancing Detection Funding, as awarded on May 18, 2020 by the Center for Disease Control & Prevention (CDC), CFDA 93.323, FAIN# NU50CK000522.

1.11. 5% Federal Funds, Public Health Emergency Response, as awarded on May 18, 2021, by the United States Department of Health and Human Services (HHS), CFDA 93.354, FAIN # NU90TP922144

1.12. 2% General funds.

6. Modify Exhibit B, Payment Terms, Section 3, to read:

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-49, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

7. Modify Exhibit I Business Associate Agreement in it's entirety with Exhibit I Business Associate Agreement Amendment #1, which is attached hereto and incorporated by reference herein.

A-S-1.2

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

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

State of New Hampshire Department of Health and Human Services

-Docus	ligned by:	
Inia	Watt	
0778B	B63F9704C7	
Name:	Iain Watt	
Title:		
	Deputy Director - DPHS	

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

---- DocuSigned by:

katic Robert

Name: Katie Robert

Director

5/19/2022

Date

5/19/2022

:

Date

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

# OFFICE OF THE ATTORNEY GENERAL

5/24/2022

Date

nd by: Gunno

Name: Robyn Guarino

Attorney

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

## OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

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Exhibit C-45 Amendment #1 Budget

New Hampshire Departme	ent of Health and Human Services
	t form for each budget period.
· · ·	JSI Research & Training Institute, Inc.
Budget Request for:	
· · · ·	
-	July 1, 2022 - June 30, 2023
Indirect Cost Rate (if applicable)	27.68%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$24,321
2. Fringe Benefits	\$11,406
3. Consultants	\$0
4. Equipment	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communicatio	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
Meeting & Event Expenses	\$30,000
Other (please specify) Other (please specify)	<u>\$0</u>
	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$65,727
Total Indirect Costs	\$13,953
TOTAL	\$79,680

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5/19/2022

# Exhibit C-46 Amendment #1 Budget

New Hampshire	Department of Health and Human Services
Complete	one budget form for each budget period.
Contractor Name:	JSI Research & Training Institute, Inc.
Budget Request for:	Public Health Emergency Preparedness
Budget Period	April 1, 2022 - June 30, 2022
Indirect Cost Rate (if applicable)	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$0
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5 (d) Supplies - Medical	\$0 \$0
5.(e) Supplies Office	<b>\$</b> U
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Education & Outreach	\$8,270
Other (please specify)	\$0
Other (please specify) Other (please specify)	\$0 \$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$8,270
Total Indirect Costs	\$1,756
TOTAL	\$10,026

5/19/2022

-03 ER Exhibit C-47 Amendment #1 Budget

New Hampshire	Department of Health and Human Services		
Complete one budget form for each budget period.			
Contractor Name: JSI Research & Training Institute, Inc.			
	Budget Request for: Public Health Crisis		
Budget Period	April 1, 2022 - June 30, 2022		
Indirect Cost Rate (if applicable)	17.51%		
Line Item	Program Cost - Funded by DHHS		
1. Salary & Wages	\$11,162		
2. Fringe Benefits	\$5,235		
3. Consultants	\$0		
4. Equipment	\$0		
5.(a) Supplies - Educational 5.(b) Supplies - Lab	\$0		
5.(b) Supplies - Lab	\$0 \$0		
5.(c) Supplies - Pharmacy	\$0		
5.(d) Supplies - Medical	\$0 \$0		
5.(e) Supplies Office			
6. Travel	\$0		
7. Software	\$0		
8. (a) Other - Marketing/Communications	\$0		
8. (b) Other - Education and Training	\$100		
8. (c) Other - Other (specify below)			
Other (please specify) Other (please specify)	\$0 \$0		
Other (please specify)	\$0		
Other (please specify)	\$0		
9. Subrecipient Contracts	\$0		
Total Direct Costs	\$16,498		
Total Indirect Costs	\$3,502		
TOTAL	\$20,000		

Date\_

-03 KR

5/19/2022

## Contractor Initials

# Exhibit C-48 Amendment #1 Budget

New Hampshire Departm	ent of Health and Human Services
	et form for each budget period.
	JSI Research & Training Institute, Inc.
Budget Request for:	······································
	July 1, 2022 - June 30, 2023
Indirect Cost Rate (if applicable)	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$35,726
2. Fringe Benefits	\$16,756
3. Consultants	\$0
4. Equipment	\$0
5.(a) Supplies - Educational	۰ \$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical 5.(e) Supplies Office	\$0 \$0
6. Travel	\$300
7. Software	. \$0
8. (a) Other - Marketing/Communicatio	\$0
8. (b) Other - Education and Training	\$1,000
8. (c) Other - Other (specify below)	
Other (please specify) Other (please specify)	\$0
Other (please specify)	\$0 \$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$10,000
Total Direct Costs	\$63,782
Total Indirect Costs	\$11,418
TOTAL	\$75,200

ER

Date\_

DS

5/19/2022

Exhibit C-49 Amendment #1 Budget

New Hampsbire	Department of Health and Human Services
	one'budget form for each budget period.
	JSI Research & Training Institute, Inc.
Budget Request for:	
	April 1, 2022 - June 30, 2022
Indirect Cost Rate (if applicable)	17.51%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$25,182
2. Fringe Benefits	\$11,810
3. Consultants	\$0
4. Equipment	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	. \$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Meeting/Training Costs, Promotion, Ship	
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	
Total Direct Costs	\$49,493
Total Indirect Costs	\$10,507
TOTAL	\$60,000

k.K Contractor Initials

DS

5/19/2022

Date\_



Exhibit I

## BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement") agrees, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

- (1) <u>Definitions</u>.
- a. "Business Associate" shall mean the Contractor and its agents who receive, use, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and the Agreement, and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.
- b. The following terms have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Covered Entity," "Designated Record Set," "Data Aggregation," Designated Record Set," Health Care Operations," HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

- c. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records relating to substance use disorder, if applicable, as defined below.
- d. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- e. "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.

Exhibit I



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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit B, Scope of Services, of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.
- b. Business Associate may use or disclose PHI, as applicable:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph c. and d. below;
  - III. According to the HIPAA minimum necessary standard; and
  - IV. For data aggregation purposes for the health care operations of the Covered Entity.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor, prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate agreements with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

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

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, <u>DHHSPrivacyOfficer@dhhs.nh.gov</u> after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred

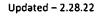


#### Exhibit I

potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
  - I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
  - III. Whether the protected health information was actually acquired or viewed; and
  - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
- g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)n, and an agreement that the Covered Entity shall be considered a direct third party beneficiary of the Business Associate's business associate agreements with Business Associate's intended business associates, who will be receiving PHI pursuant to this BAA, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all



k.R



#### Exhibit I

records, books, agreements; policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- 1. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
  - I. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate



Exhibit I

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

- (4) <u>Obligations of Covered Entity</u>
- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of Covered Entity's Notice of Privacy

Practices and any changes thereto will be posted on the Covered Entity's website: <u>https://www.dhhs.nh.gov/oos/hipaa/publications.htm</u>

- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (5) <u>Termination of Agreement for Cause</u>

In addition to Paragraph 9 of the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

- (6) <u>Miscellaneous</u>
- a. <u>Definitions, Laws, and Regulatory References</u>. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. <u>Amendment</u>. Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

Exhibit I



- c. <u>Data Ownership</u>. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. <u>Interpretation</u>. The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. <u>Segregation</u>. If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. <u>Survival</u>. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA

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

JSI Research & Training Institute, Inc.

The State	Name of the Contractor
Inin Watt	Latic Robert
Signature of Authorized Representative	Signature of Authorized Representative
Iain Watt	Katie Robert
Name of Authorized Representative	Name of Authorized Representative
Deputy Director - DPHS	Director
Title of Authorized Representative	Title of Authorized Representative
5/19/2022	5/19/2022
Date	Date

# 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: 0005779834



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of May A.D. 2022.

David M. Scanlan Secretary of State

# State of New Hampshire Department of State

# CERTIFICATE

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

Business ID: 742096 Certificate Number: 0005779833



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire. this 19th day of May A.D. 2022.

David M. Scanlan Secretary of State

#### **CERTIFICATE OF VOTE/AUTHORITY**

- I, Margaret Crotty, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:
  - 1. I am the duly elected President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute;
  - By Unanimous Consent in Writing of the Board of Directors in Lieu of the 2019 Annual Meeting, the following is true copy of one resolution duly adopted by the Board of Directors of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, duly dated August 8, 2019.

RESOLVED: Appointment of Katherine Robert as Director of the Community Health Institute with the authority to enter into contracts and agreements binding the Corporation effective August 8, 2019.

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 19, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute this **19th day of May 2022**.

Margaret Crotty, President

**STATE OF New Hampshire** 

COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 19th day of May, 2022 by Margaret Crotty.

Jonn BATKele

Joanne B McDade, Notary Public/Justice of the Peace

# My Commission Expires: June 6th, 2025

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CERTIFICATE OF LIABILITY INSURANCE										DATE (MM/DD/YYYY) 9/3/2021		
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					E-MAIL ADDRE	ss. Judy.Yea	ary@ahtins					
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INSU	John Snow Inc.				INSURE	RB:ACE An	nerican Ins	urance Company		22667		
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# Mission Statement

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

JSI Research and Training Institute, Inc. and Affiliates

September 30, 2020 and 2019

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Consolidated statements of activities	6					
Consolidated statements of functional expenses	7					
Consolidated statements of cash flows	9					
Notes to consolidated financial statements	10					



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

D +1 617 723 7900
 ₱ +1 617 723 3640

#### **REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS**

Board of Directors JSI Research and Training Institute, Inc.

#### Report on the financial statements

We have audited the accompanying consolidated financial statements of JSI Research and Training Institute, Inc., (a nonprofit organization) and affiliates (the "Entity"), which comprise the consolidated statements of financial position as of September 30, 2020 and 2019, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

#### Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

#### Auditor's responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Entity's preparation and fair presentation of the consolidated financial statements 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 Entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Grant Thomton LLP is the U.S. member firm of Grant Thomton International Ltd (GTIL). GTIL and each of its member firms are separate legal entities and are not a worldwide partnership.



#### Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of JSI Research and Training Institute, Inc., and affiliates as of September 30, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Sant Thornton LLP

Boston, Massachusetts June 28, 2021

# CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

## September 30,

	2020	2019
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 81,368,115	\$ 98,563,248
Receivables for program work	109,113,563	45,130,388
Field advances - program	3,858,492	25,188
Employee advances	4,242	184,277
Prepaid expenses	2,008,128	1,665,471
Total current assets	196,352,540	145,568,572
PROPERTY AND EQUIPMENT, net	3,157,102	70,862
OTHER ASSETS	264,930	36,945
Total assets	\$ 199,774,572	\$ 145,676,379
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:	,	
Accounts payable and payroll withholdings	\$ 87,642,735	\$ 59,600,173
Accrued vacation	2,213,551	1,464,584
Advances for program work	49,858,878	29,722,037
Loan payable - Paycheck Protection Program	1,074,400	<u>-</u>
Total current liabilities	140,789,564	90,786,794
NET ASSETS:		
Without donor restrictions	58,666,358	54,585,599
With donor restrictions	318,650	303,986
Total net assets	58,985,008	54,889,585
Total liabilities and net assets	\$ 199,774,572	\$ 145,676,379

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

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JSI Research and Training Institute, Inc.

## CONSOLIDATED STATEMENTS OF ACTIVITIES

# Years ended September 30, 2020 and 2019

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	2020	2019
Net assets without donor restrictions		
Public support and revenue		
Grants and contracts:		
Global Fund	\$ 375,120,414	\$ 570,358,986
U.S. Government	151,964,600	196,939,720
Commonwealth of Massachusetts	4,808,744	5,739,415
Other grants and contracts	85,693,370	101,715,710
Program income	47,603	280,588
Contributions	293,006	265,399
In-kind project contributions	3,079,352	9,678,628
Inherent contribution	-	778,482
Interest income	430,032	852,026
Total support and revenue	621,437,121	886,608,954
Expenses		
Program services:		
International programs	553,307,084	818,431,255
Domestic programs	27,079,411	27,263,690
• Total program services	580,386,495	845,694,945
Supporting services		
Management and general	36,680,902	36,428,678
Fundraising	153,799	2,806,595
Total supporting services	36,834,701	39,235,273
Other Expenses		
Unallowable	135,166	288,094
Total other expenses	135,166	288,094_
Total expenses	617,356,362	885,218,312
Increase in net assets without donor restrictions	4,080,759	1,390,642
Increase in net assets with donor restrictions	14,664	46,777
Change in net assets	4,095,423	1,437,419
Net assets at beginning of year	54,889,585	53,452,166
Net assets at end of year	\$ 58,985,008	\$ 54,889,585

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

# CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year ended September 30, 2020

··			Prog	gram Services			Supportin	g Servi	ces				
	<u> </u>	International Programs				Total		Management and General		Fu	ndraising	Total Expenses	
Commodities	\$	346,014,906	\$	-	\$	346,014,906	\$	-	\$	-	\$	346,014,906	
Freight costs		30,675,639		-		30,675,639		-		-		30,675,639	
Salaries		23,366,288		13,225,452		36,591,740		11,325,821		78,701		47,996,262	
Consultants		14,904,005		5,683,627		20,587,632		1,969,844		11,900		22,569,376	
Cooperating national salaries		44,511,647		86,959		44,598,606		576,982		-		45,175,588	
Travel		4,626,451		635,447		5,261,898		516,566		470		5,778,934	
Allowance and training		3,785,928		37,980		3,823,908	•	112,359		-		3,936,267	
Subgrants		17,121,298		499,449		17,620,747		29,086		27,073		17,676,906	
Subgrants/subcontracts		22,639,383		4,466,833		27,106,216		417		-		27,106,633	
Equipment, material and supplies		2,450,232		131,867		2,582,099		135,642		119		2,717,860	
Other costs		39,252,289		2,311,797		41,564,086		21,234,136		35,536		62,833,758	
Information technology		48,191		-		48,191		560,710		-		608,901	
Non-commodity		631,430		-		631,430		-		-		631,430	
Quality assurance		200,293		-		200,293		-		-		200,293	
In-kind project expenses		3,079,104		-		3,079,104		-		-		3,079,104	
Depreciation		· -		-	<u> </u>	-		219,339		-		219,339	
Total expense	\$	553,307,084	\$	27,079,411	<u>\$</u>	580,386,495	\$	36,680,902	\$	- 153,799	\$	617,221,196	

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

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# CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

## Year ended September 30, 2019

			Pro	gram Services			Supportin	g Serv	rices			
	International Programs		Domestic Programs		Total		Management and General		Fundraising		Total Expenses	
Commodities	\$	544,556,844	\$	· .	\$	544,556,844	\$	1,421	\$	1,471	\$	544,559,736
Freight costs		39,652,513		-		39,652,513		-		-		39,652,513
Salaries		24,532,253		12,172,719		36,704,972		11,085,659		2,353,165		50,143,796
Consultants		14,119,065		5,791,456		19,910,521		2,090,816		379,622		22,380,959
Cooperating national salaries		49,761,390		244,621		50,006,011		658,261		-		50,664,272
Travel		9,468,547		1,256,109		10,724,656		940,323		22,704		11,687,683
Allowance and training		7,052,172		46,360		7,098,532	·	236,650		250		7,335,432
Subgrants/subcontracts		83,262,033	•	5,191,198		88,453,231		-		22,267		88,475,498
Equipment, material and supplies		4,555,167		231,216		4,786,383		300,443		-		5,086,826
Other costs		31,154,814		2,330,011		33,484,825		20,713,133		24,233		54,222,191
Information technology		146,193		-		146,193		387,941		2,883		537,017
Non-commodity		277,348				277,348		-		-		277,348
Quality assurance		184,863		•		184,863		(548)		-		184,315
Incidence		29,423				29,423		1,382		-		30,805
In-kind project expenses		9,678,630		-		9,678,630		-		-		9,678,630
Depreciation		-		-				13,197		<u> </u>		13,197
Total expense	\$	818,431,255	\$	27,263,690	\$	845,694,945	\$	36,428,678	\$	2,806,595	\$	884,930,218

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

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# CONSOLIDATED STATEMENTS OF CASH FLOWS

# Years ended September 30, 2020 and 2019

		2019			
Cash flows from operating activities:					
Increase in net assets	\$	4,095,423	\$	1,437,419	
Adjustments to reconcile decrease in net assets to net cash	,				
used in operating activities:					
Depreciation		219,339		19,685	
(Increase) decrease in operating assets:				•	
Receivables for program work		(63,983,175)		(26,553,124)	
Field advances - program		(3,833,304)		500,547	
Employee advances		180,035		(79,414)	
Prepaid expenses		(342,657)		(766,262)	
Other assets		(227,985)		(22,609)	
Increase (decrease) in operating liabilities:					
Accounts payable and payroll withholdings		28,042,562		28,512,414	
Accrued vacation		748,967		(210,087)	
Advances for program work		20,136,841	· · · · ·	(18,507,594)	
Net cash used in operating activities		(14,963,954)		(15,669,025)	
Cash flows from investing activities:					
Acquisition of property and equipment		(3,305,579)		(52,342)	
Inherent contribution net of cash acquired		-		37,427,968	
Net cash (used in) provided by investing activities		(3,305,579)		37,375,626	
Cash flows from financing activities:				· .	
Proceeds from Paycheck Protection Program loan		1,074,400		-	
Net cash provided by investing activities		1,074,400		-	
(DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS		(17,195,133)		21,706,601	
Cash and cash equivalents at beginning of year		98,563,248		76,856,647	
Cash and cash equivalents at end of year		81,368,115	\$	98,563,248	

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

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## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

#### September 30, 2020 and 2019

## **NOTE A - ORGANIZATION AND NATURE OF ACTIVITIES**

JSI Research and Training Institute, Inc. (the Organization) was incorporated in the Commonwealth of Massachusetts on April 11, 1979. JSI Research and Training Institute, Inc. provides education and research primarily to non-profit health and human service agencies both in the United States and abroad. Current funding is principally from the United States Agency for International Development (USAID) and the United States Department of Health and Human Services.

JSI Research and Training Institute, Inc. is the sole member of World Education, Inc. and The Partnership for Supply Chain Management, Inc. (Affiliates). JSI Research and Training Institute, Inc. 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.

World Education, Inc. was founded in 1951 and incorporated in the state of New Jersey. Working in partnership with community, national, and international agencies in Asia, Africa, and the United States, it provides professional assistance in the design and implementation of non-formal adult education programs. These programs integrate functional education with relevant problem-solving aspects of individual growth and national development such as health, nutrition, family planning, childcare, refugee education, agricultural practices, literacy, and income generation. World Education, Inc's financial data is consolidated utilizing its fiscal year-end financial statements, as of and for the years ended June 30, 2020, and 2019, respectively.

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 as a non-profit organization established by JSI Research and Training Institute, Inc. and Management Sciences for Health, Inc. On October 11, 2018, Management Sciences for Health, Inc. discontinued their relationship with PfSCM and JSI Research and Training Institute, Inc. became the sole member of PfSCM.

JSI Research and Training Institute, Inc. and its affiliates are tax exempt organizations under 501(c)(3) of the Internal Revenue Code (IRC) and file separate unconsolidated tax returns.

## **NOTE B - CHANGE IN CONTROL**

As previously referred to in Note A, the Organization achieved a controlling interest in PfSCM during fiscal year 2019. The net assets of PfSCM as of October 11, 2018, totaling \$778,482, were contributed to the Organization and were recognized in the accompanying consolidated statements of activities as an inherent contribution. Details of the transaction are as follows:

Cash and cash equivalents	\$ 38,206,450
Accounts receivable	2,608,518
Other assets	774,153
Liabilities	(40,810,639)
	\$ 778,482

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

#### September 30, 2020 and 2019

## **NOTE C - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

#### Principles of Consolidation

The consolidated financial statements include the accounts of JSI Research and Training Institute, Inc. as well as World Education, Inc. and PfSCM, its affiliates (collectively referred to as the Organization). Significant intra-entity accounts and transactions have been eliminated in consolidation.

## Basis of Accounting

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting and include the accounts of JSI Research and Training Institute, Inc. and its affiliates 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 \$3,420,690, and \$3,483,206 at September 30, 2020 and 2019, respectively.

#### 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 - 7 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.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

## September 30, 2020 and 2019

## **Recent Adopted Accounting Pronouncements**

In fiscal year 2020, the Organization adopted ASU 2018-08, *Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). The FASB issued this update to clarify and improve the scope and accounting guidance for contributions received and made. The amendments of this update should assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of Topic 958, *Not-for-Profit Entities*, or as exchange transactions subject to other guidance and (2) determining whether a contribution is conditional. The Organization applied the standard using a modified prospective approach as of October 1, 2019. This guidance did not have a material impact on the Organization's consolidated financial statements and related disclosures.

In addition, in fiscal year 2020, the Organization adopted ASU 2014-09, *Revenue from Contracts with Customers*, which outlines a single comprehensive revenue model for entities to use in accounting for revenue arising from contracts with customers. The guidance supersedes most current revenue recognition guidance, including industry-specific guidance, and ensures that entities appropriately reflect the consideration to which they expect to be entitled in exchange for goods and services, by allocating transaction price to identified performance obligations, and recognizing that revenue as performance obligations are satisfied. The Organization applied the standard using the modified retrospective transition method. This guidance did not have a material impact on the Organization's consolidated financial statements and related disclosures.

## Revenue Recognition

#### Grants and Contacts

The majority of the Organization's revenues are derived from contracts, cooperative agreements, and grants with The Global Fund to Fight AIDS Tuberculosis and Malaria (the Global Fund), and U.S. government agencies, primarily USAID and the United States Department of Health and Human Services. Revenues are recognized when the Organization incurs qualifying expenditures that are reimbursable under the terms of the contracts, agreements or grants, or in accordance with the grantor's restrictions.

The Organization recognizes revenue from external organizations for services provided under exchange and non-exchange grants and contracts. Unconditional grants, contracts, and contributions are recognized as revenue in the period received in the appropriate net asset category, based on the existence or absence of donor imposed restrictions. If donor imposed restrictions are present, the associated revenue is reported as an increase in net assets with restriction 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, 2020, the Organization had \$212,245,310 of conditional grants and contracts not recognized as revenue in the consolidated statements 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. There were no grants and contracts, for which the contractual performance obligations have not yet been made or the right to recognize revenue is dependent on future events at September 30, 2020.

# JSI Research and Training Institute, Inc. and Affiliates NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED September 30, 2020 and 2019

## Contributions

Unrestricted and restricted contributions are recognized as revenue at the date the pledge is made or the gift is received, whichever is earlier.

Contributions received are recorded as revenue without donor restrictions, or with donor restrictions depending on the existence and/or nature of any donor restrictions. Contributions are reported as restricted support and are then released to without donor restrictions upon expiration of the time and/or purpose of the restriction. Restricted support, whose restrictions are met in the same reporting period, is shown as support without restrictions.

## **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 statements 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

The Organization is exempt from income taxes under Section 501(c)(3) of the IRC and is not a private foundation as described in Section 509. Accordingly, no provision for income taxes is included in the accompanying consolidated financial statements.

The Organization 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. The Organization has filed all of its known and required returns in a timely manner including as permitted allowed extensions.

JSI Research and Training Institute, Inc., World Education, Inc. and PfSCM file separate unconsolidated tax returns. JSI Research and Training Institute, Inc. and PfSCM file tax returns based on a September 30 year end and World Education, Inc. files its tax return based on a June 30 year end.

## 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.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

## September 30, 2020 and 2019

## Receivables for Program Work

Receivables for program work are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectable amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for doubtful accounts at September 30, 2020 and 2019 was \$0. Included in receivables for program work is \$62,496,812 and \$38,093,960 of amounts billed and \$46,616,751 and \$7,036,428 of amounts unbilled.

## **Recent Accounting Pronouncements**

In February 2016, the FASB issued ASU 2016-02, *Leases*, which requires a lessee to recognize a right-ofuse asset and lease liability, initially measured at the present value of the lease payments, in its balance sheet/statement of financial position. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal year 2023 for the Organization. The Organization is evaluating the impact of the new guidance on its consolidated financial statements.

## NOTE D - CONCENTRATION OF CREDIT RISK

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 E - PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

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

2020					
	Cost				Net
\$	592,816 3,468,069	\$	580,766 323,017	\$	12,050 3,145,052
\$	4,060,885	\$	903,783	\$	3,157,102
			,		
			2019		
	Cost				Net
\$	709,627 45,680	\$	654,090 30,355	\$	55,537 15,325
\$	755,307	\$	684,445	\$	70,862
	\$ 	\$ 592,816 3,468,069 \$ 4,060,885 Cost \$ 709,627 45,680	Cost         De           \$ 592,816         \$           3,468,069	Accumulated Depreciation           \$ 592,816 3,468,069         \$ 580,766 323,017           \$ 4,060,885         \$ 903,783           2019         Accumulated Depreciation           \$ 709,627 45,680         \$ 654,090 30,355	Accumulated Depreciation           \$ 592,816 3,468,069         \$ 580,766 323,017           \$ 4,060,885         \$ 903,783           \$ 4,060,885         \$ 903,783           2019           Accumulated Cost           Depreciation           \$ 709,627           \$ 654,090           \$ 30,355

2020

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

## September 30, 2020 and 2019

Depreciation expense was \$219,339 and \$13,197 for the years ended September 30, 2020 and 2019, respectively.

#### NOTE F - ADVANCES FOR PROGRAM WORK

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

	_	2020	 2019
Other - non-governmental			
Bill and Melinda Gates Foundation	\$	13,725,112	\$ 13,272,043
Various Donors		17,575,439	10,225,618
Global Fund		17,146,528	4,048,677
Doris Duke Charitable Foundation		1,411,799	 2,175,699
	· \$	49,858,878	\$ 29,722,037

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 G - DEBT

#### Citizens Bank

World Education, Inc. has a revolving line of credit with a bank with a borrowing limit of up to \$500,000. The revolving line of credit was most recently renewed on October 16, 2020. The loan is payable on demand. Interest is charged by utilizing a fluctuating rate based on the LIBOR (Advantage) rate plus 2.50%. The line of credit remains in effect until May 31, 2021 and annually thereafter is contingent upon performance. The loan is collateralized by a first priority interest in all the assets of World Education, Inc. No funds were borrowed during 2020 or 2019 and as a result, as of June 30, 2020 and 2019, the outstanding balance is \$0 and no interest was incurred on this loan during the years ended June 30, 2020 or 2019.

### John Snow, Inc.

World Education, Inc. has an unsecured revolving line of credit with John Snow, Inc. (a related party) with a borrowing limit of up to \$1,000,000. The loan was renewed on July 1, 2019. Interest is charged by utilizing a fluctuating rate based on the current prime rate plus 0.25%. The loan is payable on demand and, in any event, on or prior to June 30, 2022. The loan is not collateralized. No funds were borrowed during the year and as a result, as of June 30, 2020, the outstanding balance is \$0. No interest was incurred on this loan during the year ended June 30, 2020.

## Loan Payable - Paycheck Protection Act

In April, 2020, World Education, Inc. (WEI) was granted a loan (the Loan) in the aggregate amount of \$1,074,400, pursuant to the Paycheck Protection Program (the PPP) under Division A, Title I of the CARES Act.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

## September 30, 2020 and 2019

The Loan, which was in the form of a Note dated April 23, 2020, matures on April 23, 2022 and bears interest at a rate of 1.00% per annum, payable monthly commencing in February 2020. The Note may be prepaid by WEI at any time prior to maturity with no prepayment penalties. Funds from the Loan may only be used for certain costs, such as payroll costs and occupancy expenses. Under the terms of the PPP, certain amounts of the Loan may be forgiven if they are used for qualifying expenses as described in the CARES Act.

## NOTE H - 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.

JSI Research and Training Institute, Inc. is a co-borrower (with a related party) of a demand loan with no balance due at September 30, 2020.

Provisional indirect cost rates are negotiated with the USAID on an annual basis. As of September 30, 2020, actual indirect cost rates have been approved by USAID for JSI Research and Training Institute, Inc. through December 31, 2015 and World Education, Inc. through June 30, 2018. 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.

The outbreak of COVID-19 has caused disruption in operations of businesses domestically and globally. In response the Organization implemented cost savings and other measures to reduce operating expenses and ensure adequate liquidity. Due to the uncertainty of the continued spread of the virus and economic outlook, there may be short-term and long-term implications for operations of the Organization.

## NOTE I - NET ASSETS WITH DONOR RESTRICTIONS

During the years ended June 30, 2020 and 2019, the Organization received \$14,664 and \$46,777, respectively, of donor restricted donations. The donations are restricted for use in specific programs and/or projects that are specified by the donor.

## **NOTE J - RELATED PARTY TRANSACTIONS**

## John Snow, Inc.

JSI Research and Training Institute, Inc. (R&T) and John Snow, Inc. (JSI, Inc.) (a non-exempt corporation) purchase consulting services from each other. The President and Director of R&T is the sole stockholder of JSI, Inc. The two companies bill each other at the same rates that they bill federal and state governments.

During the years ended September 30, 2020 and 2019, JSI, Inc. billed R&T \$23,817,932 and \$28,335,233 for consulting services (technical support), respectively. These amounts are reflected under program services - consulting totaling \$16,704,012 and \$15,311,055 and program services - other costs totaling \$7,113,920 and \$13,024,177, respectively, on the consolidated statements of functional expenses. In addition, during the years ended September 30, 2020 and 2019, R&T performed consulting services (technical support) for JSI, Inc. totaling \$8,772,841 and \$7,658,189, respectively.

As of September 30, 2020 the R&T was owed \$605,509 from JSI. As of September 30, 2019, the Organization owed JSI \$896,503.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

#### September 30, 2020 and 2019

The two companies also share facilities and pool various overhead expenses. For the years ended September 30, 2020 and 2019, R&T incurred \$22,899,284 and \$23,073,571 of overhead expenses (supporting services), of which \$9,481,343 and \$9,292,686 was its share of JSI, Inc. incurred costs.

R&T is a co-borrower with JSI, Inc. on a commercial demand loan-revolving line of credit with an expiration date of May 31, 2021 which allows for borrowings up to \$6,500,000. The loan is collateralized by a security agreement with a first position lien on all corporate assets of R&T and JSI, Inc. including assignment of promissory notes and security documents between the two companies. Interest is charged by utilizing a fluctuating rate based on LIBOR (Advantage) plus 2.00% payable monthly in arrears, which at September 30, 2020 and 2019 was 2.17% and 3.826%, respectively. At September 30, 2020 and 2019, there was no outstanding balance on this loan.

World Education, Inc. has an agreement with John Snow, Inc. whereby John Snow, Inc. will provide administrative and technical support as requested from time to time by WEI, on arms-length terms as agreed by WEI and JSI. Transactions between World Education, Inc. and John Snow, Inc. for the years ended September 30, 2020 and 2019 are summarized as follows:

	 2020	 2019
Administrative and technical support Other direct charges (including rent of \$1,067,591 and \$871,877)	\$ 1,616,316 1,477,010	\$ 1,561,799 1,375,414
	\$ 3,093,326	\$ 2,937,213

The agreement is on a year-to-year basis and can be terminated by either party upon 90 days written notice to the other.

World Education, Inc. has an unsecured line of credit with John Snow, Inc. with a borrowing limit of up to \$1,000,000.

#### Other

The Organization has an agreement with a related company to purchase services. Transactions with this company were charged to sub-contracts expense and are as follows for the years ended September 30, 2020 and 2019:

		2020	 2019
The Manoff Group, Inc. (a non-exempt corporation; 40% owned by John Snow, Inc.)	<u>\$</u>	1,027,077	\$ 686,384
	\$	1,027,077	\$ 686,384

## NOTE K - 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. In addition, employees receive a 100% match on the first 2% of contributions made to the plan. Employees who are contributing less than 2% of their pay to their retirement account are automatically be enrolled at 2% either at the time of hire, or annually in July. Pension expense was \$2,492,737 and \$2,458,753 for the years ended September 30, 2020 and 2019, respectively.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

## September 30, 2020 and 2019

WEI had a defined contribution tax sheltered annuity plan covering substantially all of its employees. WEI contributes an amount equal to 7% of the employee's monthly earnings, funded with each month's payroll. Additional voluntary contributions may be made by the employees. Participants of the plan are fully and immediately vested when contributions are made. Pension costs incurred by World Education, Inc. were \$374,449 and \$360,907 for the years ended June 30, 2020 and 2019, respectively.

## NOTE L - COMMITMENTS

## **Operating Leases**

The JSI Research and Training Institute, Inc. leases space for general offices under operating leases expiring from 2019 through 2026. The leases contain renewal options for periods of up to five years.

During the years ended September 30, 2020 and 2019, rent expense under long-term lease obligations were \$568,227 and \$505,419, respectively. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2020 are:

2021	\$ 434,419
2022	450,718
2023	396,612
2024	155,324
2025	160,680
Thereafter	 166,036
	\$ 1.763.789

World Education, Inc. leases space for general offices on a year-to-year basis. Rent expense for the years ended September 30, 2020 and 2019 was \$1,081,972 and \$953,108, respectively.

## **NOTE M - CONCENTRATION OF FUNDING**

The Organization receives a majority of its funding through contracts and grants with various departments and agencies of the federal government.

The Organization received 10% or more of its revenues and support from the following sources for the years ended September 30, 2020 and 2019:

0/ of Total

For the year ended September 30, 2020:

		Revenue	% of Total Income
The Global Fund (PfSCM) U.S. Agency for International Development (R&T and WEI)	\$ \$	375,120,414 134,311,303	60% 22%
For the year ended September 30, 2019:			% of Total
		Revenue	Income
The Global Fund (PfSCM) U.S. Agency for International Development (R&T and WEI)	\$ \$	570,358,986 165,608,943	64% 19%

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

## September 30, 2020 and 2019

The JSI Research and Training Institute, Inc. and World Education, Inc. received \$134,311,303 and \$165,608,943 from U.S. Agency for International Development as of September 30, 2020 and 2019, which represents 57.1% and 55.9% of total income, respectively.

## NOTE N - LIQUIDITY AND AVAILABILITY OF RESOURCES

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities and other obligations come due. Given the project-based nature of the Organization's work, the annual budget is structured to break even and ensure that there are sufficient inflows to cover budgeted outflows each year. Any use of the Organization's reserve, which is minimal, is subject to management's review and approval.

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

	2020	2019
Cash and cash equivalents	\$ 81,368,115	
Receivables for program Work	109,113,563	45,130,388
Total financial assets available within one year	190,481,678	143,693,636
Less contractually restricted and donor restricted assets	49,858,878	29,722,037
Total financial assets available to management for general		
expenditures within one year	\$ 140,622,800	<u>\$ 113,971,599</u>

The Organization also has two committed lines of credit totaling \$8 million, which it could draw upon in the event of an unanticipated liquidity need.

## NOTE O - SUBSEQUENT EVENTS

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The Organization has evaluated subsequent events through June 28, 2021, the date on which the consolidated financial statements were available to be issued. During this period, there were no subsequent events that require adjustment to the consolidated financial statements.

# JSI Research & Training Institute, Inc. Board of Trustees

Alexander K. Baker, MBA Chief Operating Officer JSI

David E. Bloom, MA, Ph.D. Clarence James Gamble Professor of Economics and Demography Harvard School of Public Health Chair, Board Audit Committee

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**Patricia Fairchild, M.A.** Health Services Division JSI

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Dean and Robert A. Knox Professor Boston University School of Public Health Chair of the Board Chair, Board Governance Committee

Carolyn Hart, MSPH International Division JSI

· .

Paul Musante

Vice President, Client and Market Insights T. Rowe Price, Inc. Chair, World Education, Inc. Board Ken Olivola, M.C.P., M-Arch International Division JSI

Paul Osterman, Ph.D. Nanyang Technological University (NTU) Professor of Human Resources and Management Sloan School of Management at MIT

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

William and Jacalyn Egan Professor of Management Wharton School at University of Pennsylvania

# KARYN DUDLEY MADORE

JSI Research & Training Institute, Inc., d/b/a Community Health Institute 501 South Street, 2<sup>nd</sup> Floor, Bow, NH 03304 (603) 573-3305

## EDUCATION

YALE SCHOOL OF PUBLIC HEALTH'S CLIMATE CHANGE AND HEALTH CERTIFICATE Anticipated Graduation, July 2020

NATIONAL PUBLIC HEALTH INFORMATION COALITION, MARIETTA, GEORGIA Certified Communicator in Public Health, 2015

UNIVERSITY OF SOUTH FLORIDA, TAMPA, FLORIDA Graduate Certificate Degree, Social Marketing for Public Health, 2014

PLYMOUTH STATE COLLEGE, PLYMOUTH, NEW HAMPSHIRE *M.Ed.* 1995

PLYMOUTH STATE COLLEGE, PLYMOUTH, NEW HAMPSHIRE B.S., Marketing 1987

## EXPERIENCE

## JSI Research & Training Institute, Inc., d/b/a Community Health Institute, Bow, New Hampshire

JSI-NH Communications Director, January 2010 to present

Provide overall strategic direction, administration, and management of health communications services to a variety of projects. Oversee marketing and communication campaign development, print materials, and collateral as well as print material distribution services to ensure that all materials and campaigns are of high quality, effective, and innovative.

NH Communications and Operations Director, August 2008 to September 2019

## **HIGHLIGHTS OF RELEVANT PROJECTS**

NH Center for Excellence, Addressing Alcohol and Drug Misuse in NH: The Center for Excellence provides technical assistance, disseminates data and information, and promotes knowledge transfer to support the effectiveness of communities, practitioners, policymakers, and other stakeholders working to reduce alcohol and other drug misuse and related consequences in New Hampshire. The Center is a project of JSI and staffed by consultants with technical assistance expertise in best practice implementation, systems change, quality improvement, data and reporting, service-to-science, training and other related efforts.

NH Youth Binge Drinking & Opioid Abuse Prevention Campaigns (2016-present) Oversee the JSI-NH substance use disorder communication project scopes including research, evaluate, and implementation. Currently the NH team has the following active substance use disorder campaigns:

Binge-Free 603: What's Your Reason - a young-adult focused prevention campaign: Binge Drinking Reduction.

*Doorways-NH* – This statewide campaign promotes the nine Doorway locations, providing single points of entry for people seeking help for substance use, whether they need treatment, support, or resources for prevention and awareness. The regional Doorways ensure that help is always less than an hour away. In addition, 24/7 access to services is also available by dialing 211.

## Partnership for Drug Free NH (April 2020 - present)

Serve as Project Director to aid in the collecting of substance use disorder resources and the writing of website content for the Partnership for Drug Free NH, which exists to advance and amplify effective evidence-based prevention messaging and strategies by providing current, accurate, and actionable substance misuse prevention materials.

## Rhode Island Underage Drinking-Hosting Law (February 2020 - present)

Serve as Project Director to conduct formative research to inform a campaign related to underage drinking habits and the provision of alcohol to underage persons by older friends and family members. This campaign aims to increase awareness about the Rhode Island (RI) Social Hosting law through social media and partner engagement awareness strategies, in the 20 RI towns

K. Madore Page 1

karyn\_madore@jsi.com

with highest alcohol consumption.

#### NH Lyme Disease Prevention Campaign Spring 2016 to present

Serve as Communication Specialist to develop a grass roots and marketing campaign for a private funder via the NH Charitable Foundation in order to reduce tick encounters and cases of Lyme disease in NH. This project identifies priority audiences affected by tick bites, best-practice outreach strategies, partner communication channels for grass-roots interventions, and effective educational outreach materials to advance the understanding of the health risks of tick encounter, and how to prevent tick bites and Lyme disease. Tick Free NH (TickFreeNH.org) includes the development and creation of a Public Service Announcement, mass-media campaign, social media campaign, and website.

## Wisconsin Human Trafficking Awareness and Prevention Campaign (February 2017 - December 2019)

Served as Project Director and as Communication Specialist Lead in the creation of a statewide Human Trafficking Awareness and Prevention Campaign to inform the public that sex trafficking of Wisconsin youth under the age of 18 is an issue in urban, suburban, rural and tribal communities throughout WI. This Campaign brought awareness to the indicators that a youth is being sex trafficked or may be at risk of being sex trafficked; disseminate information about the risk factors that may make youth more vulnerable to being trafficked; and, implement an effective statewide media/social marketing campaign that reduces demand and prevents sex trafficking of youth in Wisconsin.

## National Healthy Start Branding and Communications Lead July 2014 to March 2017

Served as the Branding and Communications Lead for the Maternal and Child Health Bureau's *Supporting Healthy Start* project to provide capacity building assistance to 100 Healthy Start grantees to ensure program effectiveness in achieving the goals to reduce infant mortality, reduce health disparities and improve perinatal health outcomes.

## Rivier University, Division of Nursing and Health Professions, Nashua, New Hampshire

#### Adjunct Professor, 2015 to present

Courses: Undergraduate Level: Health Promotion, Marketing and Communication, Introduction to Public Health; Introduction to Environmental Health; Graduate Level: Environmental Health, and Behavioral Health and Health Promotion

## SELECTED ORAL PRESENTATIONS

- Anyone. Anytime. NHTM New Hampshire's Opioid Crisis Public Awareness Campaign", (August 2017) National Conference on Health Communication, Marketing and Media, Atlanta, GA.
- Anyone. Anytime. NHTM: New Hampshire Heroin Awareness Campaign. (June 2016). 24th Social Marketing Conference, Building on the Legacy: Forging New Paths. Clearwater Beach, FL.
- Dear Me New Hampshire: Low-cost Marketing with a Big Impact. (April 2012). Break Free Alliance, Promising Practices. New Orleans, LA.

## SELECTED HONORS | AWARDS

- Wisconsin, We Need to Talk Statewide campaign informing Wisconsin residents about youth sex trafficking (2019)
   Berreth Award Bronze Medal, Excellence in Public Health Communication. NPHIC
- Binge-Free 603 Young Adult Binge Drinking Prevention Campaign in New Hampshire (2018) Berreth Award Gold Medal, Excellence in Public Health Communication. National Public Health Information Coalition.
- Tick Free NH Grass-Roots Lyme Disease Prevention in New Hampshire (2017) Berreth Award Bronze Medal, Corporate Health Marketing. National Public Health Information Coalition.
- Anyone.Anytime.NH<sup>TM</sup> Campaign (2017) Berreth Award Honorable Mention, Corporate Health Marketing. National Public Health Information Coalition and (2016). U.S. Department of Health and Human Services, Office of the Surgeon General, Facing Addiction in America: The Surgeon General's Report on Alcohol, Drugs, and Health. Washington, DC: HHS, November 2016.
- Start the Conversation New Hampshire (2013-2014) Start the Conversation Physician Toolkit (2014) Grady Award Gold Medal, Start the Conversation Billboard (2014) Grady Award – Silver Medal, Start the Conversation Posters (2014) Grady Award – Bronze Medal, National Public Health Information Coalition.
- Dear Me New Hampshire 2013-2014 Campaign Summary Report (2015) Grady Award Bronze Medal.

## **PROFESSIONAL ASSOCIATIONS** | MEMBERSHIPS

Social Marketing Association of North America, *Board of Directors* Public Relations Society of America, *Member* National Public Health Information Coalition, *Member* 

K. Madore Page 2

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International Social Marketing Association (ISMA), Member Society for Health Communication, Founding Member

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# ALYSON M. COBB

JSI, 501 South Street, Bow, New Hampshire 03304 (603) 573-3319

## EDUCATION

FEMA EMERGENCY MANAGEMENT INSTITUTE, EMMITSBURG, MARYLAND Master Exercise Practitioner, 2020

BOSTON UNIVERSITY SCHOOL OF PUBLIC HEALTH, BOSTON, MASSACHUSETTS Masters of Public Health in Infectious Disease Epidemiology, 2015 Delta Omega Honorary Society in Public Health

BUCKNELL UNIVERSITY, LEWISBURG, PENNSYLVANIA Bachelor of Arts in Chemistry, Minor in American Literature, 2009

## TRAININGS

NH DIVISION OF FIRE STANDARDS AND TRAINING AND EMS, CONCORD, NEW HAMPSHIRE IS-300 Intermediate ICS for Expanding Incidents. 2017

FEMA EMERGENCY MANAGEMENT INSTITUTE, INDEPENDENT STUDY COURSES (ONLINE) IS-100.a Introduction to the Incident Command System. 2009 IS-120.a: An Introduction to Exercises. 2015 IS-103.a How to be an Exercise Evaluator, 2018 IS-200.a ICS for Single Resources and Initial Action Incidents, 2009 IS-700.a National Incident Management System- An Introduction, 2009 IS-800.c National Response Framework, An Introduction, 2018

HOMELAND SECURITY EXERCISE AND EVALUATION PROGRAM, AGAWAM, MASSACHUSETTS Homeland Security Exercise and Evaluation Program Training Course, 2010

## EXPERIENCE

JSI, Bow, New Hampshire Consultant, August 2015 to present Project Associate, August 2010 to August 2015 AmeriCorps\*VISTA Member, August 2009 to August 2010

Selected projects:

Massachusetts Department of Public Health Patient Placement Coordination Plan & Pediatric Surge Annex Working with MA DPH OPEM to update Patient Placement Coordination Plan and develop a Pediatric Surge Annex to MDPH's Emergency Operations Plan. Convening Project Management Teams of key stakeholders to advise the edits/development of plans.

## New Hampshire Division of Public Health Services COVID-19 Support

Supporting NH's response to the COVID-19 pandemic as the Contact Tracing & Active Monitoring Branch Deputy Director. Oversee three units with 5 unit leaders and ~50 staff members with the missions of notifying exposed contacts, monitoring cases and contacts, and working with businesses to slow the transmission of SARS-CoV-2 around the state. Recently helped select, test, and implement an electronic contact tracing software. Regular responsibilities include training new staff members, developing and updating scripts and job aides, and coordinating with others within the organization structure to make improvements to response processes.

Massachusetts Department of Public Health Emergency Operations & Recovery Plans Development Worked with MA DPH OPEM to update a department-wide Emergency Operations Plan and develop a Recovery Annex. Facilitated collaborative process with MA DPH staff to develop an Emergency Operations Plan that met the needs and



concerns of all bureaus and offices involved in a response.

## Massachusetts Jurisdictional Risk Assessments

Worked with Massachusetts Division of Public Health, Office of Preparedness and Emergency Management (MA DPH, OPEM) to design and implement a participatory, multi-sectoral risk assessment process for the six Health and Medical Coordinating Coalitions (HMCCs). Project included development of an online survey for coalition members to prioritize risks from a set of nine hazards and assess regional preparedness using a JSI-developed instrument derived from the CDC's 2011 Public Health Emergency Preparedness Capabilities and the 2016 Health Care Capabilities. Analyzed data and facilitated in-person meetings with coalition members in each region to review results and plan appropriate mitigation strategies to reduce risk. Developed toolkit to assist HMCCs with mitigation strategy development and implementation.

## New Hampshire Public Health Emergency Planning Technical Assistance and Training

Lead project to provide technical assistance and support to the 13 Regional Public Health Networks in NH around public health emergency preparedness, planning, and response. Assess statewide needs to provide technical assistance to all 13 Networks and provide one-on-one technical assistance to Networks upon request. Develop and deliver trainings, plan templates, and tools on a variety of public health and emergency response topics, including medical surge, standard precautions, points of dispensing, and public information. Develop, facilitate, and evaluate exercises and real events. Conducted After Action Report development processes in New Hampshire for 2009 H1N1, 2012 Hepatitis C Outbreak, and 2014-15 Ebola responses. Serve on the planning committee and conference staff for the annual NH Emergency Preparedness Conference.

## New Hampshire Ebola and Emerging Infectious Disease Readiness

Implemented project to improve preparedness of the health care system to identify, isolate, and manage high threat infectious disease cases. Conducted an assessment of current infectious disease readiness capacity of hospitals, based on the CDC Infection Control Assessment and Response Program's methodology. Planned and facilitated two HSEEP-compliant tabletops focused on isolation of an infectious disease patient and transporting an Ebola patient to the Regional Ebola Treatment Center in MA. Drafted NH's first ever High Threat Infectious Disease Plan and updated state Ebola Response Plan to address new guidance and findings from tabletop exercises.

## Active Ebola Monitoring Program for Low Risk Travelers in Massachusetts

As a consultant epidemiologist for MA Department of Public Health, actively monitored incoming travelers from Ebolaaffected West Africa with a low risk of exposure for 21 day incubation period. Role included daily communication with travelers, entering traveler information into web-based secure surveillance system (MAVEN), and coordinating with local health departments to ensure continuous monitoring.

## Speare Memorial Hospital High Threat Infectious Disease Plan Development

Work with Speare Memorial Hospital to revise existing plans to incorporate most recent guidance on the identification, isolation, and management of suspect and confirmed high threat infectious disease cases, including protocols for personal protective equipment donning and doffing, readying isolation rooms, laboratory sample management, internal patient transport, and radiology procedures.

### North Central Wisconsin Healthcare Emergency Readiness Coalition Exercises

Assist in the development of exercises to assess regional plans, including a workshop to develop plans to meet the needs of individuals with access and functional needs using the Community Outreach Information Network (COIN) framework, and tabletop exercises focusing on surge management, fatality management, and critical infrastructure staff dispensing. Responsibilities included designing, facilitating the exercises, and evaluating and developing the After Action Report and Improvement Plan.

## MA Region 4AB Critical Staff Dispensing Tabletop Series

Led project to design, facilitate, and evaluate a series of three tabletop exercises for local public health staff and their critical infrastructure partners.

## MA Region 4AB Medical Countermeasures Dispensing in Response to Emerging Infectious Disease Workshop

Technical Advisor on project to develop, facilitate, and evaluate a workshop for Region 4AB Board of Health representatives to strengthen capabilities to protect the health and safety of critical staff in public health emergencies. Developed template plan language based on workshop findings.

# **AMY MOFFETT**

JSI, d.b.a. Community Health Institute 501 South Street, 2<sup>nd</sup> Floor, Bow, New Hampshire 03304 (603) 573-3203

## EDUCATION

UNIVERSITY OF NEW HAMPSHIRE

Bachelor of Arts, Psychology 1992, Magna Cum Laude Minor, Social Work

## **EXPERIENCE**

JSI d/b/a Community Health Institute, Bow, New Hampshire Project Manager, March 2019 to present

## **Oral Health Promotion Partner**

Serve as Project Manager for initiatives around planning, coordination and materials development for the SBIRT (Screening, Brief Intervention and Referral to Treatment) initiative for Oral Health Care Providers. Worked to promote and deliver training opportunities (both in-person and virtual) to providers and dental hygienist students as a strategy to integrate screening into a standard oral health workflow to identify patients at risk of substance misuse. The training builds knowledge and skills utilizing motivational interviewing techniques with patients identified at greater risk.

#### **New Hampshire Chronic Conditions**

Serve as Project Manager to support the team as it facilitates efforts to improve referrals from health systems to DSME programs; engage pharmacists in the provision of medication therapy management (MTM) for chronic conditions and collaborative practice agreements; increase referrals and enrollment for patients at risk of developing diabetes and those with hypertension and/or high blood cholesterol to NDPP or other CDC-approved programs. JSI supports the development and coordination of multiple learning opportunities and strategies to support the initiatives outlined in the scope of work including exploring issues relating to credentialing for Community Health Workers and updating the NH Healthy Lives website.

## **Tick-Free New Hampshire**

Serve as Project Manager for the campaign developed by JSI to educate the public about how to prevent tick encounters and potentially Lyme disease. The digital behavior change campaign encourages preparation for outside activity and checking for ticks. Primarily targeting parents of children aged 2 to 13, schools, providers and recreational outdoors enthusiasts, the campaign includes www.TickFreeNH.org, multimedia PSAs, social media, print materials, a clearinghouse, fundraising, and representation at trade events. Included in the scope of work is participation in the annual University of New Hampshire (UNH) Granite State poll on knowledge, attitudes, and practices around tick prevention.

#### Community-Based Partnerships for Comprehensive Tobacco Cessation and Prevention

Serve as Project Manager to support the team in developing community partnerships and coalitions to promote tobacco cessation in clinical and community settings. The scope of work also includes an SBIRT pilot in the Nashua, NH middle schools with a focus on materials to promote awareness and training. Also included are the development of eLearning modules and educational videos that provide distance learning opportunities to healthcare providers

#### **Climate and Health**

Assist with Project Management and provide logistical support in implementing the New Hampshire Department of Health and Human Services new climate health adaptation programs. This includes assisting in the facilitation of workgroup meetings for the Climate and Health Advisory Council and the development and implementation of train-the-trainer programs centered around tick-safe practices by leveraging educational materials from the Tick-Free NH, Department of Public Health Services and CDC initiatives and utilizing best practices for adult learning.

Amy\_Moffett@jsi.com

## The Partnership @drugfreeNH

Provide logistical support and assist with content development for a series of videos intended to inform and educate about the power prevention.

Concord Group Insurance, Concord, New Hampshire PMO Lead, April 2016 – March 2019

Served as Information Services Project Manager for numerous software and data center implementations. Working with major stakeholders, ensured that projects were successfully delivered on-time and within budget. Created comprehensive status reports and end-of-project metrics to highlight all aspects of an implementation. Utilized Microsoft Project and Microsoft Team Foundation Server (TFS) to track budgeted vs. actual hours, task progress and bug tracking. Responsible for overseeing the day-to-day operations of the Help Desk that provided technical support to internal users, independent Agents and policyholders. Hired, trained, and mentored new Project Managers and Support Specialists to guarantee exceptional service to the entire company. Created detailed user guides and process documents intended for a wide variety of technical and business users.

## **Concord Group Insurance**, Concord, New Hampshire Business Analyst, February 2011 – April 2016

Responsible for compiling business requirements and testing billing and claims implementations. Researched and implemented a new online chat service to improve upon the existing customer service offered to Agents. Served as a liaison between technical specialists and business users to provide production support meeting all required SLAs.

CERTIFICATIONS Certified Scrum Master (CSM)

## TRAININGS

Facing Addition in America: Tutorial on the Surgeon General's Report on Alcohol, Drugs and Health Understanding Substance Use Disorders Facilitation – NH Listens E-Cigarette Cessation among Adolescents: Lessons learned from Adolescent Tobacco Cessation

## COMPUTER SKILLS

Microsoft Office Suite 2016 Microsoft Project 2013 G Suite (Google) Microsoft Team Foundation Server (TFS) Confluence Jira TeamGantt Airtable

## **COMMUNICATION SKILLS**

User Guides and Training Manuals Hiring/Supervising/Mentoring Advanced Facilitation Conflict Resolution

VOLUNTEER SERVICE

In Our Own Voice speaker - NAMI-NH

# CONTRACTOR NAME

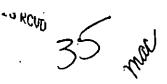
# Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Amy Moffett	Project Director	\$73,500	5%	\$3,675
Alyson Cobb	Project Director	\$98,700	10%	\$9,870
Karyn Madore	Project Director '	\$145,950	10%	\$14,595
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## STATE OF NEW HAMPSHIRE

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

## DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette Commissioner

Patricia M. Tilley Director 29 HAZEN DRIVE, CONCORD, NH 03301 603-271-4501 1-800-852-3345 Ext. 4501 Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 7, 2021

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

## REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with JSI Research & Training Institute, Inc. (VC#161611-B0001), Bow, NH, in the amount of \$2,836,829, to provide a broad range of public health support services, with the option to renew for up to four (4) additional years, effective January 1, 2022 or upon Governor and Council approval, whichever is later, through December 31, 2024. 77% Federal Funds, 4% General Funds. 19% Other Funds (Pharmaceutical Rebates and Food Protection Fees).

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

## See attached fiscal details.

## EXPLANATION

The purpose of this request is to provide a broad range of public health professional support services that includes, but is not limited to: developing and implementing risk and needs assessments; training programs; developing educational materials; planning for large statewide conferences as well as smaller meetings and conference; providing technical assistance to local partners; and providing subject matter expertise.

All New Hampshire residents may be reached through these efforts, specifically the education programs related to radon, lead poisoning, and immunizations.

The Contractor will provide support to the following programs:

- Public Health Preparedness Professionals trained in emergency preparedness and response, including disease investigations, contact tracing and training programs for public health responders.
- Radon Program Development and delivery of stakeholder engagement; public outreach and education, and an inventory of existing municipal policies and ordinances.

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

- Healthy Homes and Lead Poisoning Prevention Program Ongoing outreach and education to stakeholders that include medical providers, families living in pre-1978 properties with children 72 months and younger, contractors, and landlords.
- Immunization Program An Immunization Coalition with the goal of developing education and outreach tools for medical professionals and the general public.
- HIV Prevention Program Procurement, management and self-testing HIV kits and other prevention supplies to individuals and develop and maintain an online ordering system to request these items.
- Food Protection –Food Service Establishment training for inspections in municipalities that are classified as self-inspecting.

The Department will monitor contracted services by ensuring the following performance measures are met:

- A minimum of 85% of participant's rate training programs as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of conference planning committee member's rate logistical support for conferences as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of conference participants rate the elements pertaining to conference logistics as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of workgroup participants rate elements pertaining to workgroup logistics as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of planning group members rate meeting logistics as no less than 'Very Good' in evaluation surveys.
- A minimum of 90% of all requests for high-priority consultation services are responded to within twenty-four (24) hours.
- A minimum of 90% of all requests for high-priority technical assistance are responded to within twenty-four (24) hours.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from October 6, 2021 through November 8, 2021. The Department received one (1) response that was reviewed and scored by a team of gualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, there will be a reduction in the capacity to provide training to a range of public health partners on multiple health topics; host large scale conferences; develop plans to evaluate the effectiveness of services; develop and produce educational materials; and provide technical assistance to local and state partners.

## Area served: Statewide.

Source of Federal Funds: Assistance Listing Number CFDA 93.070, <u>FAIN#</u> NUE1EH001357-04; CFDA 93.197, FAIN #NUE2EH001457; CFDA 66.605, FAIN# BG00A00731; CFDA 66.032, FAIN# 00162332; CFDA 93.889, FAIN# U3REP190580; CFDA 93.069, FAIN# DocuSign Envelope ID: EACC241E-6726-4D45-9183-3A38B9E46E8E

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

NU90TP922018; CFDA 93.268, FAIN# NH23IP922595; CFDA 93.268, FAIN# NH23IP922595; CFDA 93.940, FAIN# NU62PS924538; and CFDA 93.323, FAIN# NU50CK000522.

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

Respectfully submitted,

nd by: ann H. Landry 2484837ED868488...

Lori A. Shibinette

Commissioner

## 05-95-90-901510-7426 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, ENVIRONMENTAL PUBLIC HEALTH TRACKING PROGRAM CFDA 93.070 FAIN NUE1EH001357-04 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90041000	\$15,000
2023	102-500731	Contracts for Prog Svc	90041000	\$15,000
2024	102-500731	Contracts for Prog Svc	90041000	\$15,000
2025	102-500731	Contracts for Prog Svc	90041000	\$15,000
			Subtotal	\$60,000
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05-95-90-901510-5390 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, FOOD PROTECTION 37% GENERAL FUNDS, 63% OTHER FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	<b>Total Amount</b>
.2022	102-500731	Contracts for Prog SVC	90000022	\$7,500
2023	102-500731	Contracts for Prog Svc	90000022	\$15,000
2024	102-500731	Contracts for Prog Svc	90000022	\$15,000
2025	102-500731	Contracts for Prog Svc	90000022	\$15,000
······································			Subtotal	\$52,500
				ć_;, c.o.o

\$52,500

05-95-90-901510-7964, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PROTECTION CFDA 93.197 FAIN NUE2EH001457 100% FEDERAL FUNDS

}	State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
	2022	102-500731	Contracts for Prog Svc	90036000	\$28,333
	2023	102-500731	Contracts for Prog Svc	90036000	\$65,000
	2024	102-500731	Contracts for Prog Svc	90036000	\$65,000
	2025	102-500731	Contracts for Prog Svc	90036000	\$32,500
			The second s	Subtotal	\$190,833
					\$190,833

05-95-90-901510-7964, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PROTECTION PPG

CFDA 66.605 FAIN 8G00A00731 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90038022	\$80,730
2023	102-500731	Contracts for Prog Svc	90038022	\$82,165
2024	102-500731	Contracts for Prog Svc	90038022	\$55,734
2025	102-500731	Contracts for Prog Svc	90038022	\$27,867
		and the second	Subtotal	\$246,496.00
				6346 496

\$246,496

# 05-95-90-901510-5391, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, RADIOLOGICAL HEALTH ASSESSMENT, CFDA 66.032 FAIN 00162332 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90035100	\$0
2023	102-500731	Contracts for Prog Svc	90035100	\$40,000
2024	102-500731	Contracts for Prog Svc	90035100	\$40,000
2025	102-500731	Contracts for Prog Svc	90035100	\$20,000
		and a start water and a start of	Subtotal	\$100,000

\$100,000

05-95-90-903510-1113, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS & RESPONSE, HOSPITAL PREPAREDNESS, CFDA 93.889 FAIN U3REP190580 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Program Services	90077700	\$10,000
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$20,000
2025	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Subtotal	\$50,000

# 05-95-90-903510-1114, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS & RESPONSE, PH EMERGENCY PREPAREDNESS, CGDA 93.069 FAIN NU90TP922018

69% FEDERAL 31% GENERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500589	Grants for Pub Asst and Relief	90077410	\$57,500
2023	074-500589	Grants for Pub Asst and Relief	90077410	\$115,000
2024	074-500589	Grants for Pub Asst and Relief	90077410	\$115,000
2025	074-500589	Grants for Pub Asst and Relief	90077410	\$57,500
			Subtotal	\$345,000

# 05-95-90-902510-2496, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, ARP IMMUNIZATION, CFDA 93.268 FAIN NH23IP922595 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90023800	\$150,000
2023	102-500731	Contracts for Prog Svc	90023800	\$50,000
2024	102-500731	Contracts for Prog Svc	90023800	\$50,000
			Subtotal	\$250,000

05-95-90-902510-5178, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION, CFDA 93.268 FAIN NH23IP922595 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500589	Grants for Pub Asst and Relief	90023320	\$50,000
2022	102-500731	Contracts for Program Services	90023320	\$75,000
2023	074-500589	Grants for Pub Asst and Relief	90023320	\$50,000
2024	074-500589	Grants for Pub Asst and Relief	90023320	\$50,000
2025	074-500589	Grants for Pub Asst and Relief	90023320	\$25,000
			Subtotal	\$250,000

05-95-90-902510-2229, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES, 100% OTHER

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90024600	\$100,000
2023	102-500731	Contracts for Prog Svc	90024600	\$200,000
2024	102-500731	Contracts for Prog Svc	90024600	\$100,000
2025	102-500731	Contracts for Prog Svc	90024600	\$100,000
			Subtotal	\$500,000

05-95-90-902510-7536, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION, CFDA 93.940 FAIN NU62PS924538 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500589	Grants for Pub Asst and Relief	90024000	\$82,000
2023	074-500589	Grants for Pub Asst and Relief	90024000	\$164,000
2024	074-500589	Grants for Pub Asst and Relief	90024000	\$164,000
2025	074-500589	Grants for Pub Asst and Relief	90024000	\$82,000
,			Subtotal	\$492,000

05-95-90-903010-1901, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS;

DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90183518	\$300,000
			Subtotal	\$300,000

Total

\$2,836,829.00

## DocuSign Envelope ID: EACC241E-6726-4D45-9183-3A38B9E46E8E

DocuSign Envelope ID: 2294EBAF-E112-46F8-8C5D-0827E86EC09A

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

Project 1D #	RFA-2022-DPHS-05-PUBLIC Public Health Professional Support Services					
Project Title						
		Maximum Pointa Avaliable				
	Technicai					
	Experience O1	30	30			
	Abliny Q2	40	38			
	Capacity Q3	30	29			
	Knowledge Q4	60	48			
•		160	145			

- Review	ver Name
	•
1 Coulor	

Class Rearise	
2 Katrina Hansen	
3 Anne Marie Mercuri	
4 Loriette Molr	
5 Stephanie Locke	

## Title

Administrator III	. '	
Administrator III		
Administrator Iti	•	
Public Heath Program	n Manager	
Administrator III		

t

# Subject:\_Public Health Professional Support Services (RFA-2022-DPHS-05-PUBLIC)\_

<u>Notice</u>: 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

<u>1. IDENTIFICATION.</u>		-		
1.1 State Agency Name		1.2 State Agency Address		
New Hampshire Department of Health and Human Services		129 Pleasant Street Concord, NH 03301-3857		
1.3 Contractor Name		1.4 Contractor Address		
JSI Research & Training I	nstitute, Inc.	501 South Street, 2nd Fl Bow NH 03304		
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
(603) 573-3300	See attached.	December 31, 2024	\$2,836,829	
1.9 Contracting Officer for Sta	te Agency	1.10 State Agency Telephone Number		
Nathan D. White, Director		(603) 271-9631		
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory		
Vatherine Robert	Date:12/6/2021	Katherine Robert Director		
1.13 State Agency Signature		1.14 Name and Title of State Agency Signatory		
Potricia M. Tilley	Date: 12/6/2021	Patricia M. Tillev		
1.15 Approval by the N.H. De	partment of Administration, Divisi	on of Personnel (if applicable)		
By:	•	Director, On:		
	General (Form, Substance and Ex	ecution) (if applicable)		
By: J. Unsto	pher Marshall	On: 12/7/2021		
1.17 Approval by the Governo	r and Executive Council (if applic	cable)	•	
G&C Item number:	· .	G&C Meeting Date:		
L			· · · · · ·	

Page 1 of 4

Contractor Initials Date 12/6/2021

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

## 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

## 4. CONDITIONAL NATURE OF AGREEMENT.

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

## 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

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

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

#### 7. PERSONNEL.

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

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

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

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#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

#### 9. TERMINATION.

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

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

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

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

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

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

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Page 3 of 4

Contractor Initials Date 12/6/2021

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Page 4 of 4

DocuSign Envelope ID: EACC241E-6726-4D45-9183-3A38B9E46E8E

# Public Health Professional Support Services (RFA-2022-DPHS-0S-PUBLIC)

Account Numbers: 05-95-90-901510-7426 05-95-90-901510-5390 05-95-90-901510-7964 05-95-90-901510-7964 05-95-90-901510-5391 05-95-90-903510-1113 05-95-90-903510-1114 05-95-90-902510-2496 05-95-90-902510-2229 05-95-90-902510-7536 05-95-90-903010-1901 DocuSign Envelope ID: EACC241E-6726-4D45-9183-3A38B9E46E8E

DocuSign Envelope ID: 2294EBAF-E112-46F8-8C5D-0827E86EC09A

# New Hampshire Department of Health and Human Services Public Health Professional Support Servces EXHIBIT A

1.1.	sions to Form P-37, General Provisions		
1.1.	Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:		
1. <b>2</b> .	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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon G&C approval or January 1 2022, whichever is later.		
1.3.	Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:		
	3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.		
1.4.	Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:		
	12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. 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.		

Kr. Contractor Initials 12/6/2021 Date

Page 1 of 1

## New Hampshire Department of Health and Human Services Public Health Professional Support Services

# EXHIBIT B

## Scope of Services

# 1. Statement of Work

- 1.1. The Contractor shall provide a broad range of public health professional support services including, but not limited to:
  - 1.1.1. Conducting needs assessments to determine specific professional development needs.
  - 1.1.2. Developing and implementing prevention-focused training programs;
  - 1.1.3. Providing logistical support for conferences and meetings.
  - 1.1.4. Providing technical assistance ensuring subject matter experts are available to the Department and its Contractors.
  - 1.1.5. Developing educational materials.
  - 1.1.6. Developing and implementing evaluation plans.
  - 1.1.7. Assisting the Department with updating strategic plans.
  - 1.1.8. Ensuring the efficient use of resources.
- 1.2. The Contractor shall provide services to increase the capacity of local, regional and state-level public health practitioners to provide high-quality public health services by:
  - 1.2.1. Coordinating an ongoing community-based human immunodeficiency virus (HIV) planning group;
  - 1.2.2. Developing and implementing a variety of training programs;
  - 1.2.3. Developing evaluation plans;
  - 1.2.4. Facilitating several conference planning groups and providing logistical support services for these conferences; and
  - 1.2.5. Providing technical assistance to the Department and its Contractors, as determined by the Department.
- 1.3. Evaluation of Needs Assessments and Development and Implementation of Integrated Planning Infectious Disease Prevention, Investigation & Care

## 1.3.1. HIV Comprehensive Needs Assessment (HIV-CNA)

1.3.1.1. The Contractor shall review the completed, published FY 2020 HIV. Comprehensive Needs Assessment (HIV-CNA), as provided by the Department, and ensure that it is in compliance according to the CY 2022-2026 Centers for Disease Control and Prevention (CDC) Division of HIV/AIDS Prevention (DHAP) and Health Resources and Services Administration (HRSA) HIV/AIDS Bureau (HAB) Integrated

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Prevention and Care Plan Guidance, and the rules, regulations, and policies outlined by the HRSA, the CDC, and the Department.

- 1.3.1.2 The Contractor shall incorporate the HIV-CNA into the NH integrated HIV Prevention and Care Plan development, including:
  - 1.3.1.2.1. Information from the most recent HIV-CNA regarding People Living with HIV/AIDS (PLWHA) as well as from their families and caregivers in order to identify common themes and trends outlined in data including, but not limited to:
  - 1.3.1.2.1.1. Qualitative feedback from the needs assessment; and
  - Survey item responses previously conducted with 1.3.1.2.1.2. targeted statewide populations including, but not limited to, individuals who:
    - 1.3.1.2.1.2.1. Are in or out of HIV medical care; and
    - 1.3.1.2.1.2.2. Have comorbidities that may include, but are not limited to, tuberculosis, sexually transmitted diseases, Hepatitis C, mental illness, and/or substance use disorders.
  - 1.3.1.2.2. Priority PLWHA population data included in the needs assessment.
  - 1.3.1.2.3. Services identified in the inventory of resources are accessible, available, appropriate, affordable, and acceptable to PLWHA. The Contractor shall:
    - 1.3.1.2.3.1.1. Estimate how much of each service can be provided; and
    - 1.3.1.2.3.1.2. Assess how well providers provide services, including expertise of agency staff and its accessibility.
- The Contractor shall comply with all applicable responsibilities, 1.3.1.3. outlined in the HRSA National Monitoring Standards, as instructed by the Department.
- The Contractor shall ensure the HIV-CNA Report complies with 1.3.1.4. needs assessment principles and strategies outlined in the Ryan White HIV/AIDS Program Part B Manual and by the Department.
- The Contractor shall review and include in the NH Integrated HIV 1.3.1.5. Prevention and Care Plan development, all specific components as outlined and detailed by HRSA, the CDC, and the Department including, but not limited to:

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- 1.3.1.5.1. Epidemiologic Overview;
- 1.3.1.5.2. HIV Care Continuum;
- 1.3.1.5.3. Financial and Human Resources Inventory;
- 1.3.1.5.4. Assessment of Needs, Gaps, and Barriers;
- 1.3.1.5.5. Data Access, Sources, and Systems; and
- 1.3.1.5.6. Epidemiological Profile Report.
- 1.3.1.6. The Contractor shall review HIV surveillance data, as provided by the Bureau of Infectious Disease Control (BIDC).
- 1.3.1.7. The Contractor shall review and include in the NH Integrated HIV Prevention and Care Plan development process, the FY 2020 epidemiological profile report including:
  - 1.3.1.7.1. Pertinent information including, but not limited to, prevalence, incidence, and unmet need data by:

1.3.1.7.1.1. Age.

1.3.1.7.1.2. Gender.

1.3.1.7.1:3. Race/ethnicity.

4.3.1.7.1.4. Transmission mode.

- 1.3.1.7.1.5. Geographic area.
- 1.3.1.7.1.6. Descriptive trends in HIV and associated comorbidities since case reporting by name began in 2005.
- 1.3.1.8. The Contractor shall ensure the profile that projects the status of the HIV epidemic, statewide, over the next three (3) to five (5) years, includes comorbidities which may include, but are not limited to:

1.3.1.8.1. Sexually Transmitted Diseases (STDs).

1.3.1.8.2. Tuberculosis (TB).

- 1.3.1.8.3. Hepatitis associated with the HIV/AIDS epidemic in NH.
- 1.3.1.9. The Contractor shall review and incorporate into the New Hampshire Integrated HIV Prevention and Care Plan development process community population estimates which include, but are not limited to:
  - 1.3.1.9.1. The number of individuals diagnosed and living with HIV/AIDS within each Public Health Region;
  - 1.3.1.9.2. A comparison of the rate and percentages for the state; and

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- 1.3.1.9.3. A description of individuals at-risk for HIV infection based on rates of sexually transmitted diseases.
- 1.3.1.10. The Contractor shall review and evaluate options for meeting service needs by:
  - 1.3.1.10.1. Maximizing identified resources;
  - 1.3.1.10.2. Identifying barriers to resources; and
  - 1.3.1.10.3. Overcoming identified barriers, including coordinating Ryan White and HIV Prevention services with other health care delivery systems.
- 1.3.1.11. The Contractor shall present recommendations for improving service delivery, bridging gaps, and reducing duplicative services within the Ryan White and HIB Prevention service delivery system, as appropriate. The Contractor shall:
  - 1.3.1.11.1. Provide a written assessment of service gaps and unmet needs, in an electronic format acceptable to the Department, for Department review and approval upon a mutually agreed timeframe.
- 1.3.1.12. The Contractor shall make recommendations for future gap analysis with emphasis on perceived and unmet needs statewide. The Contractor shall:
  - 1.3.1.12.1. Develop a strategy for meeting training, education, and capacity needs of HIV providers, as identified by the assessment of service gaps and/or unmet needs.
  - 1.3.1.12.2. Provide a written strategy for meeting the needs of HIV providers, as identified by the assessment of service gaps and unmet needs, in an electronic format acceptable to the Department, for review and approval no later than August 31, 2022.
- 1.3.1.13. The Contractor shall make an in-person or virtual, as mutually agreed upon, presentation on the final Epidemiological Profile report to the Department no later than June 30, 2022.

## 1.3.2. Integrated HIV Prevention and Care Planning

- 1.3.2.1. The Contractor shall incorporate the HIV-CNA1.1 as described in Section 1.6.1. into the New Hampshire Integrated HIV Prevention and Care Plan development.
- 1.3.2.2. The Contractor shall conduct the following activities:

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- 1.3.2.2.1. Coordinate stakeholder engagement, including logistical planning of meetings and distribution of minutes and information as needed.
- 1.3.2.2.2. Maintain documentation of project in a shared, secure file with DPHS.
- 1.3.2.2.3. Coordinate quarterly meetings, including all logistics for all project and stakeholder meetings.
- 1.3.2.2.4. Comply with the rules, regulations, and policies as outlined by HRSA, Department, and BIDC.
- 1.3.2.3. The Contractor shall comply with legislative and programmatic planning requirements as outlined in the HRSA National Monitoring Standards, and as instructed by the Department. Universal, fiscal, and program monitoring standards, and NH CARE Standards of Care are available through the Department and at: <u>https://www.dhhs.nh.gov/dphs/bchs/std/provider-info.htm</u>.

## 1.3.2.4. The Contractor shall:

- 1.3.2.4.1. Review funder requirements (CDC and HRSA) for a Statewide Comprehensive Integrated HIV Prevention and Care Plan, available through the Department and online at: https://hab.hrsa.gov/sites/default/files/hab/progra m-grants-management/intergrated-hiv-guidance-6-2021.pdf.
- 1.3.2.4.2. Review available and relevant literature and data for HIV services in NH, including the Statewide Coordinate Statement of Need (SCSN) and the HIV National Strategic Plan.
- 1.3.2.4.3. Share literature and data with key stakeholders, collect feedback, and make recommendations for plan deliverables.
- 1.3.2.4.4. Develop a five key phases of integrated planning to ensure objectives are met.
- 1.3.2.5. The Contractor shall determine and plan submission requirements including a final published report according to the CY 2022-2026 CDC DHAP and HRSA HAB Integrated Prevention and Care Plan Guidance (see Checklist, Appendix 1 for project outline) which can be reviewed at

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https://hab.hrsa.gov/sites/default/files/hab/program-grantsmanagement/integrated-hiv-guidance-6-2021.pdf.

## 1.3.3. Environmental Public Health Tracking Program

1.3.3.1. The Contractor shall provide logistical support, including by not limited to: meeting planning, participant list development, invitation creation and distribution, meeting hosting, and a written summary for at least one focus group to conduct user testing of National Environmental Public Health Tracking (EPHT) Network data products that will guide future product development.

## 1.3.4. Development and Implementation of Prevention-Focused Training Programs General Training Requirements

- 1.3.4.1. The Contractor shall consult with the Department subject matter experts to develop and/or implement programspecific training programs for all programs described in this Contract.
- 1.3.4.2. The Contractor will ensure training programs are based on adult learning theories utilizing various training modalities in order to maximize reach.
- 1.3.4.3. The Contractor will ensure training modalities include, but are not limited to:
  - 1.3.4.3.1. In-classroom/virtual sessions.
  - 1.3.4.3.2. Web-based training.

1.3.4.3.3. Train-the-trainer sessions.

1.3.4.3.4. IDPICSS.

1.3.4.4. The Contractor shall assist with maintaining ongoing Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS) provider training programs in consultation with IDPICSS as defined in Section 1.13.1.

#### 1.3.5. Food Protection Section (FPS)

- 1.3.5.1. The Contractor shall, in consultation with FPS staff, develop training curricula and standard operating procedures for FPS staff and Food Service Establishment (FSE) inspectors in municipalities that are classified as self-inspecting.
- 1.3.5.2. The Contractor shall, in consultation with FPS staff, develop training curricular for staff from state agencies who conduct food safety inspections as on component of a more

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comprehensive operational inspection for Department staff.

- 1.3.5.3. The Contractor will, in consultation with FPS staff, develop training curricula for Food Service Workers including, but not limited to. Individuals who work in or for:
  - 1.3.5.3.1. Restaurants.
  - 1.3.5.3.2. Retail food stores.
  - 1.3.5.3.3. Schools.
  - 1.3.5.3.4. Caterers.

#### 1.3.6. Public Health Emergency Preparedness

1.3.6.1. The Contractor shall develop and implement training programs for Regional Public Health Network (RPHN) emergency preparedness coordinators, either in-person or web-based at the direction of the Department, including but not limited to:

1.3.6.1.1. New Hire orientation.

1.3.6.1.2. Continuing education.

- 1.3.6.1.3. Operational Readiness Review (ORR) requirements.
- 1.3.6.2. The Contractor shall develop and implement training programs for individuals who are engaged in regional PHEP planning and response including, but not limited to:

1.3.6.2.1. State employees.

1.3.6.2.2. Local municipal officials.

1.3.6.2.3. Healthcare preparedness personnel.

1.3.6.2.4. Volunteers.

- 1.3.6.3. The Contractor shall provide logistical support for Laboratory Response Network Trainings sponsored by the Public Health Laboratories, as needed.
- 1.3.6.4. The Contractor shall participate in the State Training and Exercise Program (STEP) workgroup that is convened by the Department.
- 1.3.6.5. The Contractor shall support the Bureau of Emergency Preparedness, Response, and Recovery (BEPRR) Volunteer Coordinator as requested. Responsibilities may include, but are not limited to:

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- 1.3.6.5.1. Coordinating regional training for volunteers.
- 1.3.6.5.2. Coordinating the annual integrated volunteer conference, per the tasks noted in Section 1.13.1.
- 1.3.6.5.3. Planning and conducting quarterly meetings of Medical Reserve Corps (MRC) and Community Emergency Response Team (CERT) leaders statewide.

## 1.3.7. Healthy Homes and Lead Poisoning Prevention Programs

- 1.3.7.1. The Contractor shall support the outreach and education activities of the program's Health Promotion Advisor as they pertain to the medical and early childhood education community.
- 1.3.7.2. The Contractor shall support the program's Health Educator by providing logistical support and coordination for two (2) virtual training programs, annually, made available to local Health Officers.

# 1.3.8. Environmental Public Health Tracking Program (EPHT)

- 1.3.8.1. The Contractor shall work with the program to implement virtual training sessions and materials on the new data portal to the Regional Public Health Networks which shall include:
  - 1.3.8.1.1. Providing a minimum of four (4) virtual training sessions to the thirteen (13) Regional Pubic Health Networks; and
  - 1.3.8.1.2. Developing a how-to guide for users of the DHHS Data Portal. The guide will include, but not be limited to, search, export, confidence intervals, trends, and geographies.

## 1.3.9. Radon Program

- 1.3.9.1. The Contractor shall support the outreach and education activities of the program as they pertain to radon resistant new home construction using methods which shall include, but are not limited to:
  - 1.3.9.1.1. Stakeholder outreach.
  - 1.3.9.1.2. Brochures or other printed materials.
  - 1.3.9.1.3. Three (3) virtual meetings that will target \_\_\_\_\_s contractors, home builders, home buyers, and

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realtors and provide continuing education credits, if applicable. Topics may include, but are not limited to: new radon resistant technologies, policy and advocacy, cost vs. mitigation, and working with home buyers and realtors.

- 1.3.9.2. The Contractor shall support the outreach and education activities of the program as they pertain to real estate professionals using methods which shall include, but are not limited to:
  - 1.3.9.2.1. Stakeholder outreach.
  - 1.3.9.2.2. Brochures or other printed materials.
  - 1.3.9.2.3. Two (2) virtual meetings, including credits, if applicable.
- 1.3.9.3. The Contractor shall plan and implement social media campaigns which shall include:
  - 1.3.9.3.1. Radon awareness training for new home buyers;
  - 1.3.9.3.2. Radon awareness training for real estate professional; and
  - 1.3.9.3.3. Radon awareness training for real estate development contractors.
- 1.3.9.4. The Contractor shall support the program's Health Educator by providing logistical support and coordination for two (2) virtual, annually, training programs made available to local Health Officers.

#### Logistical Support for Conferences, Meetings, and Planning Groups 1.4.

#### 1.4.1. General Logistical Support for Conferences

- 1.4.1.1. The Contractor shall provide logistical support for conferences, as approved by the Department, which shall include, but is not limited to:
  - documenting 1.4.1.1.1. Convening. facilitating, and meetings of each conference planning team.
  - 1.4.1.1.2. Developing the conference agenda in coordination with planning teams.
  - 1.4.1.1.3. Compiling e-mail lists to promote conferences using addresses supplied by members of the planning team.

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.4.1.1.4.	Designing	and	electi	ronically	put	olishing
	conference					
	announceme as funding a		nd othe	r markel	ling m	aterials

- 1.4.1.1.5. Designing the layout and printing materials for conference attendees.
- 1.4.1.1.6. Coordinating logistics with speakers.
- 1.4.1.1.7. Coordinating logistics with vendors and supporting their logistical needs during conferences.
- 1.4.1.1.8. Providing operations support during conferences including, but not limited to:
  - 1.4.1.1.8.1. Registering attendees;
  - 1.4.1.1.8.2. Coordinating IT needs;
  - 1.4.1.1.8.3. Coordinating with the conference site staff; and
  - 1.4.1.1.8.4. Conducting other activities typically associated with conference support.
- 1.4.1.1.9. Compiling data from evaluation forms completed by attendees, analyzing data, and providing written reports to programs.
- 1.4.1.1.10. Receiving payment from vendors, which shall be utilized for supporting conferences, with any additional funding to be utilized for activities funded by the program sponsoring the conference.
- 1.4.1.1.11 Facilitating reservations and logistics of each conference site.
- 1.4.1.1.12. Reporting all costs and income generated for each conference to the program funding the conference.

# 1.4.2. General Logistical Support for Committees and Planning Groups

- 1.4.2.1. The selected Applicant will provide logistical support, as approved by the Department, for conference committees and planning groups which may include, but is not limited to:
  - 1.4.2.1.1. Convening, facilitating, and documenting meetings, including those of subcommittees, work groups, or similar bodies.

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- 1.4.2.1.2. Developing meeting agendas in coordination with Department staff.
- 1.4.2.1.3. Disseminating announcements of meetings to members and posting publicly, as requested by the Department.
- contact information for all members of 1.4.2.1.4. Maintaining including committees. and/or planning groups. subcommittees, workgroups, or similar bodies.
- 1.4.2.1.5. Maintaining existing websites to inform members and the public of the purpose, membership, and activities of planning groups and committees.
- 1.4.2.1.6. Coordinating logistics with speakers.
- 1.4.2.1.7. Coordinating logistics with vendors and supporting their logistical needs during conferences.
- 1.4.2.1.8. Providing operations support during meetings including, but not limited to:
  - **Registering attendees** 1.4.2.1.8.1
  - Coordinating IT needs 1.4.2.1.8.2.
  - Coordinating with site staff 1.4.2.1.8.3
  - Publishing minutes 1.4.2.1.8.4
  - Conducting other activities typically associated 1.4.2.1.8.5. with meeting support
    - from evaluation forms 1.4.2.1.9. Compiling data completed by attendees, analyzing data, and providing written reports to programs.

#### **Healthcare Acquired Infections** 1.4.3.

- 1.4.3.1. The Contractor shall provide logistical support for up to eleven (11) meetings per year of the Antimicrobial Resistance Advisory Workgroup (ARAW).
- 1.4.3.2. The Contractor shall provide logistical and planning support for the annual Antimicrobial Stewardship Symposium for up to 400 attendees, which includes, but is not limited to, providing continuing education credits.

#### Infectious Disease Prevention, Investigation & Care Services 1.4.4. Section

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- 1.4.4.1. The Contractor shall provide logistical support to the NH HIV Planning Group (HPG) which includes, but is not limited to:
  - 1.4.4.1.1. A maximum of six (6) regular meetings of the full HPG.
  - 1.4.4.1.2. A maximum of thirty (30) committ4ee and/or workgroup meetings per year.

#### Immunization Program 1.4.5.

1.4.5.1. The Contractor shall provide logistical support for the annual Immunization Conference for approximately 400 attendees, which includes providing continuing education credits to attendees.

#### Public Health Emergency Preparedness 1.4.6.

1.4.6.1 The Contractor shall provide logistical and planning support for the annual NH Statewide Preparedness conference for up to 800 attendees.

#### Healthy Homes and Lead Poisoning Prevention Program 1.4.7.

- 1.4.7.1. The Contractor shall provide logistical support to the New England Lead Coordinating Committee (NELCC), which includes, but is not limited to:
  - 1.4.7.1.1. No more than four (4) virtual meetings of the full NELCC:
  - 1.4.7.1.2. No more than one (1) in-person committee and/or workgroup meeting per year for up to twenty (20) attendees; and
  - 1.4.7.1.3. Support and maintenance of the NELCC membership list serve.
- 1.4.7.2. The Contractor shall provide logistical and planning support for a minimum of one (1) regional dinner meeting, which has capacity for 120 attendees.
- 1.4.7.3. The Contractor shall provide logistical support to the Statewide Clinical Lead Advisory Committee which includes, but is not limited to, no more than three (3) virtual meetings, per Agreement period, of the full committee.
- 1.4.7.4. The Contractor shall support and maintain the Statewide Clinical Lead Advisory Committee membership list serve.
- 1.4.7.5. The Contractor shall provide logistical and planning support for the Environmental Health annual conference for an

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estimated 250 attendees.

## 1.4.8. Environmental Public Health Tracking Program (EPHT)

- 1.4.8.1. The Contractor shall provide logistical support to the EPHT Program for outreach to its Technical Advisory Group which includes, but is not limited to:
  - 1.4.8.1.1. Developing a membership list; and
  - 1.4.8.1.2. Organizing a minimum of two (2) virtual meetings, per Agreement period.

## 1.4.9. Radon Program

1.4.9.1. The Contractor shall provide logistical support to the Radon Program in the development and coordination of a new Radon Stakeholders Group, which includes a minimum of two (2) virtual meetings, anually.

### 1.5. Technical Assistance

- 1.5.1. Infectious Disease Prevention, Investigation & Care Services Section
  - 1.5.1.1. The Contractor shall, in consultation with the Department subject matter experts, identify and coordinate technical assistance providers to the Department, Department contractors, and service provider agencies.
  - 1.5.1.2. The Contractor shall conduct special projects as directed by the Department including, but not limited to:
    - 1.5.1.2.1. Communication plans;
    - 1.5.1.2.2. Trainings;
    - 1.5.1.2.3. Social media management;
    - 1.5.1.2.4 Development of social media posts to raise awareness about child, youth, and adult immunizations;
    - 1.5.1.2.5. Generation of summary report to inform programmatic decision making;
    - 1.5.1.2.6. Survey management and/or focus group facilitation;
    - 1.5.1.2.7. Project management; and
    - 1.5.1.2.8. Graphic design and creation of printed materials.

#### 1,5.2. Immunization Program

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- 1.5.2.1. The Contractor shall provide technical assistance to the Department to support the outreach and education efforts of the NH Immunization Program (NHIP) including, but not limited to:
  - 1.5.2.1.1. Organizing external stakeholders identified by the Department to assist with developing:
    - 1.5.2.1.1.1 Methods to foster communication; and
    - 1.5.2.1.1.2. Education and outreach tools and materials.
- 1.5.2.2. The Contractor shall conduct special projects as directed by the Department including, but not limited to:
  - 1.5.2.2.1. Communication plans;
  - 1.5.2.2.2. Trainings;
  - 1.5.2.2.3. Development of social media posts to raise awareness about child, youth and adult immunizations:
  - 1.5.2.2.4. Social media management including, but not limited to, strategic response to myths and misinformation, analyzing social media listening, and engagement on social media platforms for content and outreach effectiveness;
  - 1.5.2.2.5. Generation of summary report to inform programmatic decision-making;
  - 1.5.2.2.6. Development and dissemination of NH specific childhood vaccination toolkit for providers, schools, and other stakeholders to provide materials to promote childhood vaccines, answer parent questions, and address barriers to receipt of COVID-19 and routine vaccination;
  - 1.5.2.2.7. Survey management and/or focus group facilitations;
  - 1.5.2.2.8. Project management; and
  - 1.5.2.2.9. Graphic design and creation of printed materials.
- 1.5.2.3. The Contractor shall facilitate the work of the NH Immunization Coalition for the purposes of promoting public awareness of immunizations and improving vaccination rates for NH's residents by conducting activities including,

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## but not limited to:

- 1.5.2.3.1. Conveying external stakeholders, which may include the NH Public Health Association and others identified by the Department, to recruit and maintain coalition members representatives of the community, public and private health care organizations, state agencies, service agencies, and businesses;
- 1.5.2.3.2. Developing broad-based strategies and implementing activities to raise awareness of child, youth, and adult immunizations;
- 1.5.2.3.3. Developing and implementing educational and outreach strategies to increase the number of children, youth, and adults receiving immunizations;
- 1.5.2.3.4. Expanding partnerships through the private and public sector to increase awareness of immunizations through education, partnerships, and marketing;
- 1.5.2.3.5. Utilizing methods to foster communication; and
- 1.5.2.3.6. Developing and disseminating education and outreach tools and materials that target stakeholders who include, but are not limited to:
  - 1.5.2.3.6.1. Medical Professionals.
  - 1.5.2.3.6.2. Parents.
  - 1.5.2.3.6.3. Seniors.
  - 1.5.2.3.6.4. Other members of the public.
  - 1.5.2.3.6.5. Other entities engaged in promoting immunizations.

## 1.5.3. Public Health Emergency Preparedness

 The Contractor shall, in consultation with the Department subject matter experts, provide technical assistance to three (3) discrete groups directed toward meeting national standards described in the CDC's Public Health Emergency Preparedness Capabilities (October 2018, Updated January 2019) and subsequent editions. The groups are as follows:

1.5.3.1.1. Department preparedness;

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## New Hampshire Department of Health and Human Services Public Health Professional Support Services

## EXHIBIT B

- 1.5.3.1.2. Public health preparedness coordinators at the thirteen (13) organizations providing Regional Public Health Network services. Teaching assistance will be available to both individuals and as a group; and/or
- 1.5.3.1.3. Medical Reserve Corps (MRC) units recognized and registered with the U.S. Surgeon General, Office of Civilian Volunteer Medical Reserve Corps, to support recruitment, training, and deployment of the MRC volunteers.
- 1.5.3.2. The Contractor shall provide professional staff to support public health incident response at the direction of the Department, if requested.
- 1.5.3.3. The Contractor shall ensure that professional staff:
  - 1.5.3.3.1. Have the appropriate licensure, certification, and skills to meet the requests made by DPHS;
  - 1.5.3.3.2. Work the minimum hours requested by DPHS; and
  - 1.5.3.3.3. Submit all documentation regarding hours worked and other documentation, as requested.

## 1:5.4. Radon Program

- 1.5.4.1. The Contractor shall provide technical assistance for the collection of radon information and data which includes, but is not limited to:
  - 1.5.4.1.1. NH municipalities with existing building codes for radon resistant new construction;
  - 1.5.4.1.2. The estimated number of radon mitigations for existing homes per year;
  - 1.5.4.1.3. The estimated number of radon tests performed in NH per year; and
  - 1.5.4.1.4. Historical data from external partners and stakeholders for the purpose of updating the Department data portal.

## 1.5.5. Hospital Preparedness Program (HPP)

1.5.5.1. The Contractor shall provide technical assistance to MRC and Community Emergency Response Team (CERT) leaders throughout the state.

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## New Hampshire Department of Health and Human Services Public Health Professional Support Services

# EXHIBIT B

## **1.6.** Development and Production of Educational Materials

### 1.6.1. General Standards for Educational Materials

- 1.6.1.1. The Contractor shall, in consultation with the Department subject matter experts, develop and/or produce educational materials on topics identified by Department staff.
- 1.6.1.2. The Contractor shall obtain Department approval prior to distribution of any produced materials, and ensure all materials produced give credit to the funding source utilized to create the materials.
- 1.6.1.3. The Contractor shall ensure all materials are developed in accordance with CDC recommendations specified in Simply Put: Guide to Developing Easy-To-Understand Materials, CDC July 2010, including any updates that may be issued by the CDC.

## 1.6.2. Infectious Disease Prevention, Investigation & Care Services Section

- 1.6.2.1. The Contractor shall, in consultation with the Department, maintain and update the HIV Planning Group (HPG) and the Granite State PrEP Connect websites.
- 1.6.2.2. The Contractor shall, in consultation with the Department, create social media posts relevant to infectious disease prevention topics.

## **1.6.3.** Immunization Program (IP)

- 1.6.3.1. The Contractor shall, in consultation with the Department, develop and conduct a statewide education campaign effort for testing and prevention of COVID-19 among travelers. The Contractor shall:
  - 1.6.3.1.1. Create and disseminate printed, poster and website materials on the availability and access of the following, which shall include but is not limited to:
    - 1.6.3.1.1.1. COVID-19 testing;
    - 1.6.3.1.1.2. Quarantine guidance; and
    - 1.6.3.1.1.3. Guide on prevention of COVID-19 during travel.
  - 1.6.3.1.2. Distribute the materials of all travel hubs in NH, which shall include, but are not limited to:

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## New Hampshire Department of Health and Human Services Public Health Professional Support Services

## **EXHIBIT B**

- 1.6.3.1.2.1. Airports;
- 1.6.3.1.2.2. Bus stations;
- 1.6.3.1.2.3. Highway gas stations; and
- 1.6.3.1.2.4. Other ports of entry, as identified by the Department.
- 1.6.3.1.3. Distribute personal protective materials, which include but are not limited to, facemasks and hand sanitized, as purchased by the Contractor.
- 1.6.3.1.4. Ensure all materials have a graphic design label, as approved by the Department.

## 1.6.4. Healthy Homes and Lead Poisoning Prevention Program

- 1.6.4.1 The Contractor shall assist the program's Health Educator, with the development of outreach and educational materials, that include, but are not limited to:
  - 1.6.4.1.1. Development and coordination of at least two (2) social media campaigns;
  - 1.6.4.1.2. Design and limited printing (500 copies) of an annual 4 to 6 page blood lead surveillance report, and
  - 1.6.4.1.3. Maintenance and quarterly updates to the About Lead Free Kids NH – Lead Free Kids NH website.

## 1.6.5. Radon Program

- 1.6.5.1. The Contractor shall develop educational materials for the radon program, in collaboration with the program, that are appropriate for 5<sup>th</sup> to 8<sup>th</sup> grade science students, which include, but are not limited to:
  - 1.6.5.1.1. Creating a stakeholder outreach list and securing a minimum of five (5) schools to participate;
  - 1.6.5.1.2. Developing curriculum; and

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1.6.5.1.3. Promoting and organizing a poster contest.

#### 1.6.6. Core Services Planning

1.6.6.1. The Contractor shall implement an annual survey of program clients for the purpose of core services planning, in consultation with care services staff.

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## New Hampshire Department of Health and Human Services Public Health Professional Support Services

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#### 1.7. Develop and Implement Evaluation Plans

1.7.1. The Contractor shall develop evaluation plans, in consultation with Department subject matter experts, which clearly outline goals, objectives, activities, outputs, outcomes, and performance measures.

## 1.8. Update Strategic Plans

#### 1.8.1. General Assistance with Strategic Plans

- 1.8.1.1. The Contractor shall, in consultation with the Department, subject matter experts, assist the Department with:
  - 1.8.1.1.1. Updating pre-existing strategic plans; and
  - 1.8.1.1.2. Outlining goals, objectives, activities, outputs, outcomes, and performance measures for various programs.

## **1.9.** Maximize the Efficient Use of Resources

- 1.9.1. Infectious Disease Prevention, Investigation & Care Services Section (IDPICSS)
  - 1.9.1.1. The Contractor shall facilitate reimbursements of costs incurred by approximately five (5) public members of the NH HPG and/or contracted vendors to attend out-of-state conferences identified by the Department, as well as mileage costs to attend in-state meetings.
  - 1.9.1.2. The Contractor shall procure and disperse prevention supplies as determined by the Department to a minimum of six (6) clinics funded by the Department to provide testing and treatment for sexually transmitted infections and HIV.
  - 1.9.1.3. The Contractor shall procure, manage, and disperse prevention and self-testing supplies for NH residents, as directed by the Department.
  - 1.9.1.4. The Contractor shall develop and maintain an online ordering system that enables NH residents and partners to order prevention and self-testing supplies.

### 1.9.2. Coordination and Logistics, Web-Based Training

1.9.2.1. The Contractor shall, in consultation with the Department, coordinate and monitor ongoing provider and/or DPHS staff technical assistance and facilitate reimbursement to vendors for web-based case management entry-level competency training modules and other programs as designated by the Department.

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## New Hampshire Department of Health and Human Services Public Health Professional Support Services

# EXHIBIT B

1.9.2.2. The Contractor shall develop and maintain a participant/user tracking system for the comprehensive selfdirected, web-based medical cases management training.

#### 1.9.3. Public Health Emergency Preparedness

1.9.3.1. The Contractor shall provide access to E-Studio, a webbased collaboration system, to the Regional Public Health Networks and the Department.

#### 2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

## 3. Reporting Requirements

### 3.1. Needs Assessments and Integrated Planning

- 3.1.1. The Contractor shall conduct training needs assessments for eleven (11) MIECHV home visiting sites.
- 3.1.2. The Contractor shall provide a review of the epidemiological profile to the Department for review and approval no later than June 30, 2022.
- 3.1.3. The Contractor shall provide a review of service gaps and unmet needs with the Ryan White and HIV Prevention service delivery system to the Department for review and approval on a date mutually agreed upon by both parties.
- 3.1.4. The Contractor shall provide a written strategy for meeting the needs of HIV providers as identified by the assessment of service gaps and unmet needs no later than June 30, 2022.
- 3.1.5. The Contractor shall make an in-person presentation of the final Epidemiological Profile report to the Department no later than November 31, 2022.

#### 3.2. Integrated HIV Prevention and Care Plan

3.2.1. The Contractor shall develop and prepare the required written

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## New Hampshire Department of Health and Human Services Public Health Professional Support Services

# EXHIBIT B

components of the integrated strategic plan including, but not limited to:

- 3.2.1.1. Executive Summary of Integrated Plan and Statewide Coordinated Statement of Need;
- 3.2.1.2. Situational analysis;
- 3.2.1.3. 2022-2026 goals and objectives;
- 3.2.1.4. Jurisdictional monitoring plan; and
- 3.2.1.5. Letters of Concurrence as outlined in CDC DHAP and HRSA guidance.
- 3.2.2. The Contractor shall:
  - 3.2.2.1. Maintain quarterly meetings and email communication with IDPICSS staff.
  - 3.2.2.2. Submit a written final summary on or before May 31, 2022.
  - 3.2.2.3. Present a final written report on or before June 30, 2022.
  - 3.2.2.4. Develop strategic plan recommendations and submit final work plan to DPHS for final approval on or before August 30, 2022.
  - 3.2.2.5. Conduct a minimum of four (4) strategic planning sessions with stakeholders before November 15, 2022.

## 3.2.3. Immunization Program

- 3.2.3.1. The Contractor shall:
  - 3.2.3.1.1. Participate in monthly meetings/calls and maintain email communication with NHIP staff.
  - 3.2.3.1.2. Hold NH Immunization Coalition meetings at least quarterly.
  - 3.2.3.1.3. Submit NH Immunization Coalition Meeting Agenda to the Immunization Program at least five (5) business days in advance of each meeting. Submit NH Immunization Coalition meeting minutes with meeting attendance list to the Immunization Program within five (5) business days following each meeting.
  - 3.2.3.1.4. Submit quarterly written reports for the Immunization Program and the Immunization Coalition to describe project administration and coordination which includes, but is not limited to:

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# **EXHIBIT B**

summary of social media listening/engagement sessions, communications, program and project oversight, reporting, programmatic activities, successes, challenges/barriers, meeting minutes, and project deliverable timelines.

- 3.2.3.1.5. Develop strategic plan recommendations and submit work plan to DPHS for final approval on or before 60 days after Governor & Executive Council approval.
- 3.2.3.1.6. Conduct a minimum of four (4) strategic planning sessions with stakeholders per year.
- 3.2.3.1.7. Submit final drafts of NH specific childhood vaccination toolkits: one (1) for schools and one (1) for general public by June 30, 2022.
- 3.2.3.1.8. Submit conference budget proposal for program approval by February 15, 2022, for the Immunization Fall 2022 conference.
- 3.2.3.1.9. Submit conference budget proposal for program approval by October 15, 2022, and annually thereafter for fall conferences.
- 3.2.3.1.10. Submit monthly reporting of conference expenditures and revenues to include expenditures per the NH Immunization Conference – Income & Expense Detail Sheet, as provided by the Department.

## 4. Performance Measures

- 4.1. The Contractor shall meet or exceed performance measures for Develop and Implement Prevention-Focused Training Programs, as follows:
  - 4.1.1. A minimum of 85% of participant's rate training programs as not less than 'Very Good' in evaluation surveys.
- 4.2. The Contractor shall meet or exceed performance measures for Logistical Support for Conferences, Meetings and Planning Groups as follows:
  - 4.2.1. A minimum of 85% of conference planning committee members rate logistical support for conferences as not less than 'Very Good' in evaluation surveys.
  - 4.2.2. A minimum of 85% of conference participants rate the elements pertaining to conference logistics as not less than 'Very Good' in evaluation surveys.

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- 4.2.3. A minimum of 85% of workgroup participants rate elements pertaining to workgroup logistics as not less than 'Very Good' in evaluation surveys.
- 4.2.4. A minimum of 85% of planning group members rate meeting logistics as no less than 'Very Good' in evaluation surveys.
- 4.3. The Contractor shall meet or exceed performance measures for Provide Technical Assistance, as follows:
  - 4.3.1. A minimum of 90% of all requests for high-priority consultation services are responded to within twenty-four (24) hours.
  - 4.3.2. A minimum of 90% of all requests for high-priority technical assistance are responded to within twenty-four (24) hours.
- 4.4. The Contractor shall identify barriers to meeting performance measures on a semi-annual basis and provide a corrective action plan which:
  - 4.4.1. Identifies barriers to success;
  - 4.4.2. Includes a work plan for mitigating barriers; and
  - 4.4.3. Includes a timeline in which compliance with performance measures will be met.
- 4.5. The Contractor shall ensure the following performance outcomes and measures are achieved and monitored throughout the contract period to measure the effectiveness of the agreement:
  - 4.5.1. 100% of staff deployed have the appropriate licensure, certification, and skills.
  - 4.5.2. 100% of staff deployed submit all required documentation.
- 4.6. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.7. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.8. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

## 5. Additional Terms

## 5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. 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

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## New Hampshire Department of Health and Human Services Public Health Professional Support Services

## EXHIBIT B

and expenditure requirements under this Agreement so as to achieve compliance therewith.

#### 5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

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

#### 5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement. "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 5.3.3.1. Brochures.
  - 5.3.3.2. Resource directories.
  - 5.3.3.3. Protocols or guidelines.
  - 5.3.3.4. Posters.
  - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

#### 6. Records

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- 6.1. The Contractor shall keep records that include, but are not limited to:
  - 6.1.1. Books, records, documents and other electronic or physical data KR. evidencing and reflecting all costs and other expenses incurred by the

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## New Hampshire Department of Health and Human Services Public Health Professional Support Services

## EXHIBIT B

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

- 6.1.2. 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.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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# New Hampshire Department of Health and Human Services Public Health Professional Support Services EXHIBIT C

_		Payment Terms
1.	This <i>i</i>	Agreement is funded by:
	1.1.	2% Environmental Public Health and Emergency Response, as awarded on May 20, 2021, by the United States Department of Health and Human Services (HHS), CFDA 93.070, FAIN# NUE1EH001357-04.
	<b>1.2</b> .	7%, Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children, as awarded on 8/5/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.197, FAIN# NUE2EH001457.
	1.3.	8%, Performance Partnership Grants, as awarded on 7/14/2021, by the United States Environmental Protection Agency (EPA), CFDA 66.605, FAIN# BG00100731.
	1.4.	6%, State Indoor Radon Grants, as awarded on 9/13/2021, by the United States Environmental Protection Agency (EPA), CFDA 66.032, FAIN# 00162332.
	1.5.	2%, National Bioterrorism Hospital Preparedness Program, as awarded on 7/1/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.889, FAIN# U3REO190580.
	1.6. -	8%, Public Health Emergency Preparedness, as awarded on 5/12/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.069, FAIN#. NU90TP922018
· .	<sup>- 1</sup> .7.	9%, Immunization Cooperative Agreements, as awarded on 3/31/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.268, FAIN# NH23IP922595.
•	<b>1.8.</b> -	9%, Immunization Cooperative Agreements, as awarded on 7/1/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.268, FAIN# NH23IP922595.
	1.9.	17%, HIV Prevention Activities Health Department Based, as awarded on 3/8/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.940, FAIN# NU62PS924538.
	1.10.	10%, ELC Enhancing Detection Funding, as awarded on May 18, 2020 by the Center for Disease Control & Prevention (CDC), CFDA 93.323, FAIN# NU50CK000522.
	<b>1.11</b> .	<u>4%</u> General funds.
	<b>1.12</b> .	18% Other funds (include specific information if available).
2.	For th	e purposes of this Agreement:
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## New Hampshire Department of Health and Human Services Public Health Professional Support Services EXHIBIT C

- 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. The de minimis Indirect Cost Rate of 21.2% applies in accordance with 2 CFR §200.414.
- 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-44, Budget.
- 4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
- 5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to <u>DPHSContractBilling@dhhs.nh.gov</u>, or invoices may be mailed to:

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

- 6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
- 10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

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## New Hampshire Department of Health and Human Services Public Health Professional Support Services EXHIBIT C

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

## 12. Audits

- 12.1. The Contractor must email an annual audit to <u>melissa.s.morin@dhhs.nh.gov</u> if any of the following conditions exist:
  - 12.1.1. Condition A The Contractor expended \$750,000 or more in federal funds received as a subjectipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
  - 12.1.2. Condition B The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
  - 12.1.3. Condition C The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department 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.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year:
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-41, SFY 2023 Budget

### New Hampshire Department of Health and Human Services

Contractor Name: JSI Research & Training Institute, Inc.

Project Title: HIV\_Public Health Professional Support Services

Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)

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JSI Research Training Institute RFA-2022-DPHS-05-PUBLIC Exhibit C-41, SFY 2023 Budget Page 1 of 1

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### New Hampshire Department of Health and Human Services Exhibit D



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Date

12/6/2021

Vendor Initials

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 1 of 2

CU/OHHS/110713

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### New Hampshire Department of Health and Human Services Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; 1.6. Taking one of the following actions; within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6. 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant. Place of Performance (street address, city, county, state, zip code) (list each location) Check I if there are workplaces on file that are not identified here. Vendor Name: uSigned by: Katherine Robert 12/6/2021 Katherine Robert Date Name: Title: Director Exhibit D - Certification regarding Drug Free Vendor Initials Workplace Requirements 12/6/2021 CU/ORHS/110713 Page 2 of 2 Date

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## New Hampshire Department of Health and Human Services Exhibit E



# CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

Date

DocuSigned by:	
Katherine	Robert

Name Katherine Robert Title: Director

Exhibit E - Certification Regarding Lobbying

CU/DHHS/110713

Page 1 of 1

Vendor Inilials

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### New Hampshire Department of Health and Human Services Exhibit F



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

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

## INSTRUCTIONS FOR CERTIFICATION

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

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters

CU/OHHS/110713

Page 1 of 2

Contractor Initials 12/6/2021 Date

#### New Hampshire Department of Health and Human Services Exhibit F



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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

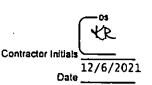
DocuSioned by:

Katherine Robert

Name Katherine Robert Tille: Director

12/6/2021 \_\_\_\_\_ Date

> Exhibit F - Certification Regarding Debarment, Suspansion And Other Responsibility Matters Page 2 of 2



# New Hampshire Department of Health and Human Services Exhibit G



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

VR.

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

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# New Hampshire Department of Health and Human Services Exhibit G



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

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

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

# 

12/6/2021

Date

Katherine Robert

Name Katherine Robert

Title: Director

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

#### New Hampshire Department of Health and Human Services Exhibit H



# CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

12/6/2021

Date

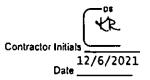
-Docusioned by: Katherine Robert

Name: Katherine Robert Title: Director

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Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1



New Hampshire Department of Health and Human Services

# Exhibit I



# HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

### (1) <u>Definitions</u>.

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

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 1 of 6 Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit I

- "<u>Required by Law</u>" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. <u>"Unsecured Protected Health Information"</u> means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. <u>Other Definitions</u> All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.
- (2) Business Associate Use and Disclosure of Protected Health Information.
  - Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

a.

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6 Contractor Initiats

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



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

Exhibit I

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

# (3) Obligations and Activities of Business Associate.

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

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

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

3/2014

C.

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6 Contractor Initials

# New Hampshire Department of Health and Human Services



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

Exhibit I

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to the purposes that make the return or destruction infeasible, for so long as Business

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 4 of 6 Contractor Initials

New Hampshire Department of Health and Human Services



Exhibit I

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

#### (4) Obligations of Covered Entity

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

# (5) <u>Termination for Cause</u>

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

#### (6) <u>Miscellaneous</u>

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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 5 of 6 Contractor Initiats

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services

The State or Patricia M. Tilley

Signature of Authorized Representative

Patricia M. Tilley

Name of Authorized Representative Director.

Name of Authorized Representative

Name of the Contractor

Katherine Robert

Katherine Robert

**Title of Authorized Representative** 

12/6/2021

Date

Director

12/6/2021

Title of Authorized Representative

JSI Research & Training Institute, Inc.

Signature of Authorized Representative

f.

Date

Contractor Initials

3/2014

Exhibit I Health Insurance Portability Act **Business Associate Agreement** Page 6 of 6

#### New Hampshire Department of Health and Human Services Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1. Name of entity
- 2. Amount of award
- 3. Funding agency.
- 4. NAICS code for contracts / CFDA program number for grants
- 5. Program source
- 6. Award title descriptive of the purpose of the funding action
- 7. Location of the entity
- 8. Principle.place of performance
- 9. Unique identifier of the entity (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.

Contractor Name:

DocuSioned by:

12/6/2021

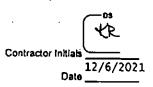
Date

Katherire	Robert

Name: Katherine Robert Title:

<sup>ue:</sup> Director

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2



CU/DHHS/110713

#### New Hampshire Department of Health and Human Services Exhibit J



#### FORM A

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

- 14-5729117 1. The DUNS number for your entity is:
- 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?

NÔ

\_\_\_\_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?

X YES NO

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:

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance

CU/DHHS/110713

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### New Hampshire Department of Health and Human Services

# Exhibit K



# DHHS Information Security Requirements -

#### A. Definitions

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

- "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.
- "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.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

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12/6/2021 Date

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

# Exhibit K



## **DHHS Information Security Requirements**

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

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "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.
- "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.
- "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.
  - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

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

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# **DHHS Information Security Requirements**

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

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 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.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 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.
- File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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**DHHS Information Security Requirements** 

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

- 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

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

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# New Hampshire Department of Health and Human Services

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**DHHS Information Security Requirements** 

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

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

#### B. Disposition

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

# IV. PROCEDURES FOR SECURITY

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

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# **DHHS Information Security Requirements**

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 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.
- If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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# **DHHS Information Security Requirements**

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

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy-Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology, Refer to Vendor Resources/Procurement at https://www.nh.gov/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.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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## New Hampshire Department of Health and Human Services

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# **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.<sup>2</sup> 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;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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# New Hampshire Department of Health and Human Services

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# **DHHS Information Security Requirements**

 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

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