





Commissioner José Thier Montero Director

#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527 603-271-6891 1-800-852-3345 Ext. 6891 Fax: 603-271-5318 TDD Access: 1-800-735-2964



July 25, 2013

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, New Hampshire 03301

Sole Servere 100% General

#### REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Chronic Disease Prevention and Screening Section, Tobacco Prevention and Control Program, to enter into a sole source agreement with JSI Research and Training Institute Inc., dba Community Health Institute, Vendor #161611-B001, 501 South Street, Second Floor, Bow, NH 03304, in an amount not to exceed \$250,000 to provide nicotine replacement patches and behavioral change counseling to NH residents that smoke and want assistance to quit to be effective September 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds are available in the following account for \$FY 2014 and \$FY 2015 upon availability and continued appropriation of funds in future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5608 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, TOBACCO PREVENTION PROGRAM

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90018005	\$125,000.00
SFY 2015	102-500731	Contracts for Prog Svc	90018005	\$125,000.00
			Total	\$250,000.00

#### **EXPLANATION**

This sole source request is being made because JSI Research and Training Institute, Inc. dba Community Health Institute has unique qualifications and expertise with tobacco prevention and control. The vendor's previous experience with quitline enhancement activities in NH and their existing work within the Rhode Island and Massachusetts Tobacco programs Helplines makes this contractor ideally suited for enhancing quitline

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council July 25, 2013 Page 2

services to NH residents that request assistance with quitting obacco. Funds in this agreement will be used to purchase and distribute nicotine replacement therapy patches to NH residents that are ready to quit in 30 days.

The US Public Health Service Clinical Practice Guidelines: *Treating Tobacco Use and Dependence* demonstrates that the likelihood of successful quitting correlates with the intensity of treatment. The Public Health Guidelines indicate that tobacco treatment medication plus behavior change counseling results in higher quitting success rates than counseling alone or medication alone.

According to 2013 services data collected from NH Tobacco Helpline, of those completing a Screener Call, 41% have an academic achievement of high school diploma or equivalent; 66% are insured through the Centers for Medicare and Medicaid Services or uninsured. These populations are the most vulnerable to the health and economic effects of tobacco use. The economic burden to NH in tobacco-related medical costs is staggering and more costs are incurred economically in lost productivity and higher health insurance costs for all.

There is a substantial return on investment for funding tobacco treatment through state quitlines. Massachusetts conducted research on providing Medicaid participants with nicotine replacement therapy through their program. The study showed that showed that for every \$1.00 spent in program costs, \$3.12 was realized in medical savings, for a \$2.12 return on investment to the MassHealth Program. Further, the study found that participation in the program was associated with statistically significant reductions in hospital inpatient admissions for acute myocardial infarction, coronary atherosclerosis, other heart disease, and non-specific chest pain.

Should Governor and Executive Council not authorize this Request an opportunity to improve health outcomes and reduce health care costs in a vulnerable population will not be realized.

The following performance measures will be used to measure the effectiveness of the agreement.

NH Tobacco Helpline through 1-800-QUIT-NOW, www.TryToStopNH.org, or texting CALLME to 22122

- Increase the number of clients contacting the above services that:
  - o state readiness to quit within 30 days from 0 to 50 clients monthly;
  - o complete a screening for tobacco treatment medication from 0 to 100 clients monthly;
  - o are mailed tobacco treatment medication from 0 to 100 clients monthly;
  - O Number of clients that contact this service that are mailed additional weeks of tobacco treatment medication tailored to their needs over the contract term.
- Implement a screening tool to eliminate clients contacting the above services that have contraindications to wearing the nicotine patch, and for exclusive eligibility for counseling services.

#### QuitWorks NH

- Increase the number of clients that are referred through their provider to this service that:
  - o state readiness to quit within 30 days from 0 to 75 clients monthly;
  - o complete a screening for tobacco treatment medication from 0 to 75 clients monthly;
  - o are mailed tobacco treatment medication from 0 to 75 clients monthly;
  - o are mailed additional weeks of tobacco treatment medication tailored to their needs over the contract term.

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council July 25, 2013 Page 3

Area served: Statewide.

Source of Funds: 100% General Funds.

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

Respectfully submitted,

Dr. José Thier Montero, MD, MHCDS

Director

Approved by:

Nicholas A. Toumpas Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

Subject:

Expanding NH Tobacco Helpline Services with Tobacco Treatment Medication

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

1. IDENTIFICATION.	GENERAL	I KO V IS						
1.1 State Agency Name		1.2	tate Agency Address					
NH Department of Health and H	luman Services	29 Haz	en Drive					
Division of Public Health Service	es	Concor	d, NH 03301-6504					
1.3 Contractor Name		1.4	ontractor Address					
JSI Research and Training Instit Institute	ute, Inc. dba Community Health	501 So	th Street, Second Floo	r, Bow, New Hampshire 03304				
1.5 Contractor Phone	1.6 Account Number	1.7	Completion Date	1.8 Price Limitation				
Number								
(603) 573-3300		June 30	2015	\$250,000				
	05-95-90-902010-5608-102-							
	500731							
1.9 Contracting Officer for	State Agency	1.10	State Agency Telepho	one Number				
Line I Duine MCNI ADDNI		602.27	1 4501					
Lisa L. Bujno, MSN, APRN Bureau Chief		603-27	1-4301					
1.11 Contractor Signature		1.12	Name and Title of Co	entractor Signatory				
		****						
			Q	nt. Black the				
1.13 Acknowledgement: State	e of NH, County of Merlim a		nathan Stewar	rt,_Director				
On 7/23/! Before the undersigned	ed officer, personally appeared the	person id	entified in block 1.12, o	or satisfactorily proven to be the				
person whose name is signed in	block 1.11, and acknowledged tha	t s/he exe	cuted this document in	the capacity indicated in block				
1.12.								
1.13.1 Signature of Notary Public or Justice of the Peace								
1/2/								
KYNOWN-								
[Seal] ~7	anni an Instina af the Dance							
	E Notary Public of the Peace							
My Commission Expir	es December 3, 2013							
1.14 State Agency Signatur	re	1.15	Name and Title of Sta	ate Agency Signatory				
- 2 01/		I ion I	Puine Pureeu Chief					
Sisa		LISA L.	Bujno, Bureau Chief					
1.16 Approval by the N.H.	Department of Administration,	Division (	f Personnel (if applica	able)				
By:		Directo	r, On:					
1.17 Approval by the Attor	ney General (Form, Substance a	nd Execu	ition)	-				
Ву:		On:	29 11.20	/3				
Kanne P. 1	Henick Allorney rnor and Executive Council							
1.18 Approval by the Gove	rnor and Executive Council							
D		0						
By:		On:						

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2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

### 5. CONTRACT PRICE/PRICE LIMITATION/

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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.

affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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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Contractor Initials:

Date: 07/23

#### 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 remedied, 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 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 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.
- 9.2 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.
  9.3 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.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

# 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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1 2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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Contractor Initials: \_

itials: 7 Date: 07/23/13 certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

#### 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. 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. WAIVER OF BREACH. 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.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

- 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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

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#### Exhibit A

#### Scope of Services

Expanding NH Tobacco Helpline Services with Tobacco Treatment Medication

CONTRACT PERIOD: September 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: JSI Research and Training Institute, Inc. dba Community

**Health Institute** 

ADDRESS: 501 South Street, 2nd Floor

Bow, NH 03304

**DIRECTOR:** Jonathan Stewart TELEPHONE: (603) 573-3300

#### The Contractor shall:

- 1. Implement a protocol that distributes free nicotine replacement therapy (NRT) to NH callers that self-refer through 1-800-QUIT-NOW, www.TryToStopNH.org, texting CALLME to 22122 and fax/electronic referral using www.QuitWorksNH.org for those that want to quit using tobacco.
  - 1.1. Develop a script to screens clients for contraindications to the nicotine replacement patch.
  - 1.2. Retain a storage area for bulk purchasing of US Food and Drug Administration (FDA) approved nicotine patches.
  - 1.3. Purchase nicotine patches in bulk.
  - 1.4. Mail 2-weeks of nicotine patches to clients that have no contraindications and accept one of the five treatment counseling calls.
  - 1.5. Clients that accept three or more counseling calls may be eligible for a need-tailored program for additional nicotine patches.
  - 1.6. Follow up with all clients 6-months post-enrollment to complete a satisfaction survey and assess quit
- 2. Ensure that operational, counseling and data systems have full capacity to accept increased volume due to free NRT campaigns.
  - 2.1. Intake Screener Scripts will include items complying with the Minimal Data Set to collect general demographic information from NH clients.
  - 2.2. Submit to Tobacco Prevention Cessation Program (TPCP) the following monthly reports for the term of the contract: Call Volume, Demographics, Provider Utilization, How Heard, Cities Served and Texting Demographics.
  - 2.3. Create the following reports for the Centers for Disease Control and Prevention (CDC): Data Warehouse
  - 2.4. Arrange for overflow capacity with secondary quitline vendor pending substantial increase in NH call volume.
- 3. Engage with health care systems that are interested in installing evidence-based tobacco treatment elements into electronic medical records (EMR) for the purpose of efficiently referring and receiving feedback through QuitWorks-NH.

3.1. Identify at least two health care systems interested in adopting tobacco treatment protocols into the EMR.

Standard Exhibits A - J September 2009 Page 1 of 24

Date: 07/23/13

Contractor Initials:

- 3.2. Provide training and technical assistance in the evidence-based tobacco treatment model Ask, Assist and Refer to QuitWorks-NH, including targets for performance measures.
- 3.3. Coordinate work plans with Information Technology staff within the healthcare systems for installing and testing an E-Referral system to QuitWorks-NH.

3.4. Monitor referrals for a minimum of 30 days to ensure operational fidelity.

Standard Exhibits A – J September 2009 Page 2 of 24 Contractor Initials: Date: 07/23/13

#### Exhibit B

#### Purchase of Services Contract Price

Expanding NH Tobacco Helpline Services with Tobacco Treatment Medication

Vendor #161611-B001

Job #90018005

Appropriation #05-95-90-5608-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed: \$250,000.00 for expanding NH Tobacco Helpline services with cessation medication for NH residents ready to quit tobacco and passing a screening for contraindications, founded from 100% General Funds.

#### TOTAL: \$250,000.00

- 2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
- 3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
- 4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
- 5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
- 6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
- 7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

Standard Exhibits A – J September 2009 Page 3 of 24

Date: 07/23/13

Contractor Initials:

#### Exhibit C

#### SPECIAL PROVISIONS

- 1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
- 2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 4. Documentation: In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
- 6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
- 7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such
- Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
  - Renegotiate the rates for payment hereunder, in which event new rates shall be established; 8.1

Standard Exhibits A - J September 2009 Page 4 of 24

Contractor Initials: Date: 07/23/13

- 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 8.3 Demand repayment of the excess payment by the repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

#### RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

- 9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
  - 9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to 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.
  - 9.2 Statistical Records: Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 10. Audit: Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
  - 10.1 Audit and Review: During the term of this Contract 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 Contract for purposes of audit, examination, excerpts and transcripts.
  - 10.2 Audit Liabilities: 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.
- 11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

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Date: 07/23/13

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responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

- 12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department
  - 12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
- 13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review 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.
- 14. Credits: All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole 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.
- 15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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16. Insurance: Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. These amounts may NOT be modified.

(1) The contractor certifies that it <u>IS</u> a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does <u>not</u> exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.

✓ (2) The contractor certifies it does <u>NOT</u> qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess, and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence, and.

#### 17. Authority to Adjust

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Source(s), to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between Sate Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

The remainder of this page is intentionally left blank.

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### 18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

#### 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

### 19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the Agreement.
- 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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#### **SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT**: NH Department of Health and Human Services.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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#### Standard Exhibit D

#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 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 5151-51-5160 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 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 certification 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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) 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;
  - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) 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);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and

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Date: 07/23/13

- (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (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 has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (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
  - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

Check 

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

JSI Research and Training, Inc. dba Community Health Institute From: 9/1/2013 or date of G&C Approval, whichever is later To: 6/30/2015

Contractor Name

Period Covered by this Certification

Jonathan Stewart, Director

Name and Title of Authorized Contractor Representative

Contractor Representative Signature

07/23/13

Date

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#### Standard Exhibit E

#### CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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

Contract Period: 9/1/2013 or date of G&C Approval, whichever is later, through 6/30/2015

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.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

7/19/	Director	
Contractor Signature	Contractor's Representative Title	
JSI Research and Training, Inc. dba Community Health Institute	07/23/13	
Contractor Name	Date	

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Standard 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 transition. If it is later determined that the prospective primary participant 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 transition," used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule
- 6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed 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 covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier transaction, unless it knows that the certification is erroneous. A participant may decide the method and check the Nonprocurement List (of excluded parties).

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

#### PRIMARY COVERED TRANSACTIONS

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
  - c. are not presently indicted for otherwise criminally or state or local) with commission of any of the offenses and enumerated in paragraph 1 b of this certification;
  - d. 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.
- 2. 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**

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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 Signature

Contractor's Representative Title

JSI Research and Training, Inc. dba Community Health Institute

Contractor Name

Director

Contractor's Representative Title

Date

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#### Standard Exhibit G

#### CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Director

Contractor Signature

Contractor's Representative Title

JSI Research and Training, Inc. dba Community Health Institute

O7/23/13

Contractor Name

Date

#### STANDARD 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.
SIIF	Director
Contractor Signature	Contractor's Representative Title
JSI Research and Training, Inc. dba Community	
Health Institute	07/23/13
Contractor Name	Date

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# STANDARD EXHIBIT I HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 and those parts of the HITECH Act 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.

#### **BUSINESS ASSOCIATE AGREEMENT**

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

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

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- k. "<u>Protected Health Information</u>" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "<u>Security Rule</u>" 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, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

Contractor Initials:

Date: 07/23/13

Standard Exhibits A – J September 2009 Page 18 of 24 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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 Section (3)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

Contractor Initials:

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- h. Business Associate shall document such disclosures of a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate 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.

Contractor Initials:

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#### (5) Termination for Cause

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

#### (6) Miscellaneous

- a. <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, and the HITECH Act as 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 and the HITECH Act.
- e. <u>Segregation</u>. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. <u>Survival</u>. 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials

Date: 07/23/13

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IN WITNESS WHEREOF, the parties hereto have duly executed	this Exhibit I.
	INING, INC. DBA COMMUNITY HEALTH INSTITUTE
The State Agency Name Name o	f Contractor
	71.
	11111
Sisa La ~	
Signature of Authorized Representative Signature	re of Authorized Representative
U	
LISA L. BUJNO, MSN, APRN	Jonathan Stewart
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	Director
Title of Authorized Representative	Title of Authorized Representative
•	•
08/01/13	07/02/12
Date	07/23/13 Date
Bate	
	·
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:

#### STANDARD 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 Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from greater than \$25M annually and
  - b. 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 Sub-award 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 Representative Signature)

<u>Jona</u>than Stewart, Director

(Authorized Contractor Representative Name & Title)

JSI Research and Training Institute, Inc. dba

Community Health Institute

(Contractor Name)

07/23/13

(Date)

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#### STANDARD EXHIBIT J

#### FORM A

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

1. The DUNS number for your entity is: <u>14-5</u>729117 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, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements? X YES \_\_\_\_ NO 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) dr 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?  $\underline{\mathbf{x}}_{\mathsf{YES}}$ \_\_\_\_ 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: \_\_\_\_\_ Amount: \_\_\_\_ Name: \_\_\_\_ Amount: \_\_\_\_ Name: \_\_\_\_ Name: \_\_\_\_\_ Amount: \_\_\_\_ Name: \_\_\_\_\_ Amount: \_\_\_\_

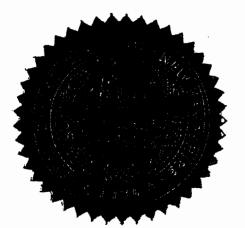
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Date: 07/23/13

## State of New Hampshire Department of State

#### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Community Health Institute is a New Hampshire trade name registered on March 29, 2007 and that JSI RESEARCH AND TRAINING INSTITUTE, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of April, A.D. 2013

William M. Gardner Secretary of State

#### CERTIFICATE OF VOTE/AUTHORITY

- I, <u>Joel H. Lamstein</u>, of the <u>JSI Research & Training Institute</u>, <u>Inc.</u>, <u>d/b/a Community Health Institute</u>, do hereby certify that:
  - 1. I am the duly elected <u>President</u> of the <u>JSI Research & Training Institute</u>, Inc., d/b/a Community <u>Health Institute</u>;
  - 2. By Unanimous Consent in Writing of the Board of Directors in Lieu of the 2008 Annual Meeting, the following is true copy of one resolution duly adopted by the <u>Board of Directors</u> of the <u>JSI Research & Training Institute</u>, Inc., d/b/a Community Health Institute, duly dated <u>October 24</u>, 2008;

RESOLVED: Appointment of Jonathan Stewart as Director of the Community Health Institute with the authority to enter into contracts and agreements binding the Corporation.

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of July 23, 2013.

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 23rd day of July, 2013.

Joel H. Lamstein, President

STATE OF New Hampshire

COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 23rd day of July, 2013 by Joel H. Lamstein.

#### ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/06/2012

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

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

certificate holder in lieu of such endorsement(s).						
PRODUCER	CONTACT Deborah Meaney					
Mason & Mason Technology Insurance Services, Inc	PHONE (A/C, No, Ext): 781.447.5531 FAX (A/C, No): 781.447.72	30				
458 South Ave.	E-MAIL ADDRESS:					
Whitman, MA 02382	PRODUCER CUSTOMER ID #:					
Deborah Meaney	INSURER(S) AFFORDING COVERAGE NAME	C#				
INSURED	INSURER A: Federal Insurance Company 20	0281				
John Snow, Inc.	INSURER B:					
JSI Research and Training Institute, Inc.	INSURER C:					
World Education, Inc.	INSURER D:					
44 Farnsworth St.	INSURER E :					
Boston, MA 02110-1214	INSURER F:					
COVERAGES CERTIFICATE NUMBER: 12-13	LIAB/E&0 D&0 REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD						
	N OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS ED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.					
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY H.						
INSR TYPE OF INSURANCE INSR WVD POLICY NUMB	POLICY EFF POLICY EXP					

INSF	1	TYPE OF INSU	RANCE	ADDI	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
Г	GE	NERAL LIABILITY		7	Ţ	35873320	<b>0</b> 9/09/2012	09/09/2013	EACH OCCURRENCE	\$	1,000,000
	X	COMMERCIAL GENER	RAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
		CLAIMS-MADE	X OCCUR	ĺ				]	MED EXP (Any one person)	\$	10,000
Α									PERSONAL & ADV INJURY	\$	1,000,000
				1					GENERAL AGGREGATE	\$	2,000,000
	GEI	I'L AGGREGATE LIMIT	APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	X	POLICY PRO- JECT	LOC							\$	_
	AU1	OMOBILE LIABILITY				73546634	09/09/2012	09/09/2013	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
ł	$\vdash$	ANY AUTO		l					BODILY INJURY (Per person)	\$	
_	X	ALL OWNED AUTOS							BODILY INJURY (Per accident)	\$	
Α	X	SCHEDULED AUTOS HIRED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
	X	NON-OWNED AUTOS								\$	
	П					.				\$	
	П	UMBRELLA LIAB	X OCCUR			79861066	09/09/2012	09/09/2013	EACH OCCURRENCE	\$	10,000,000
Α		EXCESS LIAB	CLAIMS-MADE						AGGREGATE	\$	10,000,000
^		DEDUCTIBLE								\$	
	X	RETENTION \$	10,000							\$	
		RKERS COMPENSATION				71733182	09/09/2012	09/09/2013	X WC STATU- OTH- TORY LIMITS ER		
Δ	ANY	PROPRIETOR/PARTNE	R/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	500,000
^	(Mar	idatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	500,000
		s, describe under CRIPTION OF OPERATION							E.L. DISEASE - POLICY LIMIT	\$	500,000
		ORS & OMISSI				82120859	09/09/2012	09/09/2013	PER CLAIM/AGG	-\$1	,000,000
^	DIR	ECTORS & OFF	ICERS			81595534	09/09/2012	09/09/2013	PER CLAIM/AGG	- \$3	3.000.000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
It is understood and agreed that the State of New Hampshire Department of Health and Human
Services is included as an additional insured as respects general liability as required by written
contract per the terms and conditions of the policy.

CERTIFICATE HOLDER	CANCE	LLATION
	THE E	D ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE XPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN DANCE WITH THE POLICY PROVISIONS.
State of New Hampshire Department of Health and Human Services	AUTHORI	ZED REPRESENTATIVE
29 Hazen Drive		
Concord, NH 03301	PHIL	MASON
		© 4000 2000 ACODD CODDODATION AN SIGNATURE

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ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

NORMAN R. FOUGERE, JR. CPA 99 HERITAGE LANE DUXBURY, MA 02332-4334



PHONE: 781-934-0460 FAX: 781-934-0606

#### INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of JSI Research and Training Institute, Inc.

We have audited the accompanying statement of financial position of JSI Research and Training Institute, Inc. (a Massachusetts non-profit organization) as of September 30, 2012, and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from JSI Research and Training Institute, Inc.'s 2011 financial statements, and in our report dated April 10, 2012, we expressed an unqualified opinion on those financial statements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of JSI Research and Training Institute, Inc. as of September 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with Government Auditing Standards, we have also issued a report dated April 9, 2013 on our consideration of JSI Research and Training Institute, Inc.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on

compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements of JSI Research and Training Institute, Inc. taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information directly to the underlying accounting and other records used to prepare the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Moment Forger or CRA

Duxbury, Massachusetts April 9, 2013

# JSI Research and Training Institute, Inc. STATEMENT OF FINANCIAL POSITION September 30, 2012 (With Comparative Totals for 2011)

	2012	2011
ASSETS		·-
Current Assets:		
Cash and cash equivalents	\$ 34,406,589	\$ 30,376,741
Receivables for program work:		
U.S. Department of Health and Human Services	72,147	82,270
Commonwealth of Massachusetts	653,636	263,550
Other '	1,813,913	1,658,434
Field advances - program	379,372	411,461
Employee advances	92,078	<u>73,816</u>
Total Current Assets	37,417,735	32,866,272
Property and Equipment:		
Office furniture and equipment	219,206	219,206
Less: Accumulated depreciation	(219,206)	(213,516)
Net Property and Equipment	-	5,690
Other Assets:		
Deposits	44,015	43,545
TOTAL ASSETS	\$ 37,461,750	\$ 32,915,507
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable and payroll withholdings	\$ 1,857,671	\$ 1,910,386
Accrued vacation	979,051	915,939
Advances for program work:	777,031	713,737
U.S. Agency for International Development	1,919,095	2,497,939
U.S. Dept. of Health and Human Services	45,638	18,352
U.S. Dept. of Homeland Security	-	10,552
Other	18,611,504	16,166,468
Loans payable	484,718	572,193
Contingencies	-	5,2,175
Total Current Liabilities	23,897,677	22,081,277
N		,,,
Net Assets:	10.544.000	10.001.000
Unrestricted	13,564,073	10,834,230
Total Net Assets	13,564,073	10,834,230
TOTAL LIABILITIES AND NET ASSETS	\$ 37,461,750	\$ 32,915,507

# JSI Research and Training Institute, Inc. STATEMENT OF ACTIVITIES Year Ended September 30, 2012 (With Comparative Totals for 2011)

UNRESTRICTED NET ASSETS:	2012	2011
Public Support and Revenue		
••		
Public Support:		
Government grants and contracts: U.S. Government	\$ 109,963,987	<b>\$</b> 113,359,455
Commonwealth of Massachusetts	4,932,870	\$ 113,359,455 4,116,778
Other grants and contracts	30,219,590	28,472,866
Program income	107,143	211,341
Contributions	504,214	1,254,616
In Kind Project Contributions	9,085,542	3,676,017
Interest income	31,542	28,928
Total Unrestricted Support and Revenue	154,844,888	151,120,001
Expenses		
Program Services:		
International programs	127,894,661	125,569,002
Domestic programs	9,524,715	9,499,017
Total Program Services	137,419,376	135,068,019
,	107,127,010	133,000,017
Supporting Services:		
Management and General	14,695,669	12,832,979
Total Expenses	152,115,045	147,900,998
Increase (Decrease) in Unrestricted Net Assets	2,729,843	3,219,003
Net Assets at Beginning of Year	10,834,230	7,615,227
Net Assets at End of Year	\$ 13,564,073	\$ 10,834,230
	,	

JSI Research and Training Institute, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended September 30, 2012
(With Comparative Totals for 2011)

)

		PRO	OGR	OGRAM SERVICES	S		S	SUPPORTING		TOTAL EXPENSES	XPE	ISES
	됩 _	International Programs	_ F	Domestic Programs		Total	Ms	Management And General		2012		2011
Salaries	€9	14.065.428	€9	4.489.160	€9	18.554.588	69	2.196.852	69	20.751.440	69	18.451.025
Consultants	•	8,972,878	•	2,117,944	,	11,090,822	•	30,733	•	11,121,555	,	10,650,276
Cooperating National												
Salaries		17,953,147		•		17,953,147		•		17,953,147		16,063,822
Travel		6,389,747		517,681		6,907,428		175,729		7,083,157		7,514,440
Allowance & Training		3,616,288		4,295		3,620,583		78,037		3,698,620		3,952,796
Sub-contracts		23,667,424		755,435		24,422,859		•		24,422,859		27,144,346
Equipment, Material and												
Supplies		4,639,368		56,520		4,695,888		74,599		4,770,487		5,561,441
Other Costs		39,504,839		1,583,680		41,088,519		12,134,029		53,222,548		54,880,835
In-kind project expenses		9,085,542		•		9,085,542				9,085,542		3,676,017
Depreciation								2,690		2,690		6,000
TOTAL EXPENSE	S	\$ 127,894,661	S	9,524,715	S	\$ 137,419,376	S	\$ 14,695,669	ø	\$ 152,115,045	S	\$ 147,900,998

See notes to financial statements.

# JSI Research and Training Institute, Inc. STATEMENT OF CASH FLOWS Year Ended September 30, 2012 (With Comparative Totals for 2011)

	 2012		2011
Cash Flows From Operating Activities:			
Increase (Decrease) in net assets	\$ 2,729,843	\$	3,219,003
Adjustments to reconcile change in net assets to net			
cash provided by operating activities:			
Depreciation	5,690		6,000
(Increase) Decrease in receivables for program work	(535,442)		772,566
(Increase) Decrease in field advances - program	32,089		416,290
(Increase) Decrease in employee advances	(18,262)	,	(18,773)
(Increase) Decrease in deposits	(470)		(10,845)
Increase (Decrease) in accounts payable and			, , ,
payroll withholdings	(52,715)		389,276
Increase (Decrease) in accrued vacation	63,112		53,564
Increase (Decrease) in advances for program work	 1,893,478		3,160,370
Net Cash Provided (Used) By			
Operating Activities	4,117,323		7,987,451
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Cash Flows From Investing Activities:			
Acquisition of property and equipment	_		(2,904)
Net Cash Provided (Used) By			
Investing Activities	•		(2,904)
Cash Flows From Financing Activities:			
Proceeds from loans payable	603,542		804,124
Payments of loans payable	(691 <u>,</u> 017)		(634,320)
r ny arana arana payaran	 (0)1,017)	-	(034,320)
Net Cash Provided (Used) By			
Financing Activities	 (87,475)		169,804
Net Increase (Decrease) in Cash and Cash Equivalents	4,029,848		8,154,351
Cash and Cash Equivalents at Beginning of Year	 <u>30,376,741</u>	_	22,222,390
Cash and Cash Equivalents at End of Year	\$ 34,406,589	S	30,376,741
-	 		

## JSI Research and Training

#### 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 Concord, New Hampshire; as well as seven overseas offices in developing nations. Since its inception, JSI has successfully completed more than 400 contracts in the health and human service fields.

## Community Health Institute

### Mission Statement

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



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

South Street

<u>Title</u> **Name** Second Floor **Term** Bow Joel H. Lamstein President 2012 - 2013 New Hampshire Joel H. Lamstein Treasurer 2012 - 2013 03304 Patricia Fairchild Clerk 2012 - 2013 Joanne McDade Assistant Clerk 2012 - 2013

Voice: 603.573.3300

Fax: 603.573.3301

### **Board of Directors**

	<u>Name</u>	<u>Term</u>
A Division of	Joel H. Lamstein	2012 - 2013
JSI Research & Training	Patricia Fairchild	2012 - 2013
Institute, Inc.	Herbert S. Urbach	2012 - 2013
A Nonprofit Organization	Norbert Hirschhorn	2012 - 2013



New Hampshire's Public Health Institute

## **KEY ADMINISTRATIVE PERSONNEL**

## NH Department of Health and Human Services Division of Public Health Services

**Agency Name:** 

JSI Research & Training Institute, Inc. dba Community

Health Institute

Name of Bureau/Section:

Bureau of Population Health & Community Services, Chronic Disease Prevention and Screening Section,

Tobacco Prevention and Control Program

BUDGET PERIOD:	SFY 2014	September 1, 2013	3 - June 30, 2014
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Jonathan Stewart, Director	\$114,756	0.00%	\$0.00
Karyn Madore, Operations Director	\$89,000	8.69%	\$7,739.13
Shasta Jorgensen, Project Manager	\$51,000	8.69%	\$4,434.78
Ann Marie Rakovic, Senior Staff Consultant	\$124,656	8.69%	\$10,839.65
Kristen Risley, Operations Manager	\$65,328	8.69%	\$5,681.34
TOTAL SALARIES (Not to exceed Total/Salary		1	\$28,694.90

BUDGET PERIOD:	SFY 2015		July 1, 2014 - June	30, 2015
Name & Title Key Administrative Personnel	Annual Salary O Administrativ Personnel	-	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Jonathan Stewart, Director	\$11	8,199	0.00%	\$0.00
Karyn Madore, Operations Director	\$9	1,670	8.69%	\$7,973.72
Shasta Jorgensen, Project Manager	\$5	2,530	8.69%	\$4,567.83
Ann Marie Rakovic, Senior Staff Consultant	\$12	28,396	10.43%	\$13,397.81
Kristen Risley, Operations Manager	\$6	7,288	10.13%	\$6,816.83
TOTAL SALARIES (Not to exceed Total/Salary	Wages, Line Item 1 of	f Budg	jet request)	\$32,756.19

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

## Jonathan A. Stewart, MA

JSI Research & Training Institute, Inc. d/b/a Community Health Institute 501 South Street, 2<sup>nd</sup> Floor, Bow, New Hampshire 03304 · (603) 573-3300

jstewart@jsi.com

#### **EDUCATION**

DUKE UNIVERSITY SCHOOL OF MEDICINE, DURHAM, NORTH CAROLINA
Department of Health Administration, Master of Health Administration, 1986
Department of Biochemistry, Master of Arts, Biochemistry, 1984

UNIVERSITY OF DELAWARE, NEWARK, DELAWARE School of Arts & Sciences, Bachelor of Arts, Biology, 1981

#### EXPERIENCE

#### Community Health Institute, Bow, New Hampshire

Regional Director, September 2000 to present

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

#### Selected Technical Assistance & Training Projects

NH Community and Public Health Development Program: Project Director providing technical assistance and training support to communities involved in development of improved local public health infrastructure; worked with multiple partners to develop the statewide New Hampshire Public Health Network.

Boston Metropolitan Area Hazard Vulnerability Assessment: Technical Assistance including planning, facilitation and analytic support to Massachusetts and New Hampshire state health departments and regional partners for assessment of hazards, risks and preparedness for health care, behavioral health and public health infrastructure.

Metrowest Community Health Care Foundation (Massachusetts): Capacity and readiness assessment of seven municipalities in Metro-Boston for developing collaborative models for local public health service delivery.

Robert Wood Johnson Foundation; Multistate Learning Collaborative for Quality Improvement in the Context of Assessment or Accreditation Programs (MLC-2): Co-Project Director in collaboration with NH Division of Public Health for establishment of standards for workforce competencies and measures of public health system performance.

Robert Wood Johnson Foundation; New Hampshire Turning Point Initiative: Project Director for multi-year initiative to develop sustainable strategies for improved local public health capacity.

HRSA, Bureau of Primary Health Care, Uniform Data System: Trainer and report editor for annual Uniform Data System reports for federal Community and Migrant Health Center program.

#### Selected Program Evaluation Projects

Endowment for Health & NH Department of Health & Human Services: Project Evaluator of NH Systems Transformation and Realignment (NH STAR) initiative to pilot improved service delivery and funding systems for supporting children with behavioral health needs who are in or at-risk for out-of-home placement.

Central New Hampshire Health Partnership: Evaluator for two federal Rural Health Outreach Grant Initiatives: the first for improving care coordination of socially and medically vulnerable populations; the second for improving care transitions from hospital to home and community.

Communities for Alcohol and Drug free Youth (Plymouth, NH): Program Evaluator for community-based coalition involved in multiple initiatives to promote positive and healthy school and community environments for youth.

NH Division of Alcohol & Drug Prevention & Recovery: Project Director for evaluation of state-wide ATOD prevention initiative involving multiple community-based coalitions implementing a range of programs including family strengthening, school-based education, mentoring and community action for environmental change.

Family Planning Private Sector Project (Nairobi, Kenya): Operations research on cost effectiveness and sustainability of FP/MCH service delivery sites throughout Kenya to assist USAID in resource allocation decisions and to improve cost recovery capability of clinics.



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New York State Department of Health (Albany, New York): Qualitative Evaluation of New York State Healthy Heart Program; an initiative intended to influence CVD risk factors through community intervention and social marketing. Selected Research Projects

National Network of Public Health Institutes and Robert Wood Johnson Foundation: Qualitative Assessment of Local and State Health Officials awareness of, interest in, and capacity to employ computer modeling for emergency preparedness.

Endowment for Health: Study of the effect of New Hampshire's Community Benefits Law for Health Care Charitable Trusts. Cooperative effort with NHDHHS Office of Health Planning and the NH Office of the Attorney General.

Bureau of Health Professions (Rockville, MD): Study of the effect of AIDS Education and Training Centers on physician attitudes and practices; Comparative analysis of parallel CDC-funded study of the general primary care physician population.

Bureau of Primary Health Care Delivery and Assistance (Rockville, MD): Study to assess preparedness of C/MHC's to respond to HIV-related service needs

Bureau of Primary Health Care, Rockville, Maryland: Survey project designed to gather information on provider practices in Community and Migrant Health Services relative to recommendations of the 1988 US Preventive Services Task Force.

#### North Country Health Consortium, Littleton, New Hampshire

Executive Director, 12/97 to 8/00 Founding Director of rural health network formed by four hospitals, two community health centers, two home health agencies, a mental health and developmental services organization, and a community action program.

#### Ammonoosuc Community Health Services, Littleton, New Hampshire

Operations Director, 11/94 to 12/97 of federally-funded, multi-site rural Community Health Center Network.

#### John Snow, Inc., Boston, Massachusetts

Consultant, 10/86 to 7/94 providing assistance in health services evaluation, financial analysis and program management.

#### SELECTED PUBLICATIONS | REPORTS

Rosenfeld, LA, Fox CE, Kerr D, Marziale E, Cullum A, Lota K, Stewart J, and Thompson MZ. "Use Of Computer Modeling For Emergency Preparedness Functions By Local And State Health Officials: A Needs Assessment". J Public Health Management Practice, 15(2), 96–104, 2009.

Stewart J, Kassler W, McLeod M. "Public Health Partnerships: A New Hampshire Dance". Transformations in Public Health, Volume 3, Issue 3, Winter 2002.

Stewart, JA, Wroblewski S, Colapietro J, Davis H. "Survey of US Physicians Trained by Regional AIDS Education and Training Centers". Abstract No. PO-D21-4047; IXth International Conference on AIDS. Berlin, Germany, June -1, 1993.

Kibua T, Stewart JA, Njiru S, Gitari A. "Sustainability and Cost Effectiveness of Family Planning Private Sector Subprojects". United States Agency for International Development; Nairobi, Kenya, March 1990.

#### SELECTED WORKSHOPS | PRESENTATIONS

Public Health Performance Improvement – The New Hampshire Experience (with Joan Ascheim, NHDHHS); 6th Annual National Public Health Performance Standards Training Workshop; Nashville, TN; April 1–6, 2008.

Dartmouth College, Center for Evaluative Clinical Sciences (now The Dartmouth Institute), MPH Program, guest lecturer on project management, logic models, coalition development, Public Health 101; academic review of capstone theses; 2004–2007.

Building the Public Health Infrastructure: State Lessons Learned and Keys to Success; Nebraska Health and Human Services, Expanding Our Vision – Transforming Vital Public Health Systems, October 2006.

Building Infrastructure in Public Health - RWJF National Turning Point Showcase Conference, Denver, CO; May 2004

Community Benefits Exemplary Practices - New Hampshire statewide conference; November 2002

#### SELECTED BOARDS | AFFILIATIONS

National Network of Public Health Institutes, Board of Directors, 2008 to present New Hampshire Public Health Services Improvement Council, 2008 to present Bridges to Prevention, Leadership Board, 2010 to present New Hampshire Healthy People 2010 Leadership Council; Co-chair, 2000–2002 New Hampshire Public Health Association; Treasurer, 1999–2003



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#### KARYN DUDLEY MADORE

JSI, 501 South Street, 2nd floor, Bow, New Hampshire 03304 (603) \$73-3305

kmadore@jsi.com

#### **EDUCATION**

UNIVERSITY OF SOUTH FLORIDA, TAMPA, FLORIDA
COLLEGE OF PUBLIC HEALTH GRADUATE CERTIFICATE PROGRAM
Social Marketing and Public Health program (anticipated graduation Spring 2013)

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

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

#### **EXPERIENCE**

JSI, Bow, New Hampshire Operations Director, August 1998 to present

#### **Operations Director**

Serve as Operations Director for the JSI-NH office, d.b.a. Community Health Institute. Provide operational oversight of office functions and operations including project and support staff workload division, professional and skill development and liaison to other JSI offices and departments.

#### NH Tobacco Addiction Treatment Services (TATS) – SFY2008 to present

Serve as Project Director for the NH TATS project, which is a follow on to the NH Tobacco Use Cessation and Counter Marketing Project completed in FY07. This contract serves as the hub for the NH Tobacco Resource Center, which incorporates: 1) the NH Smokers' Helpline offering free and confidential counseling and services in English, Spanish and Portuguese; 2) the promotion of the NH Smokers' Helpline through a variety of traditional and non-traditional media outlets; and 3) www.trytostopnh.org, a web-based resource for NH tobacco users and 4) QuitWorks-NH a resource for NH clinicians working with their patients to quit using tobacco by providing them with a single portal for referring their patients who use tobacco for state-of-the-art treatment (www.quitworknsnh.org). This initiative also includes the continued development of a consortium of health insurers who are willing to promote TTS-NH to their subscribers directly and endorse QuitWorks-NH to their contracted health care providers.

#### NH Immunization Marketing

Serve as Project Director to develop a creative health marketing campaign, for the NH Immunization Program, that identifies priority audiences, best-practice outreach strategies, partner communication channels, effective educational outreach materials to advance the understanding of the health benefits of vaccines and immunizations. The team will review existing state and national materials, and if needed, create new graphics and logos, with the overarching goal of increasing NH immunization rates.

NH Environmental Public Health Tracking Program Data Utilization and Outreach Project (April 2012 to present) Works with NH DHHS Environmental Public Health Tracking Program (EPHT) staff and partners to increase the utilization of the EPHT's data portal and other communication tools by developing a communication plan consisting of contemporary marketing and outreach strategies. Assist EPHT in developing a user analytics data collection process for web-based tools.

#### Mobilizing Action Toward Community Health (MATCH) 2011

In partnership with DHHS and the North Country Health Consortium, developed the overarching concept for four videos. These videos highlight data found in the County Health Rankings Report, the NH State Health Report and highlights the role of public health in the state. CHI worked with the state in identifying local or statewide "success stories" to highlight. Lead script development process and worked with videographers to complete the video projects.



#### **Expand and Promote Try-To-Stop Resource Center**

Serve as Project Director to expand and promote the NH Tobacco Helpline. With funding from the American Recovery and Reinvestment Act (ARRA), this project includes a population based media campaign that promotes free Nicotine Replacement Therapy (NRT) kits to a variety of audiences, including a pilot with employees of the Department of Transportation and their families, and then the entire state of NH. A variety of media will be used to promote the NH Tobacco Helpline including radio, TV, newspaper, bus and web advertising. Additionally, the plan includes a pilot project to implement systems change through Families First, where they will implement an electronic referral form to contact the Helpline rather than the fax referral currently in place.

#### NH tobacco & Obesity Policy Project

Serve as Project Director to implement a feasibility assessment for implementing high-impact public policy in three identified domains of licensed childcare settings, public schools and workplaces. This assessment is timely and a critical opportunity for NH stakeholders to engage in a collaborative educational process that will likely result in strengthening regulatory rules, implementation of high-impact public policy access strategies, educating municipalities and legislators and building stronger public health partnerships.

#### NH County Rankings Video Project -MATCH 2012

Co-Lead the process to collaborate with the NH State County Health Rankings Team to produce three 5-minute videos and one 15-minute video. The videos focus on Public Health in NH as it relates to the NH County Health Rankings and the NH State Health Report. Data from the reports will be linked to stories gathered around the state that illustrate community actions to improve health or people impacted by improvements in public health. The videos serve to educate and motivate NH individuals and communities into action to improve the health of their community and state.

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

Co-created the development and implementation of a Public Information Officer Training for public health and safety officials and representatives of human service organizations likely to be called upon to fill a Public Information Officer (PIO) role in a public health event. The goal of this Regional PIO Training is to strengthen the communication skills of individuals to perform the role of a PIO in a public health emergency, including but not limited to press releases, speaking with the press, key messaging, and audience definition. The trainings continue on an as needed basis.

#### New Hampshire Personal Emergency Preparedness Campaign

Facilitating the NH based effort to create and launch a multi-year personal emergency preparedness campaign based on the NH BRFSS data that identified gaps in NH resident's personal preparedness to be launched September 2009.

#### **NH Teen Foster Conference**

Served as Project Director for the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> annual NH Teen Foster Conferences working closely with the DCYF staff and Youth Advisory Board, to develop workshops and materials that are most interesting and helpful to the youth to meet their mission and goals to build life skills as these youth transition out of the NH foster care system. This is the third year facilitating this positive youth development process.

#### **Communication Training**

Researched, customized and implement a social communication training to help individuals identify their personal communication strengths and weaknesses in times of stress through interactive workshops. This training is an effective tool in organizational and leadership development, team building, and career planning and conflict resolution. To date this training has been provided to the following organizations: NH Tobacco Prevention and Control Program, NH Red Cross Granite Chapter, Community Health Institute, MIT Medical and JSI and continues to be offered by request.

#### NH HIV Logistics and Capacity Building

Served as Project Director for the NH HIV Logistics and Capacity Building Project and directed our team as we provided logistical and capacity building support for the NH HIV community planning process and for HIV prevention and care service agencies during state fiscal years 2006, 2007 and 2008. Through an informed participatory process the Community Planning Group sought to promote effective HIV care and prevention programs in NH to improve the quality of life for individuals living with HIV/AIDS infection and to reduce the further spread of HIV/AIDS infection.

#### NH HIV Endowment Grant

Fiscal Agent and coordinator for the NH HIV/AIDS Care Service Delivery System Planning project, which sought to improve access to and delivery of HIV care services to people living with HIV/AIDS in NH, funded by the NH Endowment for Health. The planning process included investigation of service delivery system models for HIV care to

JSI

people living with HIV/AIDS in other states, convene meetings of agencies that provide HIV services to people living with HIV/AIDS in NH and other stakeholders in order to actively engage them in a planning process to restructure the NH statewide HIV care service delivery system; and produce a process and outcomes report that guided the HIV community in the implementation of the required restructuring of the HIV care service delivery system in NH.

#### Massachusetts Institute of Technology, Medical Department

Conducted a customer service assessment and training as part of an overall focused practice review resulting in the development of a customized customer service training for employees of the Department, building on the training originally developed for the OB/GYN service by customizing it for use in other services and to provide training sessions.

#### NH Tobacco Use Cessation and Counter Marketing (TUCCM)

Served as Program and Media Manager for the NH TUCCM project completed June 30, 2007. This project incorporated three major components: 1) the toll free NH Smokers' Helpline offering services in English, Spanish and Portuguese through which smokers and other citizens of NH receive information on any aspect of tobacco and may be referred to state-of-the-art prevention and tobacco treatment resources, if appropriate; 2) the promotion of the NH Smokers' Helpline through a variety of traditional and non-traditional media outlets; and 3) a Tobacco Education Clearinghouse.

#### NH Try-To-STOP TOBACCO Resource Center

Served as Program Manager for the NH Try-To-STOP TOB ACCO Resource Center, which incorporated three major components: 1) the Tobacco-Free Helpline offering services in English, Spanish and Portuguese through which smokers and other citizens of New Hampshire receive information on any aspect of tobacco and may be referred to state-of-the-art prevention and tobacco treatment resources, if appropriate; 2) the www.trytostop.org web site, home of the Quit Wizard, a self-guided, evidence-based Internet smoking cessation program; and 3) a Tobacco Education Clearinghouse.

#### Tobacco Technical Assistance and Development (TA)

Served as Project Director and TA Coordinator to develop and implemented a comprehensive needs assessment and strategic planning process that allowed the NH Tobacco Prevention and Control Program and its community partners to maximize the impact of limited resources with an emphasis on those who are most disparately impacted by tobacco. Concurrently, this project provided TA to existing NH tobacco cossation coalitions and utilized the data collected through the needs assessment to fund additional NH tobacco coalitions around the state.

#### New England Rural Health RoundTable (NERHRT) Annual Symposium

Served as Project Director for the NERHRT Annual Symposium held in October 2006 and attend by 150 members who came together to share information and assist in promoting their mission of providing support and resources to rural health professionals throughout New England in order to improve the health and well-being of their communities.

#### Conference on Aging

Served as Media Coordinator for the New Hampshire Division of Elderly and Adult's annual conference on aging to generate awareness regarding the 2006 Conference on Aging through the NH media, specifically, statewide daily and weekly newspapers, newsletters, radio and television stations. The overall media strategy included the creation and distribution of a calendar announcement to statewide media, a pre-conference press release, a media advisory inviting the media to the event and a post-event press release.

#### Healthy Child Care New Hampshire & Health & Safety Curriculum

Project Director and co-coordinator of training's and networking opportunities to a newly created cadre of Child Care Health Consultants working to assure safe healthy child care environments and to ensure health access for children in child care settings. The development of a statewide Health & Safety Curriculum was used to train NH child care providers in best practices and informed the process of training a cadre of Child Care Health Consultants.

#### New Hampshire Central Integrated Service Systems (CISS)

Served as Project Director and co-coordinator of training's and networking opportunities to 6 nurse consultants and others working in childcare and Healthy Start settings to build a system for assuring health and social support services in child care environments. This was achieved by contracting with 6 communities to support the services of a maternal and child health nurse consultant in Title XX contracted care settings to build collaborative relationships between child care facilities and child health providers. The fourth year of this project sent three consultants to North Carolina's National Training Institute for Child Care Health Consultants (CCHCs) who then assisted in training a cadre of CCHCs.

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#### **NH Youth Tobacco Survey**

Participated in the volunteer training for the NH Youth Tobacco Survey (NHYTS) and administered the survey in both middle schools and high schools. The NHYTS is intended to enhance the capacity of agencies and organizations to design, implement, and evaluate tobacco prevention and control programs. The NHYTS data makes a significant contribution to understanding the influence of tobacco marketing, advertising and products on the youth of NH

#### **Community Grant Program**

Served as Project Director to provide and coordinate technical assistance for the Office of Planning and research and their New Hampshire Community Grant Program, which was part of a public trust fund established with federal Medicaid funds, and was designed to support community-based health initiatives.

#### New Hampshire Health Care Transition Fund (NHHCTF)

Researched and prepared *The NHHCTF Grantee Directory* as a reference tool for organizations across NH, who were involved with health care planning, delivery and evaluation. The Community Grant Program, part of a public trust fund established with federal Medicaid funds, was designed to support community-based health initiatives.

#### NH Osteoporosis State-Wide Conference

Served as Project Director for the NH Osteoporosis Conference providing an educational opportunity for health professionals and health educators with the overarching goal of offering up-to-date information on the risk factors, costs, and complications associated with this bone thinning disease as well as ways to reduce risk for osteoporosis

#### Turning Point: Collaborating for a New Century in Public Health

Collected data and reported findings of the local level public health infrastructure. Turning Point is a two-year grant from the Robert Wood Johnson and W.K. Kellogg Foundations'. Initiative goals are to identify and assess priority public health issues and develop strategies for improving the delivery of public health services in the state.

#### Plymouth State College, Plymouth, New Hampshire

Director of the Office of Alumni Relations, March 1995 to October 1995

#### The Circle Program, Plymouth, New Hampshire

Volunteer Coordinator/Mentor, August 1995 to August 1997

#### PROFESSIONAL ASSOCIATIONS

CDC Media Network Representative for NH

Circle Program, Mentor, 1993 to present

Concord Area Red Cross Board of Directors: 2001-2007, Vice-Chair 2004-2005, President, 2005-2007

Comprehensive Cancer Collaborative Tobacco Prevention Workgroup, Member

MSA Violation Monitoring National Workgroup, Member

National Public Health Information Coalition, Member

NH Tobacco-Free Coalition, Member

Public Relations Society of America, Member

Tobacco Health Systems Change Collaborative 13 Workgroup Member - 13 States, CDC Funded



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## SHASTA A. JORGENSEN, M.P.H.

501 South Street, Second Floor, Bow, New Hampshire 03304 (603) 573-3300

sjorgensen@jsi.com

#### **EDUCATION**

BOSTON UNIVERSITY SCHOOL OF PUBLIC HEALTH, BOSTON, MASSACHUSETTS Master of Public Health, Concentration in Social and Behavioral Science, 2010

UNIVERSITY OF REDLANDS, REDLANDS, CALIFORNIA Bachelor of Arts, International Relations, 2001

#### **EXPERIENCE**

JSI, Bow, New Hampshire

Project Manager, February 2012 to present Project Coordinator, March 2009 to 2012 Project Assistant, February 2003to February 2009

JSI provides consultation to health care organizations in the areas of health services delivery, public health, practice management, information for decision-making, and program evaluation. Clients include government agencies, public and private health care providers (hospitals, group practices, community health centers, family planning organizations, health maintenance organizations, community-based coalitions and social service agencies). JSI is a health care consulting firm working with clients in the public

and private sectors.

#### NH Tobacco Helpline

New Hampshire Department of Health and Human Services, Tobacco Prevention and Control Program
Responsible for program and administrative management of the NH Tobacco Helpline. Serve as primary contact, along with the Project Director, for contract with TPCP for the NH Tobacco Helpline and subcontractors. In collaboration with the management team, monitor progress in meeting goals of overall contract workplan and overall project. Assist TPCP in promoting the Helpline services to statewide organizations. Facilitate alliances among state agencies and/or organizations that serve similar priority populations. Oversee budget and serve as fiscal contact for additional services as determined by TPCP. Provide technical assistance regarding counter-marketing and public awareness initiatives. Oversee Program Assistant and Program Support staff activities and duties.

#### Expand and Promote the Try-TO-STOP TOBACCO Resource Center of NH

New Hampshire Department of Health and Human Services

Served as Project Coordinator to expand, promote and increase awareness and utilization of the evidence-based cessation tools and resources offered through the Try-To-STOP TOBACCO Resource Center of NH through the creation of a strategic plan that includes a population based media campaign and outreach to NH physicians and other clinical and public health professionals such as the Community Health Access Network (CHAN), the NH Medical Society, NH health insurance providers as well as statewide partners to implement systemic adoption of the US PHSG.

#### **Dover Youth Empowerment Model Evaluation**

City of Dover

Data Manager for the Dover Youth Empowerment Model Evaluation. Collected evidence of effectiveness of this youth empowerment model for the innovators of this model. Efforts included getting the program elected as a Center for Substance Abuse Prevention's Service-to-Science program and furthering the program along the continuum of evidence for eligibility in the SAMHSA National Registry of Evidence-based Programs.

#### Multistate Learning Collaborative

Robert Wood Johnson Foundation

Project Coordinator for the RWJF-funded Multistate Learning Collaborative (MLC-3), a national collaborative effort to improve public health services and the health of communities by linking public health processes to health outcomes. Managed two learning collaboratives addressing childhood obesity and health improvement planning, and tobacco cessation among pregnant women and workforce development. Developed assessment tools and conduct public health network capacity assessments to inform NH public health regionalization process.



#### Engaging Smokers in Cessation through Financial Assistance Program

Legacy Foundation

Through funding from the American Legacy Foundation coordinated with financial assistance programs in NH and RI to implement a demonstration project to connect low-income individuals who smoke with evidence-based cessation services. Trained credit counselors to assess smoking status of all clients, advise on the high personal costs of smoking and impact on their budget and refer clients to the state's quitline and developed tools to track progress of project.

#### New Hampshire Tobacco Use Cessation and Counter Marketing

New Hampshire Department of Health and Human Services

Project Assistant of the New Hampshire Tobacco Cessation and Counter Marketing Project funded by the NH DHHS. This project incorporates three major components: 1) the toll free NH Smokers' Helpline offering services in English, Spanish and Portuguese through which smokers and other citizens of New Hampshire receive information on any aspect of tobacco and may be referred to state-of-the-art prevention and tobacco treatment resources, if appropriate; 2) the promotion of the NH Smokers' Helpline through a variety of traditional and non-traditional media outlets; and 3) a Tobacco Education Clearinghouse, which develops and distributes in bulk quantities high quality, culturally appropriate tobacco education materials.

#### Rural Health and Primary Care Section

New Hampshire Department of Health and Human Services

Project Assistant for the Healthcare Workforce Shortage Designation process for the state of New Hampshire. Purpose of project is to identify areas of the state that meet the federal criteria for Healthcare Professional Shortage Areas (HPSAs) and Medically Underserved Areas/Populations (MUA/Ps). Primary responsibilities include date managing of provider survey and make follow up calls to non-responsive providers.

#### Vulnerable Populations Emergency Preparedness Needs Assessment

NH Bureau of Emergency Management

Responsible for providing administrative and logistical support to the project including meeting logistics, focus group transcription and data management of emergency management director survey. The assessment includes collaboration with agencies working with special populations and in disaster response, an emergency management director survey and focus group data collection to detail emergency preparedness needs of these populations, identify gaps in organized emergency planning related to special populations, and develop recommendations to improve the capacity of emergency response system to meet these needs.

#### Smoking Cessation for Women of Reproductive Age: State-of-the-Art Tobacco Treatment

New Hampshire Department of Health and Human Services

Assist project director with administration of the development and implementation of a multifaceted project to increase the capacity of New Hampshire health care providers serving perinatal and reproductive-age women to systematically provide effective smoking cessation interventions in their clinical settings. The scope of work included: evidence-based training, Help Pregnant Women Stop Smoking: Its Time Well Spent, developed by JSI with CDC funding; developing a universal and enrollment process for linking perinatal and reproductive-age women to the state- of-the-art proactive telephone-based tobacco treatment service of the Try-To-STOP TOBACCO Resource Center of New Hampshire.

#### **Tobacco Technical Assistance and Development**

New Hampshire Department of Health and Human Services

This project seeks to develop and implement a comprehensive needs assessment and strategic planning process that allows the NH Tobacco Prevention and Control Program and its community partners to maximize the impact of limited resources with an emphasis on those who are most disparately impacted by tobacco. Concurrently, this project is also providing technical assistance to existing tobacco cessation coalitions in NH and will utilize the data collected through the needs assessment to fund additional tobacco coalitions around the state. Provided conference logistics for the Tobacco Prevention and Control Conference.



#### ANN MARIE RAKOVIC

JSI, 44 Farnsworth Street, Boston, Massachusetts 02210 (617) 482-9485

arakovic@jsi.com

#### **EDUCATION**

HUNTER COLLEGE SCHOOL OF SOCIAL WORK, NEW YORK, NEW YORK

Master of Social Work, Dual concentration: Administration/Community Organization and Planning, 1989

HUNTER COLLEGE CITY UNIVERSITY OF NEW YORK, NEW YORK Bachelor of Arts, Sociology, Counseling, 1983

LESLIE UNIVERSITY, BOSTON, MASSACHUSETTS
Certificate of Advanced Graduate Study, Holistic Health, 2001

#### **EXPERIENCE**

JSI, Boston, Massachusetts

Senior Staff Consultant, April 1997 to present

Program manager for national and state based projects related to health care systems and policy development, technical assistance and direct client services delivery implementation.

Smokers' Helpline, Massachusetts, Rhode Island, and New Hampshire Departments of Public Health: *Project Director*. Responsible to manage multi-faceted tri-state tobacco control initiatives. Oversee budget including American Reinvestment Act funding, client services, staff development, data reporting, and compliance and evaluation activities for: Helpline, Website, Materials Fulfillment Center and QuitWorks – innovative fax and electronic referral program. Customize services for participating hospitals and health centers. Administer distribution of nicotine replacement patches, and develop conceptual framework for web-based systems supporting distanced based call center operations. Advisor to Medicaid policy development on tobacco treatment reimbursement. Conceptualize and implement electronic referral and feedback systems between JSI and health care systems. Conduct stakeholder education with local legislators; write responses to tobacco related stories in the media.

Ryan White CARE Act (RWCA) Technical Assistance Contract (TAC), U.S. Department of Health and Human Services (HRSA), HIV/AIDS Bureau (HAB): *Project Manager* to JSI subcontract for the TAC. Responsible to train 8A (small, disadvantaged, minority organization certification) company in all aspects of contract performance and management. Provide leadership to JSI staff in accomplishing new services: innovative web-based technical assistance center, regional training curriculum and multidimensional technical assistance materials development.

Project Director to the TAC for 5 years during JSI prime contractor role, the first national RWCA technical assistance provider. Manage a pool of 400 consultants and six staff to provide on and off-site CARE Act grantee training and develop national training and resource materials. Liaise between federal government representatives, grantees and expert trainers. Oversee all aspects of program operations. Design grantee technical assistance needs assessment and evaluation processes, oversee TA service implementation and develop related reports.

HIV CARE Consortia, Massachusetts Department of Health, AIDS Bureau: Led needs assessment analysis and comprehensive planning process for three HIV CARE consortia. Evaluated survey data and developed a customized, community-based services plan in each region.

#### New York Foundling Hospital, New York, New York

Director of Specialized Placement Department, 1991–1997

Responsible for the administration of 5 unique citywide Foster Care Programs. These included: pediatric AIDS and health care units, two diagnostic centers, foster homes for youth with behavioral and emotional disorders and several group homes. Successfully re-structured 5 large independent programs into 1 department to operate more efficiently and reduce annual costs by 10%. Created and acquired funding for an innovative Therapeutic Foster Home program which prevented the institutionalization of children. Coordinated the agency's foster parent and staff training in the care of children with AIDS. Served as agency liaison to the Pediatric AIDS Unit of the New York City Administration for Children's Services. Annual budget: \$4.87 million, personnel: 60.



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#### Project Basement/Probase, Inc., New York Foundling Hospital, New York, New York

Program Administrator, 1988-1991

Developed concept for the renovation of 3 abandoned community buildings purchased from the City of New York to re-house homeless families, and subsequently became project director. Created, administered and secured multi-funding for the Learning for Life youth peer leadership training and education curriculum. Directed youth AIDS prevention video production titled, "Hourglass - The Impact of AIDS on Adolescents." Co-founded and chaired the Manhattan Anti-Artha Management Coalition which prevented the displacement of tenants from 39 buildings. Conducted both program and community needs assessments utilized by several neighborhood organizations and Community Board 9 for strategic service planning. Liaison to the New York City Mayor's Office of the Homeless.

Assistant to the Director, 1986-1988

Awarded contract by the Rensselaer Institute for Entrepreneurial Development and the New York City Department of Health, for personal leadership and original work with adolescents in the field of AIDS education and pregnancy prevention. Supervised the community organization components of the agency. These included the Housing Resource, Youth Development, and Day Care Center teams. Expanded the agency's housing team role from neighborhood based services delivery to involvement in city and statewide advocacy projects.

Service Coordinator, 1983-1986

Identified and trained peer youth leaders to educate adults and children in the prevention of violence, pregnancy, substance abuse and AIDS. Presented socio-drama productions to various universities, professional conferences and youth retreats in the metropolitan area. Directed youth after-school program services. Increased parent involvement by conducting agency's first exercise and nutrition groups for parents and children. Coordinated day to day operations of all programs and served as interim casework supervisor. Developed program policy manual and redesigned staff training and development assessment and evaluation system.

Case Worker, 1979-1983

Within three months opened the agency's first adolescent girls' recreation program through extensive outreach towards hard to engage neighborhood youth. Provided family centered casework services to children at risk of foster care placement. Developed and supervised after-school recreation programs. Conducted youth socialization groups. Managed walk-in clinic, intake clients, emergency food and entitlement benefit referrals.

#### **CERTIFICATIONS**

- Integrated Holistic Health Studies, Post Graduate, Lesley University, MA, 2002
- New York State Social Work Certification, Advanced level, 1996
- 7A Alternative Housing Manager (New York City Department of Housing Preservation and Development), 1990
- Community Mediation (Community Dispute Resolution Centers Program), 1986
- Building Healing Communities for Children (Unitas Training Institute), 1983

#### **AWARDS**

Recipient of the 1997 Diego Lopez Memorial AIDS Service Award, NASW New York City Chapter, HIV/AIDS Committee.

#### NATIONAL ORGANIZATIONAL MEMBERSHIP

North American Quitline Consortium, Nominating Committee member, 2012-2013 North American Quitline Consortium, E-Referral Workgroup member, 2012-2013

#### LANGUAGES

Conversational command of Spanish.



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### KRISTEN RISLEY, MSW

JSI, 44 Farnsworth Street, Boston, Massachusetts 02210 (617) 482-9485

krisley@jsi.com

#### **EDUCATION**

BOSTON UNIVERSITY, BOSTON, MASSACHUSETTS

Master of Social Work, Dual concentration: Administration/Community Organization and Planning, 2005

UNIVERSITY OF MASSACHUSETTS, AMHERST, MASSACHUSETTS Bachelor of Business Management, 1999

#### **EXPERIENCE**

#### JSI, Boston, Massachusetts

Operations Manager, Smokers' Helplines Massachusetts, New Hampshire, and Rhode Island, August 2008 to present Responsibilities include overseeing all functions of the Tri-state Smokers' Helpline including:

#### Data Analysis

- Analyze data on content of calls handled to determine how to minimize time between intake and counseling for clients
- Analyze data on productivity and completion rates by staff member to ascertain best methods of staff message delivery to impact client decision-making to continue cessation services;
- Determine optimal workloads for staff based on error volume and caseload;
- Analyze staff data errors to improve data entry and SOPs across systems;
- Use data to report on demographics and media infiltration in RI, MA, and NH;
- Follow referral trends by referring institutions to determine impact of on-site trainings and implementation over time;
- Optimize staffing to budget needs by assessing expected ROI by staff member to hours scheduled/ worked as compared to the volume of work done versus 'down time'.

#### **Operations**

- Ongoing staff training on operations, systems, and technology
- Development and maintenance of flexible staffing structures to respond to volume of calls due to increased funding and media. Includes development of off-site worker quality assurance processes and communication procedures.
- Managed systems and processes for a four-month parallel service pilot to study client motivation and Helpline service delivery changes to increase client outcomes.
- The provision of telephone screening, assessment, education and referral for all callers with a staff of ten people.
- Technological infrastructure operation and quality assurance including automated call center telephone system, Oracle database and computer systems.
- Vendor relations including nicotine patch fulfillment and materials inventory.
- Development and integration of unique mobile texting program for New Hampshire Helpline automating daily support
  messages to smokers based on type of tobacco used and individual stage of change reported.
- Health systems change operationalization with collaboration with DPH, referring institutions, and the QuitWorks program.

#### Quality Assurance and Improvement

- Creation and maintenance of tracking systems and evaluation φf staff productivity and progress
- Ongoing evaluation of call center including data analysis, reporting structure, and managing funder requests for data.
- Implementation of quality assurance SOPs for customer service, staff productivity, data analysis and data reporting.
- Ongoing troubleshooting and quality improvement of data quality with both staff and referring institutions.
- Database logic restructuring and testing for new and improved initiatives.

## John Snow, Inc., JSI Research and Training Institute, Inc., and World Education, Inc., Boston, Massachusetts Interim Director of Operations, November 2007 to August 2008

Oversaw organizations' operational policies, objectives, and initiatives. Responsible for evaluating current and proposed systems and procedures and implementing changes to improve efficiency and efficacy of organizations. Ensured smooth work-flow for 200 person office by acting as a liaison between landlord, management, departments, and employees. Managed relationships with vendors, including monitoring content, negotiating contracts, and ensuring quality control.



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#### JSI, Boston, Massachusetts

Program Manager, September 2005 to November 2007

Acted as the primary home-office contact to USAID-funded health projects in Ukraine and Indonesia in providing substantive guidance to the project with an understanding of the projects' goals, objectives, and structure, as well as attention to the geopolitical, cultural and legislative constraints that bind them; monitored \$45 million of budgets; managed contracts, subcontracts, consultant recruitment, technical requests, and acted as liaison with USAID Missions on all contractual, administrative and financial matters. Also contributed to the development and refinement of the JSI/Boston project support systems and procedures including organizing skills building and professional development workshops for department, and a reorganization of orientation methods and systems; participated in the development and writing of proposals for new business development.

JSI

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## **Budget Form**

## New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: JSI Research and Training Institute Inc. d.b.a. Community Health Institute

Budget Request for: Expanding NH Tobacco Helpline Services with Tobacco Treatment Medication

(Name of RFP)

Budget Period: September 1, 2013 - June 30, 2014

Indirect As A Percent of Direct

Line Item	Direct Incremental	Indi Fib	rect ed	Total	Allocation Method for Indirect/Fixed Cost
Total Salary/Wages	\$ 50,786.52	\$	-	\$ 50,786.52	
Employee Benefits	\$ 19,298.88	\$	-	\$ 19,298.88	-
3. Consultants	\$ -	\$	-	\$ -	_
AL Edujomentical	1 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	All Sunday			
Rental	\$ 1,248.37	\$	-	\$ 1,248.37	-
Repair and Maintenance	\$ -	\$	-	\$ -	-
Purchase/Depreciation	\$ -	\$	-	\$ -	-
Sp. Surplies and Specific Control	The second		1336		
Educational	\$ 2,539.33	\$	-	\$ 2,539.33	•
Lab	\$ -	\$	-	\$ -	-
Pharmacy	\$ -	\$	-	\$ -	-
Medical	\$ -	\$	-	\$ -	-
Office	\$ -	\$	-	\$ -	-
6. Travel	\$ -	\$	-	\$ -	-
7. Occupancy	\$ 5,078.65	\$	-	\$ 5,078.65	-
to Corrent Expenses 28	AND THE STREET	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
Telephone	\$ 2,184.62	\$	-	\$ 2,184.62	_
Postage	\$ 1,000.00	\$	-	\$ 1,000.00	_
Subscriptions	\$ -	\$	-	\$ -	_
Audit and Legal	\$ -	\$	-	\$ -	_
Insurance	\$ -	\$	-	\$ -	_
Board Expenses	\$ -	\$	-	\$ -	-
9. Software	\$ -	\$	-	\$ -	_
10. Marketing/Communications	\$ -	\$	-	\$ -	_
11. Staff Education and Training	-	\$	-	\$ -	-
12. Subcontracts/Agreements	\$ 31,500.00	\$	-	\$ 31,500.00	Indirect: Information
13. Other (specific details mandatory):	\$ -	\$	-	\$ -	Systems (3% of budget
42 Indirect as & the second of the second	<b>经</b> 基础的			AAC .	total); Human Resources
Information Systems (indirect)	\$ -	\$	3,409.09	\$ 3,409.09	(2%); General
Human Resources (indirect)	\$ -	\$	2,272.73	\$ 2,272.73	Administration (2%); and
General Administration (indirect)	\$ -	\$	2,272.73	\$ 2,272.73	Payroll and Accounting
Payroll and Accounting (indirect)	\$ -	\$	3,409.08	\$ 3,409.08	(3%) TOTAL=10%
TOTAL	\$ 113,636.37	\$	11,363.63	\$ 125,000.00	

10.0%

## **Budget Form**

## New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: JSI Research and Training Institute Inc. d.b.a. Community Health Institute

Budget Request for: Expanding NH Tobacco Helpline Services with Tobacco Treatment Medication

(Name of RFP)

Budget Period: <u>July 1, 2014 - June 30, 2015</u>

Indirect As A Percent of Direct

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Line Item		ct ental	Indi Fix	rect ed		Total	Allocation Method for Indirect/Fixed Cost
Total Salary/Wages	\$	46,235.96	\$		\$	46,235.96	
Employee Benefits	\$	17,569.66	\$	-	\$	17,569.66	
3. Consultants	\$	•	\$	-	\$	-	
4. Equipment		- 4			200		
Rental	\$	462.36	\$	-	\$	462.36	
Repair and Maintenance	\$	-	\$		\$	-	
Purchase/Depreciation	\$	•	\$	-	\$	-	
53 Supplies # 14 PM MANA A 為 A A	100	(海带)			100		
Educational	\$		\$	-	\$	-	
Lab	\$	-	\$	-	\$	-	
Pharmacy	\$		\$	-	\$	-	
Medical	\$		\$	-	\$	-	
Office	\$	2,048.25	\$	-	\$	2,048.25	
6. Travel	\$		\$	-	\$	-	
7. Occupancy	\$	4,623.60	\$	-	\$	4,623.60	
81 Ceirent Expensesballs - Messay			1946	1600	ii.wa	1000	
Telephone	\$	2,000.00	\$	-	\$	2,000.00	
Postage	\$	700.00	\$	-	\$	700.00	
Subscriptions	\$	•	\$	-	\$	-	
Audit and Legal	\$	-	\$	-	\$	-	
Insurance	\$	-	\$	-	\$	-	
Board Expenses	\$	-	\$	-	\$	-	
9. Software	\$	-	\$	-	\$	-	
10. Marketing/Communications	\$	-	\$	-	\$	-	
11. Staff Education and Training	\$	-	\$	-	\$		
12. Subcontracts/Agreements	\$	40,000.00	\$	-	\$	40,000.00	Indirect: Information
13. Other (specific details mandatory):	\$	-	\$	-	\$	-	Systems (3% of budget
14. Indirect Professional American	を これ の と と と と と と と と と と と と と と と と と と			<b>在</b> 解455	2014/PK	2001	total); Human Resources
Information Systems (indirect)	\$	-	\$	3,408.45	\$		(2%); General
Human Resources (indirect)	\$	-	\$	2,271.64	\$		Administration (2%); and
General Administration (indirect)	\$	-	\$	2,271.64	\$		Payroll and Accounting
Payroll and Accounting (indirect)	\$	-	\$	3,408.44	\$		(3%) TOTAL=10%
TOTAL	\$ 1	13,639.83	\$	11,360.17	\$	125,000.00	

10.0%