



Jeffrey A. Meyers
Commissioner

Marcella J. Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



15 Jm

January 27, 2016

Her Excellency, Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to amend and renew an existing agreement with National Jewish Health, (Vendor #172376), 1400 Jackson Street, Suite 101, Denver, CO 80206, for the provision of statewide tobacco treatment services in order to reduce the health and economic consequences of tobacco use and dependence by increasing the price limitation by \$739,062 from \$685,000 to \$1,424,062 and extending the contract completion date from June 30, 2017 to June 30, 2019 effective upon Governor and Executive Council approval. Governor and Executive Council approved the original agreement on June 24, 2015 (Item #51). 35% General Funds, 65% Federal Funds.

Funds to support this request are available in State Fiscal Year 2016 and 2017 and are anticipated to be available for State Fiscal Year 2018 and State Fiscal Year 2019 in the following account upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between State Fiscal Years, if needed and justified, through the Budget Office without further approval from the Governor and Executive Council.

05-95-90-902010-5608 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, NH TOBACCO HELP LINE

Fiscal Year	Class	Title	Activity Code	Current Amount	Increase/Decrease	Modified Budget
2016	102-500731	Contracts for Program Svc	90018000	\$217,500	\$13,515	\$231,015
2016	102-500731	Contracts for Program Svc	90018005	\$125,000	\$0	\$125,000
2017	102-500731	Contracts for Program Svc	90018000	\$217,500	\$40,547	\$248,047
2017	102-500731	Contracts for Program Svc	90018005	\$125,000	\$0	\$125,000
2018	102-500731	Contracts for Program Svc	90018000		\$217,500	\$217,500
2018	102-500731	Contracts for Program Svc	90018005		\$125,000	\$125,000
2019	102-500731	Contracts for Program Svc	90018000		\$217,500	\$217,500
2019	102-500731	Contracts for Program Svc	90018005		\$125,000	\$125,000
		Total:		\$685,000	\$739,062	\$1,424,062

EXPLANATION

The purpose of this amendment is to increase marketing for tobacco prevention and control by increasing communication activities that reach the New Hampshire public with social marketing messages related to NH Tobacco Helpline quit-tobacco services in order to decrease the use of tobacco products, statewide.

The Contractor will be using television, radio, social media and print marketing messages to address the prevention of tobacco use and the protection of non-smokers from exposure to second hand smoke. Some New Hampshire residents face daily challenges to quitting tobacco use due to low-wage employment without smoke-free policies and health plans that do not offer comprehensive cessation benefits. Individuals in underserved areas may be unaware of the evidence-based, no cost treatment available to them through the New Hampshire Tobacco Helpline. An increase in a variety of marketing messages would greatly assist the Department with normalizing the idea of a tobacco-free world for New Hampshire's youth and young adults.

The New Hampshire Tobacco Helpline delivers real-time information, advice, and support to tobacco users, regardless of their location in the state, race/ethnicity, disability or economic status. By ensuring that the New Hampshire Tobacco Helpline maintains multiple ways to access free counseling services, either by telephone or electronically, it will better meet the needs of New Hampshire resident and healthcare providers.

This contract contains extension language for two (2) additional periods of two (2) years each, contingent upon satisfactory vendor performance, continued availability of funding and Governor and Executive Council approval. The Department supports renewing the contract for one (1) additional two (2) year period.

The Department is satisfied with services provided by the Contractor and supports the request to amend and renew the agreement in order to increase marketing a tobacco-free state and to continue the operation of the New Hampshire Tobacco Helpline.

Should the Governor and Executive Council not authorize this Request, New Hampshire residents may not have access to evidence-based, no-cost, confidential smoking cessation programs and support. Tobacco quit lines lead to higher quit rates; reduced tobacco-related poor health outcomes; and reduced healthcare expenses.

Area Served: Statewide.

Source of Funds: 35% General Funds and 65% Federal Funds (FAIN #U58DP006010).

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

Respectfully submitted,



Marcella J. Bobinsky, MPH
Acting Director

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the NH Tobacco Helpline Operation & Sustainability Contract**

This 1st Amendment to the NH Tobacco Helpline Operation & Sustainability contract (hereinafter referred to as "Amendment #1") dated this 17th day of November, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Jewish Health (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 1400 Jackson Street S104, Denver, CO 80206.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2014 (Item #51), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may, amend and renew the Contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS the parties agree to add services to the Contract, exercise the first renewal option for two (2) additional years, and increase the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,424,062
3. Delete Exhibit A, Scope of Services and replace with Exhibit A – Amendment #1, Scope of Services.
4. Delete Exhibit B-1, and replace with Exhibit B-1 – Amendment #1.
5. Delete Exhibit B-2, and replace with Exhibit B-2 – Amendment #1.
6. Add Exhibit B-3 Budgets.
7. Add Exhibit B-4 Budgets.



New Hampshire Department of Health & Human Services

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

2/2/16
Date

State of New Hampshire
Department of Health and Human Services
[Signature]
Marcella Bobinsky
Acting Director

12/18/15
Date

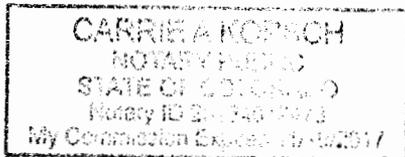
National Jewish Health
[Signature]
NAME Christine Forkner
TITLE CFO/EVP

Acknowledgement:

State of Colorado, County of Denver on December 18, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature] 12/18/15
Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health & Human Services



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

OFFICE OF THE ATTORNEY GENERAL

2/12/14
Date

[Signature]
Name: Meghan A. [unclear]
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A- Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services that will be provided to individuals with limited English proficiency to ensure meaningful access to the Contractor's programs and/or services within ten (10) business days of the contract effective date.
- 1.2. For the purpose of this contract, any reference to days shall mean consecutive calendar days, unless otherwise noted.
- 1.3. For the purposes of this contract, the Contractor shall maintain membership to North American Quitline Consortium.

2. Scope of Work

- 2.1. The Contractor shall manage a professional call center that handles multiple, simultaneous incoming and outgoing calls, with at minimum. The Contractor shall ensure call center services include but are not limited to:
 - 2.1.1. A toll-free telephone system that handles multiple, simultaneous incoming and outgoing calls.
 - 2.1.2. The ability to receive multiple inbound calls and answer brief questions regarding:
 - 2.1.2.1. Quitting all tobacco and electronic cigarette use.
 - 2.1.2.2. Helpline services.
 - 2.1.2.3. Enrolling in Helpline services.
 - 2.1.3. Access to highly trained intake and tobacco treatment specialists who can:
 - 2.1.3.1. Offer information, coaching, support, motivation, and customized quit plans.
 - 2.1.3.2. Offer NRT as funding allows.
 - 2.1.3.3. Facilitate caller connection to health plans, as directed by the NH DHHS.
 - 2.1.4. Live answer capacity for 90% of the calls received from 7:00 A.M. to 1:00 A.M., Eastern Standard Time, seven days per week excluding the day before Thanksgiving, Thanksgiving Day, December 24th, December 25th, Memorial Day (Observed), July 4th, and Labor Day.
 - 2.1.5. Voicemail capabilities 7 days a week, 24 hours a day with return calls being placed within 48 hours of voicemails being received. Voicemail capabilities shall provide callers with opportunities that include, but are not limited to:
 - 2.1.5.1. Leave a voice message.
 - 2.1.5.2. Register for services on-line.
 - 2.1.5.3. Listen to QuitFacts topics, which include but are not limited to:
 - 2.1.5.3.1. What Increases your Chances for Quitting.

Handwritten initials in black ink, appearing to be 'CJ' or similar.



Exhibit A- Amendment #1

- 2.1.5.3.2. Preparing to Quit.
- 2.1.5.3.3. Smokeless Tobacco.
- 2.1.5.3.4. Nicotine Replacement Therapy.
- 2.1.5.3.5. How to Deal with a Craving.
- 2.1.6. Medical oversight for over-the-counter nicotine replacement therapy, which includes but is not limited to, patches, gum and/or lozenges. This includes accepting all liability for treatment services. The Contractor shall provide a four (4) week supply of nicotine replacement therapy at no cost to individuals who:
 - 2.1.6.1. Are at least eighteen (18) years of age.
 - 2.1.6.2. Meet medical eligibility in accordance with nicotine replacement therapy package inserts.
 - 2.1.6.3. Obtain a medical consent form, if required, due to experiencing a recent heart condition; stroke; uncontrolled hypertension; pregnancy; or currently breast-feeding.
- 2.2. The Contractor shall ensure all tobacco treatment specialists, including coaches and customer service representatives, complete a comprehensive training program prior to conducting client calls. Training shall include, but not be limited to:
 - 2.2.1. A four (4)-week intensive curriculum training that follows the Association for the Treatment of Tobacco Use and Dependence (ATTUD) and includes eleven core competencies for evidence-based treatment of tobacco dependence delivered through didactic training, live role-plays, side-by-side training and observation of current staff. The eleven core competencies shall include:
 - 2.2.1.1. Curriculum Intro and Overview.
 - 2.2.1.2. Tobacco as a Chronic Disease.
 - 2.2.1.3. Tobacco Products.
 - 2.2.1.4. Nicotine Addiction Objectives.
 - 2.2.1.5. Coaching Skills-Motivational Interviewing and Cognitive Behavioral Strategies.
 - 2.2.1.6. Cultural Considerations and Tobacco.
 - 2.2.1.7. Relapse Prevention.
 - 2.2.1.8. Pharmacotherapy.
 - 2.2.1.9. Call Handling.
 - 2.2.1.10. Quality Assurance.
 - 2.2.1.11. Using Information Systems.
 - 2.2.2. Continuing education programs delivered through web-based and in-person formats that include interactive activities that teach new and emerging practices based on scientific evidence that address:

CJH



Exhibit A- Amendment #1

- 2.2.2.1. The refinement of coaching skills.
- 2.2.2.2. Changes in the tobacco field.
- 2.2.2.3. Needs of current staff.
- 2.2.3. Monthly continuing education programs with one-on-one weekly coaching and mentoring sessions with team supervisors that address topics including, but not limited to:
 - 2.2.3.1. Tobacco Use.
 - 2.2.3.2. Electronic Cigarette Use
 - 2.2.3.3. Health Conditions.
 - 2.2.3.4. Behavior Change.
 - 2.2.3.5. Special Populations.
 - 2.2.3.6. Health Economics.
- 2.3. The Contractor shall follow a process flow to enroll, serve and report on services provided to state quitline callers. The process flow shall include, but not be limited to:
 - 2.3.1. Screening and categorizing calls as follows:
 - 2.3.1.1. Caller Ready to Quit in Next 30 Days.
 - 2.3.1.2. Caller Not Ready to Quit in Next 30 Days.
 - 2.3.1.3. Caller Seeks Information Only.
 - 2.3.1.4. Healthcare Professionals.
 - 2.3.1.5. Caller Seeks Information for Friend or Family.
 - 2.3.2. Conducting intake calls for the purpose of assessing readiness for change and collecting participant demographic data, during which time:
 - 2.3.2.1. Intake is completed by a customer service representative or coach using a comprehensive set of questions approved by each client.
 - 2.3.2.2. Callers are encouraged to complete the first coaching session concurrently or as soon as possible after the intake call is complete.
 - 2.3.2.3. Cessation coaches assess callers' readiness to make a quit attempt using the Stages of Change model.
 - 2.3.2.4. Coaches provide appropriate evidence-based interventions based on clients' Stages of Change results.
 - 2.3.3. Conducting ambivalent sessions for participants who are feeling uncertain about quitting in order to:
 - 2.3.3.1. Create a rapport that is based on collaboration, autonomy and evocation.
 - 2.3.3.2. Assess participants' stages of change.
 - 2.3.3.3. Resolve ambivalence and increase motivation to quit through motivational interviewing.

Handwritten initials "CS" in black ink.



Exhibit A- Amendment #1

- 2.3.3.4. Understand why smoking is important to the ambivalent participant.
- 2.3.3.5. Help participants set goals for quitting when participant confidence level is high.
- 2.3.4. Conducting preparation calls for participants who are committed to engage in the quitting process by:
 - 2.3.4.1. Creating a rapport that is based on collaboration, autonomy and evocation.
 - 2.3.4.2. Providing information that participants need.
 - 2.3.4.3. Employing SCT strategies to:
 - 2.3.4.3.1. Explore past quit attempts or observations of others who have quit.
 - 2.3.4.3.2. Consider environmental and personal triggers to use tobacco.
 - 2.3.4.3.3. Explore current coping strategies.
 - 2.3.4.4. Implementing cognitive-behavioral interventions to:
 - 2.3.4.4.1. Explore thoughts about tobacco use.
 - 2.3.4.4.2. Identify behaviors related to tobacco use.
 - 2.3.4.4.3. Assess current coping skills.
 - 2.3.4.4.4. Discuss important elements to aid in preparing a quit attempt.
 - 2.3.4.5. Using goal-setting interventions to:
 - 2.3.4.5.1. Identify participant goals.
 - 2.3.4.5.2. Discuss pharmacotherapy.
 - 2.3.4.6. Utilizing relapse prevention interventions to:
 - 2.3.4.6.1. Identify high-risk situations.
 - 2.3.4.6.2. Develop alternative plans to work through high risk situations.
 - 2.3.4.7. Discussing and providing additional support, as appropriate.
- 2.3.5. Conducting support/maintenance sessions that provide encouragement and additional support needed and identified by participants, which includes but is not limited to:
 - 2.3.5.1. Creating a rapport that is based on collaboration, autonomy and evocation.
 - 2.3.5.2. Implementing cognitive-behavioral interventions to:
 - 2.3.5.2.1. Identify problematic patterns of behavior.
 - 2.3.5.2.2. Evaluate current coping skills.

Handwritten initials, possibly 'JH', in black ink.



Exhibit A- Amendment #1

- 2.3.5.2.3. Develop additional or alternative coping skills, as necessary.
- 2.3.5.3. Utilizing relapse prevention interventions to:
 - 2.3.5.3.1. Identify high-risk situations.
 - 2.3.5.3.2. Develop alternative plans to work through high-risk situations.
- 2.3.5.4. Increasing external supports.
- 2.3.6. Conducting relapse prevention calls for participants who relapse, which shall include, but not be limited to:
 - 2.3.6.1. Creating a rapport that is based on collaboration, autonomy and evocation.
 - 2.3.6.2. Assisting participants to use information from the relapse as a learning opportunity.
 - 2.3.6.3. Providing support.
 - 2.3.6.4. Reassessing participant commitment to continue the quitting process in order to determine:
 - 2.3.6.4.1. If the participant is committed, then the Contractor shall:
 - 2.3.6.4.1.1. Use cognitive-behavior interventions to identify problematic patterns of behavior.
 - 2.3.6.4.1.2. Discuss problem-solving strategies.
 - 2.3.6.4.1.3. Assess current coping skills.
 - 2.3.6.4.1.4. Use goal-setting interventions to identify participant goals.
 - 2.3.6.4.1.5. Discuss pharmacotherapy.
 - 2.3.6.4.2. If the participant is not committed, then the Contractor shall deliver an MI intervention to strengthen participant commitment to change or resolve ambivalence.
- 2.4. The Contractor shall maintain a Helpline database and technical infrastructure that includes the ability to track:
 - 2.4.1. All CDC Data Warehouse requirements.
 - 2.4.2. Client responses to the Intake Screener call.
 - 2.4.3. Number of client services provided monthly and aggregated including, but not limited to:
 - 2.4.3.1. Counseling.
 - 2.4.3.2. Nicotine replacement therapy patch mailings.
 - 2.4.3.3. Screeners completed for 1-800-QUIT-NOW and QuitWorks-NH.
 - 2.4.3.4. Letters sent to clients for missed appointments or who are unable to be reached.

Handwritten initials in black ink, appearing to be 'CD'.



Exhibit A- Amendment #1

- 2.4.4. Services provided to specific populations including, but not limited to, recipients of benefits through the Women, Infants and Children (WIC) program and State Employees.
- 2.4.5. How clients heard about the NH Tobacco Helpline.
- 2.4.6. Provider utilization of QuitWorks-NH.
- 2.4.7. Client volume around specific dates and/or program activities through customer satisfaction survey data results, which includes but is not limited to information regarding:
 - 2.4.7.1. Overall satisfaction with program services.
 - 2.4.7.2. Satisfaction with QuitLogix coaches.
 - 2.4.7.3. Helpfulness of materials.
 - 2.4.7.4. 30-day prevalence for a successful quit.
 - 2.4.7.5. Tobacco use including, but not limited to quit attempts, frequency, nicotine dependence and nicotine replacement therapy use.
- 2.4.8. Quit rates six months after the treatment intervention.
- 2.4.9. Satisfaction with services provided by the Helpline.
- 2.5. The Contractor shall accept non-telephonic inbound communications for referrals quitline services from multiple sources, including but not limited to:
 - 2.5.1. Fax referrals.
 - 2.5.2. Electronic secure email referrals.
 - 2.5.3. Online registrations.
 - 2.5.4. Click-to-call registrations.
 - 2.5.5. Mobil applications, including text messaging and email support to provide motivational, congratulatory and reminder text messages.
- 2.6. The Contractor shall offer eCoach services, which includes but is not limited to:
 - 2.6.1. A suite of interactive tools developed and hosted in-house.
 - 2.6.2. eCoach text messaging and email that are sent based on participant triggers and are designed to support telephone and online coaching programs. Text messages and emails shall include but not be limited to:
 - 2.6.2.1. Motivational messages, such as weekly emails that contain dynamic motivational content tailored to each participant based on individual tobacco use stage of change, ethnicity, type of participation (web only vs. phone only vs. pregnancy program) and other information.
 - 2.6.2.2. Informational messages that are sent after certain program and system events. Messages include notification of nicotine replacement therapy shipments with appropriate updates, coaching call appointment reminders, and disenrollment notifications.
 - 2.6.2.3. Re-engagement and relapse prevention messages targeted at participants who become unreachable during their enrollment and

OS



Exhibit A- Amendment #1

may or may not have quit in order to encourage those participants to re-engage with their cessation program.

- 2.6.2.4. Quit date anniversary congratulatory messages sent on the 1-, 2-, 3-, 6- and 12-month anniversaries to congratulate the participant for reaching milestones and motivate the participant to remain tobacco-free.
- 2.7. The Contractor shall provide feedback to referring providers up to five (5) times throughout the program as follows:
 - 2.7.1. When a referral is received by fax.
 - 2.7.2. At the time the patient enrolls in coaching (or if the patient is unreachable).
 - 2.7.3. When nicotine replacement therapy products are shipped to patients.
 - 2.7.4. When a patient completes the program.
 - 2.7.5. When a patient withdraws for another reason other than program completion.
- 2.8. The Contractor shall assist the Department to enter into private/public partnerships to support the State budget by covering Quitline services for their members/employees and their dependents.
- 2.9. The Contractor shall provide services that are specific to NH, including, but not limited to:
 - 2.9.1. Provide training and continuing education for healthcare providers through webinars that are New Hampshire – specific.
 - 2.9.2. Provide technical assistance and advice to healthcare professionals who call the quitline program.
 - 2.9.3. Provide printed materials for distribution to healthcare providers, which can be given to patients.
 - 2.9.4. Participate in state conference/training programs as identified by the Department to educate and inform healthcare professionals, administrators, insurers and purchasers about the quitline and promote systems change for the industry.
 - 2.9.5. Maintain a printed supply of Helpline materials that promote Helpline services. The Contractor shall ensure printed Helpline materials are written at the 8th grade reading level and include, but are not limited to:
 - 2.9.5.1. Brochures.
 - 2.9.5.2. Fact sheets.
 - 2.9.5.3. Displays.
 - 2.9.5.4. Posters.
 - 2.9.5.5. Educational items.
 - 2.9.6. Maintain the www.trytostopnh.org and www.quitworksnh.org websites in collaboration with the Department.
 - 2.9.7. Provide Helpline technical assistance to the Department, as need.



Exhibit A- Amendment #1

- 2.10. The Contractor shall conduct formative research on a minimum of eight (8) community health center health professionals and administrative staff in order to:
- 2.10.1. Identify the barriers experienced by staff when trying to complete web-based on-line self-study trainings relative to implementing Ask, Assist and Refer to QuitWorks-NH as a treatment strategy for patients who use tobacco.
 - 2.10.2. Identify the benefits to staff when completing web-based on-line self-study trainings, relative to institutionalizing Ask, Assist and Refer to QuitWorks-NH as a treatment strategy for patients that use tobacco.
- 2.11. The Contractor shall ensure the web-based on-line self-study trainings described in Section 2.10.1 and Section 2.10.2 offer continuing education credits upon completion.
- 2.12. The Contractor shall, under the guidance of the Department, develop a Health Marketing Plan for the purpose of increasing Helpline utilization. The Contractor shall:
- 2.12.1. Ensure the Health Marketing Plan includes, but is not limited to:
 - 2.12.1.1. Press releases.
 - 2.12.1.2. Press conferences.
 - 2.12.1.3. Media coverage.
 - 2.12.1.4. Public displays.
 - 2.12.1.5. Conference and forum presentations.
 - 2.12.1.6. Evaluation of the plan in order to measure reach and effectiveness.
- 2.13. The Contractor shall meet with the Department and stakeholders on a regular basis to review the Health Marketing Plan and Helpline services, including meeting by telephone as needed. The Contractor shall:
- 2.13.1. Conduct conference calls, as needed, with:
 - 2.13.1.1. Department staff only.
 - 2.13.1.2. Subcontractors only.
 - 2.13.1.3. Department staff and subcontractors, simultaneously.
 - 2.13.2. Produce web, video, radio, television, promotions and public service announcements, as requested by the Department.
- 2.14. The Contractor shall, under the guidance of the Department, implement a media buy to enhance the National Education Campaign, "Tips From Former Smokers". The Contractor shall:
- 2.14.1. Acquire the media creative from the Centers for Disease Control and Prevention.
 - 2.14.2. Facilitate a media buy in the New Hampshire market.
- 2.15. The Contractor shall, under the guidance of the Department, shall conduct formative research on the receptivity of previously created media in the New Hampshire market that focuses on education about the dangers of secondhand smoke and further conduct primary and secondary research to determine appropriate materials to test in the New Hampshire market.

Handwritten initials in black ink, appearing to be 'DJ' or similar, written over a horizontal line.



Exhibit A- Amendment #1

- 2.16. The Contractor shall, under the guidance of the Department, develop and implement a social marketing campaign that utilizes multi-media services, including, but not limited to, the web, video, radio, television, promotions and public service announcements. The Contractor shall:
- 2.16.1. Select a target population to identify competing behaviors.
 - 2.16.2. Conduct formative research, as necessary, for message development to make the competing behavior appear less attractive, less available, or more costly.
 - 2.16.3. Develop campaign materials including but not limited to:
 - 2.16.3.1. Video/digital.
 - 2.16.3.2. Audio.
 - 2.16.3.3. Web graphics.
 - 2.16.3.4. Print graphics.
 - 2.16.3.5. Web content and/or microsite.
 - 2.16.4. Tailor and test campaign materials to meet the unique information needs, everyday concerns and world views of the people who will use them.
 - 2.16.5. Under the guidance of the Department, release a Request for Proposals to NH media vendors and negotiate media buy plans that include extending the campaign's reach after the paid media has ended.
 - 2.16.6. Conduct a web-based contest in order to recruit individuals to participate in the Dear Me and/or other New Hampshire campaign.
- 2.17. The Contractor shall develop and implement an evaluation plan to track the placement and effectiveness of paid media and public relations efforts including reach and frequency data to determine how many NH residents have been exposed to the outreach and education efforts and at what frequency. The Contractor shall ensure the evaluation includes, but is not limited to:
- 2.17.1. Using geo-targeting and audience segmentation for analyzing placement opportunities to determine the most cost effective placement that reaches the maximum number of individuals in the target audience(s).
 - 2.17.2. Requesting and reviewing affidavits that show actualized media run, added value delivered and credit received/used.
 - 2.17.3. Analyzing media metrics to determine accuracy in reaching target audience(s).
 - 2.17.4. Providing customized post-buy reports, presentations, and evaluations to the Department.
 - 2.17.5. Evaluating the cost effectiveness and return on investment of messages, placements and strategies based on target audience(s).
 - 2.17.6. Conducting data collection through Department approved surveys and other methodologies, such as website redirects via Google Analytics.

Handwritten initials, possibly 'CJ', in black ink.

12/18/15



Exhibit A- Amendment #1

- 2.17.7. Working with vendors to identify existing points of data, and develop processes for collecting additional data points.
- 2.18. The Contractor shall collect and track data upon implementation of each type of campaign strategy, including, but not limited to:
 - 2.18.1. The number of outreach and educational materials distributed.
 - 2.18.2. The number of online ad clicks.
 - 2.18.3. The number of website visits.
 - 2.18.4. The number of toll-free telephone calls to the NH Tobacco Helpline.
 - 2.18.5. The number of social media channel followers.
 - 2.18.6. The number of online conversations on the topic of tobacco in NH.
 - 2.18.7. Event participation information.
 - 2.18.8. Outcome of earned media efforts.
 - 2.18.9. Amounts of outreach and educational material viewed.

3. Reporting Requirements

- 3.1. The Contractor shall provide an outline to the Department on a monthly basis records and summarizes all health communication activities including, but not limited to:
 - 3.1.1. Press releases.
 - 3.1.2. Press conferences.
 - 3.1.3. Media coverage. Public displays.
 - 3.1.4. Conference and forum presentations.
- 3.2. The Contractor shall maintain a standard report library that contains data needed in order to manage a statewide tobacco treatment Quitline. The Contractor shall respond to requests for data queries, as needed, and ensure the report library includes, but is not limited to:
 - 3.2.1. A report catalogue for Helpline telephone services, which includes but is not limited to:
 - 3.2.1.1. Daily activity reports that include all intake calls classified into closed contacts, general inquiries and fax or email referrals.
 - 3.2.1.2. Monthly activity reports that include calls classified by types, which include calls for information only, calls enrolled in coaching, completion of coaching calls from the preceding month.
 - 3.2.1.3. Monthly intake demographic reports that identify:
 - 3.2.1.3.1. Demographic information of callers, including but not limited to:
 - 3.2.1.3.1.1. Age and gender.
 - 3.2.1.3.1.2. Marital status.
 - 3.2.1.3.1.3. Zip code/region/county.



Exhibit A- Amendment #1

- 3.2.1.3.1.4. Ethnicity and race.
- 3.2.1.3.1.5. Language and educational level.
- 3.2.1.3.1.6. Insurance status and type.
- 3.2.1.3.1.7. Pregnancy status.
- 3.2.1.3.1.8. Comorbidity.
- 3.2.1.3.1.9. Sexual preference.
- 3.2.1.3.1.10. Children in the home.
- 3.2.1.3.1.11. Priority population status.
- 3.2.1.3.1.12. Number of tobacco users in the home.
- 3.2.1.3.1.13. Mental health conditions.
- 3.2.1.3.1.14. Readiness to quit.
- 3.2.1.3.2. Type of tobacco/quantity of cigarettes smoked or other tobacco products used.
 - 3.2.1.3.2.1. Level of dependency.
 - 3.2.1.3.2.2. Motivation to quit.
 - 3.2.1.3.2.3. Use and type of nicotine replacement therapy.
 - 3.2.1.3.2.4. Callers referred to local resources.
 - 3.2.1.3.2.5. Quit Kit distribution.
- 3.2.1.3.3. Identified information on tobacco history, including but not limited to:
 - 3.2.1.3.3.1. Services and medications used during previous quit attempts.
 - 3.2.1.3.3.2. Number of quit attempts.
 - 3.2.1.3.3.3. Other relevant information.
- 3.2.1.4. Monthly medical demographic reports that provide pertinent medical conditions for participants (co-morbidity).
- 3.2.1.5. Monthly nicotine replacement therapy reports that include nicotine replacement therapy orders that include type, quantity, dosage and shipment information.
- 3.2.1.6. Monthly call volume reports by county using zip codes provided during the intake process.
- 3.2.1.7. Monthly fax reports that include the total number of fax referrals categorized into enrolled, information only, declined and unreachable.
- 3.2.1.8. Health plan summary reports that include services provided to members of health plans through the Helpline.

Handwritten initials, possibly 'OJ', in black ink.



Exhibit A- Amendment #1

- 3.2.1.9. Success stories reports that provide a brief description of participants who have shared their quit success with Contractor coaches, and include obtained permission to re-contact participant and their contact information.
- 3.2.2. A report catalogue for on-line services, which includes but is not limited to:
 - 3.2.2.1. Monthly utilization reports that indicate:
 - 3.2.2.1.1. The number of visits to the website.
 - 3.2.2.1.2. The number of unique visits to the website.
 - 3.2.2.1.3. The average time on the website (in minutes).
 - 3.2.2.1.4. The number of registrants each month.
 - 3.2.2.1.5. The utilization of overall website and of specific web pages, including but not limited to:
 - 3.2.2.1.5.1. Number of hits.
 - 3.2.2.1.5.2. Average time on page.
 - 3.2.2.1.5.3. Navigation between pages.
 - 3.2.2.2. Monthly intake demographic reports that identify demographic information of registered users including but not limited to:
 - 3.2.2.2.1. Age and gender.
 - 3.2.2.2.2. Marital status.
 - 3.2.2.2.3. Ethnicity.
 - 3.2.2.2.4. Insurance status.
 - 3.2.2.2.5. Readiness to quit.
 - 3.2.2.2.6. Type of tobacco.
 - 3.2.2.2.7. Quantity of tobacco used.
 - 3.2.2.3. Monthly nicotine replacement therapy report that includes nicotine replacement therapy orders that specify:
 - 3.2.2.3.1. Type.
 - 3.2.2.3.2. Quantity.
 - 3.2.2.3.3. Dosage and shipment if the client allows nicotine replacement therapy orders online.
 - 3.2.2.4. Annual reports that provide program evaluation including a summary report of all data presented on the monthly reports as well as quit rates and participant satisfaction survey results.
- 3.2.3. A report catalogue for text messaging to track the effectiveness of text messaging in reaching and serving program participants. Text messaging reports shall include, but not be limited to:
 - 3.2.3.1. Monthly texting report that includes:

Handwritten initials, possibly 'PJ' or similar, in black ink.



Exhibit A- Amendment #1

- 3.2.3.1.1. Number of participants enrolled in text messaging.
- 3.2.3.1.2. Total number of messages sent per participant.
- 3.2.3.1.3. Average number of messages sent to a participant.
- 3.3. The Contractor shall provide a marketing campaign report on the "Tips From Former Smokers" campaign enhancement for the Department and for the Centers for Disease Control and Prevention. The report shall include:
 - 3.3.1. Media placement by type and outcomes of each type including: target, reach, frequency, and gross rating points (GRPs).
 - 3.3.2. Social media web metrics for the campaign.
 - 3.3.3. Earned media metrics for the campaign.
 - 3.3.4. Call volume and how heard metrics from the Helpline during the campaign
- 3.4. The Contractor shall provide a formative research outcome report with recommendations on implementing a web-based on-line self-study training that offers continuing education credits for agencies that implement Ask, Assist and Refer to QuitWorks-NH as a treatment option for tobacco using patients, as described in Section 2.10.
- 3.5. The Contractor shall provide a formative research outcome report with recommendations on implementing a secondhand smoke education and awareness campaign in New Hampshire, as described in Section 2.15.
- 3.6. The Contractor shall provide a social marketing campaign outcome report by no later than nine (9) months after the campaign ends for each campaign conducted. The outcome report shall include but not be limited to:
 - 3.6.1. Media placement by type and outcomes of each type including a report of reach and gross rating points (GRPs).
 - 3.6.2. Responses to marketing campaigns by target population.
 - 3.6.3. Social media and web metrics for the campaign.
 - 3.6.4. Economic Evaluation of the impact of the media buys and treatment services provided in order to complete analyses which may include but not be limited to cost-benefit analysis, cost-utility analysis, and cost-effectiveness/minimization analysis.
 - 3.6.5. Outcomes of any formative research for the campaigns.
 - 3.6.6. Recommendations that include next steps to be taken in the campaigns.
- 3.7. The contractor shall provide client data evaluation reports every six (6) months that have cumulative data from the previous six (6) months, which include, but are not limited to:
 - 3.7.1. Ever-Quit.
 - 3.7.2. 7-Day Ever Quit.
 - 3.7.3. 30-Day Ever Quit.
 - 3.7.4. 7-Day Quit.

Handwritten initials in black ink, appearing to be 'CJH'.



Exhibit A- Amendment #1

3.7.5. 30-Day Quit Plus Satisfaction Rating

4. Deliverables

- 4.1. The Contractor shall return 100% of the voicemail messages received, as described in Section 2.1.5, within 48 hours of receiving each message.
- 4.2. The Contractor shall provide a minimum of twelve (12) monthly employee trainings per year as described in Section 2.2.3 and have the ability to provide attendance records of the trainings to the Department, upon request.
- 4.3. The Contractor shall have a minimum supply of Helpline print materials described in Section 2.9.5 ready for distribution at all times as follows:
 - 4.3.1. Five hundred (500) brochures.
 - 4.3.2. Five hundred (500) fact sheets.
 - 4.3.3. Fifty (50) posters.
- 4.4. The Contractor shall provide a draft Health Marketing Plan described in Section 2.12 no later than January 31, 2016.
- 4.5. The contractor shall provide a report detailing results of the formative research to determine the barriers and/or benefits to completing web-based on-line self-study training/s described in Section 2.10 no later than September 30, 2016.
- 4.6. The Contractor shall participate in a minimum of twelve (12) Management Meetings to provide technical assistance identified in Section 2.9.7.
- 4.7. The Contractor shall participate in a minimum of six (6) conference calls per year for a total of (12) conference calls as described in Section 2.13.1.
- 4.8. The Contractor shall provide a copy of all material produced in accordance with Section 2.9.5. and Section 2.12. to the Department no later than December 30, 2016.
- 4.9. The Contractor shall implement the social media campaign described in Section 2.16 for a minimum duration of three (3) months with a maximum duration of eighteen (18) months.
- 4.10. The Contractor shall release a Request for Proposals to NH media vendors as described in Section 2.16.5. no later than December 30, 2015.
- 4.11. The Contractor shall ensure media placements in Section 2.6.5 reach a minimum of 75% of the target audience each quarter of social media campaign run, with a minimum average 1,200 gross rating points (GRPs) during the introduction of a campaign and a minimum average of 800 GRPs per quarter of the social media campaign run, thereafter.
- 4.12. The Contractor shall conduct the web-based contest described in Section 2.16.6 no later than December 30, 2016.
- 4.13. The Contractor shall provide the Department with monthly reports described in Section 3 no later than the 16th day of the following month, unless the 16th is a holiday identified in Section 2.1.4. then the report will be due on the following business day.
- 4.14. The Contractor shall provide an annual written summary that outlines a record of all health communication activities reported in Section 3.1 no later than August 31, 2016 for year one and August 31, 2017 for year two of the contract period.



Exhibit A- Amendment #1

- 4.15. The Contractor shall provide daily activities reports in Section 3.2.1.1. to the Department on a weekly basis no later than 12:00 P.M. every Monday for the previous week. If Monday is one of the holidays identified in Section 2.1.4, then the report will be due on Tuesday.
- 4.16. The Contractor shall provide the Annual Summary Report described in Section 3.2.2.4. on September 1st of 2016 and 2017. If September 1st is a holiday identified in Section 2.1.4, then the report will be due on the following day.
- 4.17. The Contractor shall provide an annual report described in Section 3.2.2.4 no later than the 15th of January.
- 4.18. The Contractor shall provide a draft social marketing campaign report described in Section 3.6 to the Department for review within sixty (60) days after the campaign ends, with a final report due thirty (30) days after receiving Department recommendations on the draft.
- 4.19. The Contractor shall provide the client data evaluation reports in Section 3.7 to the Department no later than July 30th and January 30th every year.

078

12/18/15

Exhibit B-1 Amendment #1 Budget

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

Bidder/Program Name: National Jewish Health
Budget Request for: New Hampshire Tobacco Quitline
Budget Period: 7/1/2015 - 6/30/2016

1. Total Salary/Wages	\$ 97,279.00	\$ 14,571.00	\$ 111,850.00	\$ -	\$ -	\$ 97,279.00	\$ 14,571.00	\$ 111,850.00
2. Employee Benefits	\$ 26,670.00	\$ 5,389.00	\$ 32,059.00	\$ -	\$ -	\$ 26,670.00	\$ 5,389.00	\$ 32,059.00
3. Consultants								
4. Equipment:								
Rental								
Repair and Maintenance								
Purchase/Depreciation								
5. Supplies:								
Educational								
Lab								
Pharmacy	\$ 60,294.00		\$ 60,294.00			\$ 60,294.00		\$ 60,294.00
Medical								
Office								
6. Travel								
7. Occupancy	\$ 4,212.00		\$ 4,212.00			\$ 4,212.00		\$ 4,212.00
8. Current Expenses								
Telephone								
Postage								
Subscriptions								
Audit and Legal								
Insurance								
Board Expenses								
9. Software	\$ 19,000.00		\$ 19,000.00			\$ 19,000.00		\$ 19,000.00
10. Marketing/Communications	\$ 13,515.00		\$ 13,515.00			\$ 13,515.00		\$ 13,515.00
11. Staff Education and Training								
12. Subcontracts/Agreements	104,485.00		\$ 104,485.00			\$ 104,485.00		\$ 104,485.00
13. Other (specific details mandatory):								
Evaluation and Outcomes Report	\$ 10,600.00		\$ 10,600.00			\$ 10,600.00		\$ 10,600.00
TOTAL	\$ 336,055.00	\$ 19,960.00	\$ 356,015.00			\$ 336,055.00	\$ 19,960.00	\$ 356,015.00
Indirect As A Percent of Direct		5.9%						

Contractor Initials: 
Date: 12/18/15

Exhibit B-2 Amendment #1 Budget

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

Bidder/Program Name: National Jewish Health
Budget Request for: New Hampshire Tobacco Quitline

Budget Period: 7/1/2016 - 6/30/2017

1. Total Salary/Wages	\$ 97,279.00	\$ 14,571.00	\$ 111,850.00	\$ -	\$ -	\$ 97,279.00	\$ 14,571.00	\$ 111,850.00
2. Employee Benefits	\$ 26,670.00	\$ 5,389.00	\$ 32,059.00	\$ -	\$ -	\$ 26,670.00	\$ 5,389.00	\$ 32,059.00
3. Consultants								
4. Equipment								
Rental								
Repair and Maintenance								
Purchase/Depreciation								
5. Supplies								
Educational								
Lab								
Pharmacy	\$ 60,294.00		\$ 60,294.00			\$ 60,294.00		\$ 60,294.00
Medical								
Office								
6. Travel								
7. Occupancy	\$ 4,212.00		\$ 4,212.00			\$ 4,212.00		\$ 4,212.00
8. Current Expenses								
Telephone								
Postage								
Subscriptions								
Audit and Legal								
Insurance								
Board Expenses								
9. Software	\$ 19,000.00		\$ 19,000.00			\$ 19,000.00		\$ 19,000.00
10. Marketing/Communications	\$ 40,547.00		\$ 40,547.00			\$ 40,547.00		\$ 40,547.00
11. Staff Education and Training								
12. Subcontracts/Agreements	104,485.00		\$ 104,485.00			\$ 104,485.00		\$ 104,485.00
13. Other (specify details mandatory):								
Evaluation and Outcomes Report	\$ 10,600.00		\$ 10,600.00			\$ 10,600.00		\$ 10,600.00
TOTAL	\$ 363,087.00	\$ 19,960.00	\$ 383,047.00	\$ -	\$ -	\$ 363,087.00	\$ 19,960.00	\$ 383,047.00
Indirect As A Percent of Direct		5.5%						

CF

Contractor Initials: _____

Date: 12/18/15

Exhibit B-3 Budget

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

Bidder/Program Name: National Jewish Health
Budget Request for: New Hampshire Tobacco Quitline
Budget Period: 7/1/2017 - 6/30/2018

1. Total Salary/Wages	\$ 97,279.00	\$ 111,850.00	\$ 14,571.00	\$ 14,571.00	\$ 111,850.00
2. Employee Benefits	\$ 26,670.00	\$ 32,059.00	\$ 5,389.00	\$ 5,389.00	\$ 32,059.00
3. Consultants					
4. Equipment:					
Rental					
Repair and Maintenance					
Purchase/Depreciation					
5. Supplies:					
Educational					
Lab					
Pharmacy	\$ 60,294.00	\$ 60,294.00			\$ 60,294.00
Medical					
Office					
6. Travel					
7. Occupancy	\$ 4,212.00	\$ 4,212.00			\$ 4,212.00
8. Current Expenses					
Telephone					
Postage					
Subscriptions					
Audit and Legal					
Insurance					
Board Expenses					
9. Software	\$ 19,000.00	\$ 19,000.00			\$ 19,000.00
10. Marketing/Communications					
11. Staff Education and Training					
12. Subcontracts/Agreements	104,485.00	\$ 104,485.00			\$ 104,485.00
13. Other (specific details mandatory):					
Evaluation and Outcomes Report	\$ 10,600.00	\$ 10,600.00			\$ 10,600.00
TOTAL	\$ 322,540.00	\$ 342,500.00	\$ 19,960.00	\$ 19,960.00	\$ 342,500.00
Indirect As a Percent of Direct			6.2%		

Contractor Initials: 
Date: 12/18/15

Exhibit B-4 Budget

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

Bidder/Program Name: National Jewish Health
Budget Request for: New Hampshire Tobacco Quitline
Budget Period: 7/1/2018 - 6/30/2019

1. Total Salary/Wages	\$ 97,278.00	\$ 14,571.00	\$ 111,850.00	\$ -	\$ -	\$ 97,278.00	\$ 14,571.00	\$ 111,850.00
2. Employee Benefits	\$ 26,670.00	\$ 5,389.00	\$ 32,059.00	\$ -	\$ -	\$ 26,670.00	\$ 5,389.00	\$ 32,059.00
3. Consultants								
4. Equipment								
Rental								
Repair and Maintenance								
Purchase/Depreciation								
5. Supplies								
Educational								
Lab								
Pharmacy	\$ 60,294.00		\$ 60,294.00			\$ 60,294.00		\$ 60,294.00
Medical								
Office								
6. Travel								
7. Occupancy	\$ 4,212.00		\$ 4,212.00			\$ 4,212.00		\$ 4,212.00
8. Current Expenses								
Telephone								
Postage								
Subscriptions								
Audit and Legal								
Insurance								
Board Expenses								
9. Software	\$ 19,000.00		\$ 19,000.00			\$ 19,000.00		\$ 19,000.00
10. Marketing/Communications								
11. Staff Education and Training								
12. Subcontracts/Agreements	104,485.00		\$ 104,485.00			104,485.00		\$ 104,485.00
13. Other (specific details mandatory):								
Evaluation and Outcomes Report	\$ 10,600.00		\$ 10,600.00			\$ 10,600.00		\$ 10,600.00
TOTAL	\$ 322,540.00	\$ 19,960.00	\$ 342,500.00	\$ -	\$ -	\$ 322,540.00	\$ 19,960.00	\$ 342,500.00
Indirect As A Percent of Direct		6.2%						

Contractor Initials: 
Date: 12/18/15

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 National Jewish Health, a(n) Colorado nonprofit corporation, registered to do business in New Hampshire on May 6, 2015. 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 9th day of June, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CORPORATE RESOLUTION

RESOLUTION IN WRITING of the Board of Directors of NATIONAL JEWISH HEALTH (the Corporation), dated this 28th of March, 2012.

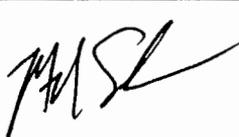
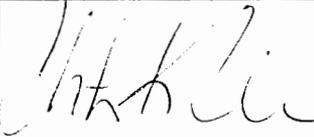
BACKGROUND:

- A. The corporation is a corporation organized and operating under the State of Colorado.
- B. The Corporation desires to make certain resolutions.

IT WAS RESOLVED THAT ANY ONE OFFICER LISTED BELOW:

- 1. Is authorized to act on behalf of the corporation to buy, sell, assign, loan, borrow, endorse for transfer, transfer and receive stocks, bonds, securities, money and other assets now or hereafter registered in the name of or held by or for the corporation.
- 2. Is authorized to sign, execute and acknowledge Deeds, Deeds of Trust, Mortgages, Corporate Warranty Deeds, Bills of Sale, Leases, Contracts or any other instruments involving personal services and the receiving, holding or disposition of real and personal property or any interest therein, and the signature of the officers herein designated when affixed to any such instrument, with the Corporate Seal of National Jewish Health, shall make effective the instrument executed and may be relied upon by any grantee or transferee, without examination of, showing of, or inquiry into the proceedings authorizing or directing or any formal evidences of the above-described transactions.
- 3. Is authorized to accept, receive and sign for gifts, including bequests, gift annuities, and trusts.

LISTED OFFICERS

Signature		
Name	Michael Salem, MD	Christine K. Forkner
Title	President and CEO	CFO

I, Richard A. Schierburg, Chairman of the Board of National Jewish Health do hereby certify that the above is a true and complete copy of a resolution duly adopted by the Board of Directors of this Corporation, at a meeting duly held on 28th of March, 2012, at which a quorum was present and voting and that the said resolution is still in full force and effect and has not be rescinded; and that said resolution is not in conflict with the By-laws of this Corporation.

Dated 12/18/15


Richard A. Schierburg
Chairman of the Board

Impress Corporate seal here

CORPORATE RESOLUTION

RESOLUTION IN WRITING of the Board of Directors of NATIONAL JEWISH HEALTH (the Corporation), dated this 28th of March, 2012.

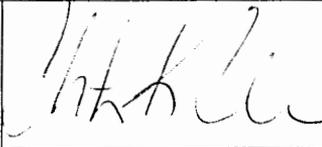
BACKGROUND:

- A. The corporation is a corporation organized and operating under the State of Colorado.
- B. The Corporation desires to make certain resolutions.

IT WAS RESOLVED THAT ANY ONE OFFICER LISTED BELOW:

- 1. Is authorized to act on behalf of the corporation to buy, sell, assign, loan, borrow, endorse for transfer, transfer and receive stocks, bonds, securities, money and other assets now or hereafter registered in the name of or held by or for the corporation.
- 2. Is authorized to sign, execute and acknowledge Deeds, Deeds of Trust, Mortgages, Corporate Warranty Deeds, Bills of Sale, Leases, Contracts or any other instruments involving personal services and the receiving, holding or disposition of real and personal property or any interest therein, and the signature of the officers herein designated when affixed to any such instrument, with the Corporate Seal of National Jewish Health, shall make effective the instrument executed and may be relied upon by any grantee or transferee, without examination of, showing of, or inquiry into the proceedings authorizing or directing or any formal evidences of the above-described transactions.
- 3. Is authorized to accept, receive and sign for gifts, including bequests, gift annuities, and trusts.

LISTED OFFICERS

Signature		
Name	Michael Salem, MD	Christine K. Forkner
Title	President and CEO	CFO

I, Richard A. Schierburg, Chairman of the Board of National Jewish Health do hereby certify that the above is a true and complete copy of a resolution duly adopted by the Board of Directors of this Corporation, at a meeting duly held on 28th of March, 2012, at which a quorum was present and voting and that the said resolution is still in full force and effect and has not be rescinded; and that said resolution is not in conflict with the By-laws of this Corporation.

Dated 3/28/12


Richard A. Schierburg
Chairman of the Board

Impress Corporate seal here

CERTIFICATE OF VOTE

I, Dr. Michael Salem, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of National Jewish Health.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 28, 2012:
(Date)

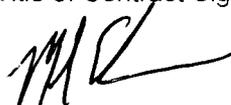
RESOLVED: That the Executive Vice President/ Chief Financial Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 18 day of December, 2015 and including January 11, 2016.
(Date Contract Signed)

4. Christine K. Forkner is the duly elected EVP/CFO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

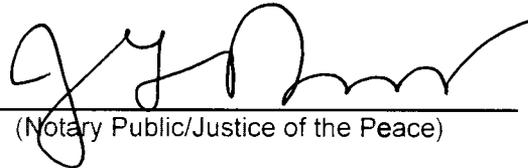


(Signature of the Elected Officer)

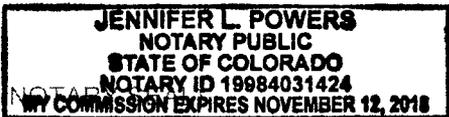
Colorado
STATE OF ~~NEW HAMPSHIRE~~
County of Denver

The forgoing instrument was acknowledged before me this 22 day of January, 2016.

By Michael Salem
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)



Commission Expires: 11/12/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/29/2015

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 LIABILITY 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).

PRODUCER Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, Suite 1000 Denver CO 80202 USA	CONTACT NAME: PHONE (A.C. No. Ext): (303) 758-7688 FAX (A.C. No.): (303) 758-9458 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED National Jewish Health 1400 Jackson Street Denver CO 80206-2761 USA	INSURER A: Copic Insurance Company	NAIC # 11860
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570058499665** **REVISION NUMBER:**

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

INSA LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		HCC0011476 General Liability	07/01/2015	07/01/2016	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	Included
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMPIOP AGG	\$1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE	
						AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	

Certificate No : 570058499665

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: NH Tobacco Helpline Operation and Sustainability Contract.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire, DHMS
 Attn: Contracts & Procurement Unit
 129 Pleasant St. - Brown Bldg.
 Concord NH 03301 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West Inc.

National Jewish Health



National Jewish Health (NJH) is the leading respiratory center in the U.S. The Quitline is a department within NJH, and we provide Quitline services for 14 States and over 180 health plans and employers.

Our Vision

To improve the overall health of individuals through the elimination of tobacco use and obesity.

Our Mission

We save lives by treating the # 1 and # 2 causes of preventable illness and death – tobacco use and obesity – using coaching supported by technology.

National Jewish Health and Subsidiary

Consolidated Financial Statements
(With Independent Auditor's Reports Thereon)

June 30, 2014 and 2013

National Jewish Health and Subsidiary
June 30, 2014 and 2013

Contents

Independent Auditor's Report..... 1

Consolidated Financial Statements

Consolidated Statements of Financial Position 3
Consolidated Statements of Activities 5
Consolidated Statements of Cash Flows..... 7
Notes to Consolidated Financial Statements 8

Independent Auditor's Report

Board of Directors
National Jewish Health
Denver, Colorado

We have audited the accompanying financial statements of National Jewish Health and Subsidiary (National Jewish), which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Board of Directors
National Jewish Health

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of National Jewish as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

BKD, LLP

Denver, Colorado
October 27, 2014

National Jewish Health and Subsidiary
Consolidated Statements of Financial Position
June 30, 2014 and 2013
(In thousands)

	2014	2013
Current assets:		
Cash and cash equivalents	\$ 3,453	\$ 7,578
Short-term investments	501	85
Accounts receivable:		
Patient care, net of estimated uncollectibles of \$23,480 and \$17,338 , respectively	19,675	16,392
Grant revenue receivable	5,412	4,165
Bequests, net of allowance for uncollectibles of \$165 and \$28, respectively	2,192	378
Pledges receivable, current portion, net of allowance for uncollectibles of \$668 and \$227, respectively	3,077	1,723
Other	4,435	3,021
Total receivables	34,791	25,679
Assets held by trustees – current portion	2,465	1,750
Prepaid expenses	1,970	2,193
Drugs and supplies	1,792	1,355
Total current assets	44,972	38,640
Assets whose use is limited:		
Internally-designated assets	31,967	38,618
Assets held by trustee, net of current portion	1,619	2,363
Assets reserved for gift annuities	9,813	9,216
Other	192	440
Total assets whose use is limited	43,591	50,637
Other assets:		
Long-term investments	61,797	57,235
Contributions receivable under unitrust agreements	4,031	4,245
Pledges receivable, net of current portion and allowance for uncollectibles of \$3,998 and \$3,121 respectively	19,131	13,453
Beneficial interest under perpetual trust agreements	12,649	10,722
Unamortized bond and lease issuance costs	557	595
Goodwill	900	900
Other	795	2,062
Total other assets	99,860	89,212
Property and equipment, at cost:		
Land	13,086	13,086
Buildings	119,231	118,926
Equipment and software	83,894	83,024
Construction-in-progress	1,656	1,020
	217,867	216,056
Less accumulated depreciation	(125,370)	(118,974)
Property and equipment, net	92,497	97,082
Total assets	\$ 280,920	\$ 275,571

National Jewish Health and Subsidiary
Consolidated Statements of Financial Position
June 30, 2014 and 2013
(In thousands)

	2014	2013
Current liabilities:		
Accounts payable and accrued expenses	\$ 4,425	\$ 10,105
Line of credit	10,927	8,167
Current portion of workers' compensation	252	298
Accrued salaries, wages, and employee benefits	7,063	6,550
Unearned grant revenue	3,983	2,905
Estimated settlements with third-party payors	736	989
Current portion of accrued vacation	2,675	2,504
Current portion of long-term debt, including capital lease	3,288	3,146
Current liability under annuity contracts	1,587	1,574
Current liability under unitrust agreements	154	150
Total current liabilities	35,090	36,388
Accrued vacation	1,225	1,596
Other	957	3,154
Liability under annuity contracts	10,277	9,216
Liability under unitrust agreements	1,735	1,775
Long-term debt, net of current portion	43,726	47,134
Total liabilities	93,010	99,263
Net assets:		
Unrestricted	83,078	88,992
Temporarily restricted	59,281	43,438
Permanently restricted	45,551	43,878
Total net assets	187,910	176,308
Total liabilities and net assets	\$ 280,920	\$ 275,571

National Jewish Health and Subsidiary
Consolidated Statements of Activities
Years Ended June 30, 2014 and 2013
(In thousands)

	2014	2013
Changes in unrestricted net assets:		
Unrestricted revenue, gains, and other support:		
Net patient service revenue	\$ 117,619	\$ 109,011
Health initiatives revenue	8,200	7,820
Professional education revenue	1,928	2,125
Federal grant revenue	39,524	41,036
Other operating revenue	8,202	7,790
Major gifts	1,829	2,062
Direct mail	2,160	2,431
Special events, net of direct donor benefits of \$3,093 and \$2,864, respectively	2,202	2,003
Bequests	2,937	5,028
Gift annuity contributions	875	537
Investment income, net	6,664	5,151
Total unrestricted revenue, gains, and other support	192,140	184,994
Net assets released from restriction:		
Net assets released from restriction – grants	8,717	7,842
Net assets released from restriction – public support	12,957	12,942
Total net assets released from restriction	21,674	20,784
Expenses:		
Academic services	88,260	87,008
Clinical services	70,153	61,236
Administration and fiscal support	26,745	24,408
Support services	10,872	11,033
Marketing and health initiatives	11,932	12,872
Professional education	1,430	1,911
Fund development	7,725	8,032
Bad debt expense	2,285	2,902
Total expenses	219,402	209,402
Increase in value of split-interest agreements	326	483
Total expenses and losses	219,728	209,885
Decrease in unrestricted net assets	\$ (5,914)	\$ (4,107)

National Jewish Health and Subsidiary
Consolidated Statements of Activities (continued)
Years Ended June 30, 2014 and 2013
(In thousands)

	2014	2013
Changes in temporarily restricted net assets:		
Restricted grant support	8,818	7,760
Major gifts	14,681	15,637
Direct mail	270	328
Special events	1,748	710
Bequests	2,787	468
Contributions of split-interest agreements	80	67
Change in value of split-interest agreements	6,796	3,702
Investment gain, net	2,337	1,595
Total temporarily restricted revenue	37,517	30,267
Net assets released from restriction – grants	(8,717)	(7,842)
Net assets released from restriction – public support	(12,957)	(12,942)
Total net assets released from restriction	(21,674)	(20,784)
Increase in temporarily restricted net assets	15,843	9,483
Changes in permanently restricted net assets:		
Contributions	179	690
Investment gain net	1,494	225
Total permanently restricted gain	1,673	915
Increase in permanently restricted net assets	1,673	915
Increase in net assets	11,602	6,291
Net assets, beginning of year	176,308	170,017
Net assets, end of year	\$ 187,910	\$ 176,308

National Jewish Health and Subsidiary
Consolidated Statements of Cash Flows
Years Ended June 30, 2014 and 2013
(In thousands)

	2014	2013
Cash flows from operating activities:		
Increase in net assets	\$ 11,602	\$ 6,291
Items not requiring cash		
Depreciation	9,371	10,299
Bad debt expense	2,285	2,902
Unrealized gains	(5,670)	(2,185)
Permanently restricted revenue, net	(1,673)	(915)
Loss on disposal of property and equipment	101	496
Bond premium and discount amortization	(92)	(92)
Changes in		
Patient care accounts receivable	(5,568)	399
Grant receivables	(1,247)	723
Bequests receivable	(1,814)	3,351
Other current assets	(1,628)	(10)
Contribution receivable	214	(91)
Pledges receivable	(7,032)	(11,829)
Beneficial interest under perpetual trust	(1,927)	(225)
Other assets	1,305	358
Estimated third-party payor settlements	(253)	427
Accounts payable and accrued expenses, workers' compensation, accrued salaries, wages, and employee benefits and unearned grant revenue	(5,892)	(1,225)
Accrued vacation	(200)	325
Deferred contributions	(267)	(25)
Net cash provided by (used in) operating activities	(8,385)	8,974
Cash flows from investing activities:		
Purchases of property and equipment	(4,887)	(4,992)
Proceeds from sales of internally designated assets	19,326	11,556
Purchases of internally designated assets	(10,968)	(7,743)
Proceeds from (purchases of) sale of assets held by trustee	29	(242)
Purchases of investments and assets reserved for gift annuities	(24,969)	(17,305)
Proceeds from sale of investments and assets reserved for gift annuities	23,605	16,951
Net cash provided by (used in) investing activities	2,136	(1,775)
Cash flows from financing activities:		
Line of credit	2,760	1,101
Repayment of long-term debt	(3,175)	(4,617)
Increase (decrease) in liability under gift annuity agreements	902	(17)
Decrease in liability under unitrust agreements	(36)	(3)
Increase in permanently restricted net assets	1,673	915
Net cash provided by (used in) financing activities	2,124	(2,621)
Net increase (decrease) in cash and cash equivalents	(4,125)	4,578
Cash and cash equivalents, beginning of year	7,578	3,000
Cash and cash equivalents, end of year	\$ 3,453	\$ 7,578
Supplemental schedule of noncash activities:		
Capital lease obligation incurred for property and equipment	\$ 5	\$ 4,631
Cash paid for interest	\$ 1,967	\$ 2,142

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

(1) Corporate Organization

(a) Organization

National Jewish Health and Subsidiary (National Jewish), a Colorado nonprofit corporation, is a national referral medical institute engaged in patient care, medical research, and teaching, primarily in areas of respiratory, allergic, and immunologic medicine. National Jewish is the product of a consolidation in 1978 between National Jewish Hospital and Research Center, founded in 1899, and National Asthma Center, founded in 1907.

In 2002, the National Jewish Illiquid Assets Holding Company, LLC, a wholly owned subsidiary of National Jewish, was incorporated. The purpose of this subsidiary is to hold donated property until sold. All related intercompany transactions and balances have been eliminated in consolidation.

National Jewish's activities are supported by numerous voluntary organizations and advisory boards in cities across the United States. The auxiliary organizations, although chartered by National Jewish, maintain their own financial records and submit the net proceeds of their fundraising activities to National Jewish. Because National Jewish does not exercise financial control over its auxiliary organizations, it does not maintain accounting records concerning their activities, and the accompanying consolidated financial statements do not reflect such activities.

National Jewish is a nonprofit corporation as described in Section 501(c)(3) of the Internal Revenue Code (IRC) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the IRC and a similar provision of state law.

Effective August 2014, National Jewish entered into a joint operating agreement with Sisters of Charity of Leavenworth (SCL) Health/St. Joseph Hospital for the joint management and operation of National Jewish's in-state and St. Joseph Hospital. The new entity will be overseen by a Board of Directors with representation from both entities.

Effective December 2013, National Jewish formed a limited liability corporation in a joint venture with the Icahn School of Medicine at Mount Sinai to oversee the creation and operations of a joint respiratory institute at Mount Sinai in New York.

(b) Compliance with Health Care Industry Laws and Regulations

All hospitals and other providers of healthcare are subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include, but are not limited to, matters such as licensure, accreditation, government health care program participation requirements, reimbursement for patient services, and Medicare and Medicaid fraud and abuse.

Recently, government activity has increased with respect to investigations and allegations involving several healthcare providers throughout the country concerning possible violations of fraud and abuse statutes and regulations by these healthcare providers. Violations of these laws and regulations can result in expulsion from government healthcare programs together with imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. Management believes that National Jewish is in substantial compliance with applicable government laws and regulations.

National Jewish Health and Subsidiary
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

(2) Summary of Significant Accounting Policies

(a) Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ significantly from those estimates.

(b) Contributions, Promises to Give and Bequests

National Jewish receives funding from a number of sources. Contributions received from donors are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those respective net asset classes. Gifts and investment income that are originally restricted by the donor and for which the restriction is met in the same time period are recorded as temporarily restricted and then released from restriction. When the donor restriction expires, the contribution is reclassified to unrestricted net assets and reported in the consolidated statements of activities as “net assets released from restriction – public support.” All expenses directly related to donor restrictions are included in the appropriate expense category as a reduction in unrestricted net assets on the accompanying consolidated statements of activities.

Unconditional promises to give that are expected to be collected within one year are recorded at fair value. Unconditional promises to give that are expected to be collected in future years are also recorded at their estimated fair value, which represents the present value of their estimated future cash flows. Amortization of the related present value discounts is included in contribution revenue. Conditional promises to give are not included as support until the conditions placed on the gift by the donor are substantially met. At June 30, 2014, approximately 64% of promises to give were from two donors.

Bequest income is recognized when all of the following criteria are met: (1) National Jewish has received notification of the donor’s death; (2) National Jewish has a copy of the valid will or trust document evidencing the bequest; and (3) the value of the gift can be reasonably estimated. Accrued bequest income is shown as temporarily restricted until received.

(c) Pooled Income Gifts

National Jewish also receives pooled income gifts. Under the terms of these contributions, the gifts of various donors are pooled and invested as a group. Each donor is allocated a percentage of the assets, referred to as units. The donor is paid the income, as defined under the arrangement, earned on the donor’s assigned units. Upon the donor’s death, the value of these assigned units reverts to National Jewish. The remainder interest in the assets received is recognized as temporarily restricted contributions revenue in the period in which the assets are received from the donor. The contribution is measured at the fair value of the assets to be received, discounted for the estimated time period until the donor’s death. The contributed assets are recognized at fair value when

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

received. The difference between the fair value of the assets received and the revenue recognized is recorded as deferred revenue, representing the amount of the discount for future interest.

(d) Beneficial Interest in Perpetual Trusts

National Jewish receives perpetual trusts in which it has the irrevocable right to receive the income earned on the trust assets in perpetuity, but never receives the corpus. These trusts are administered by third parties and are recognized as contribution revenue and as an asset upon notification of the trust's existence. The contribution is measured at the fair value of the trust's assets, which approximates the present value of the estimated future cash receipts from the trust's assets. The revenue is classified as permanently restricted support. Annual distributions from the trusts are reported as unrestricted investment income unless restricted by the donor.

(e) Charitable Remainder Trusts

National Jewish is the beneficiary in various charitable remainder trusts in which a donor establishes and funds a trust with specified distributions to be made to a designated beneficiary or beneficiaries over the trust's term. Under the terms of the trust, National Jewish receives the assets remaining upon termination of the trust. The distributions to the beneficiaries may be for a specified dollar amount, an arrangement called a charitable remainder annuity trust (CRAT), or for a specified percentage of the trust's fair value determined annually, an arrangement called a charitable remainder unitrust (CRUT). Some CRUTs limit the annual payout to the lesser of the stated percentage or the actual income earned. Obligations to the beneficiaries are limited to the trust's assets. Contributions are recognized in the period in which the trust is established. For those trusts in which National Jewish is the trustee, the assets are recorded at fair value when received, and the liability to the donor's beneficiary is recorded as the present value of the estimated future payments to be distributed over the beneficiary's expected life. The amount of the contribution is the difference between these amounts and is classified as temporarily restricted support. Changes in actuarial assumptions are recognized in the consolidated statements of activities as changes in value of split-interest agreements in the temporarily restricted net asset class. Income earned on trust assets, gains, and losses is reflected in the consolidated statements of activities. Adjustments to the liability to reflect amortization of the discount or revaluation of the present value of the estimated future payments to the beneficiary are reflected in the consolidated statements of activities. Upon the death of the beneficiary, the liability is closed, and any balance is recognized as a change in the value of split-interest agreements and is reclassified to either temporarily restricted or unrestricted net assets as appropriate.

For those trusts of which National Jewish is not the trustee, the agreement is recognized as an unconditional promise to give. National Jewish recognizes, as temporarily restricted contributions revenue and as a receivable, the estimated fair value of the contribution which represents the present value of the estimated future benefits to be received when the trust assets are distributed upon termination of the trust. Adjustments to the receivable to reflect amortization of the discount or revaluation of the present value of the estimated future benefits are recognized as changes in the value of split-interest agreements. Upon the death of the beneficiary, the receivable is closed, the assets received from the trust are recognized at fair value, and any difference is reported as a change in the value of split-interest agreements and is reclassified to either temporarily restricted or unrestricted net assets as appropriate.

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

(f) Charitable Lead Trusts

National Jewish is the beneficiary in a charitable lead annuity trust (CLAT) in which a donor establishes and funds a trust with specific distributions to be made to National Jewish over a specified period. The contribution is recognized in the period in which the trust is established. For the trust of which National Jewish is not the trustee, the agreement is recognized as an unconditional promise to give. National Jewish recognizes its beneficial interest in the assets as temporarily restricted contributions revenue and as a receivable, the estimated fair value of the contribution which represents the present value of the estimated future cash flows. Distributions from the trust are reflected as a reduction in the receivable and as reclassifications from temporarily restricted net assets to unrestricted net assets.

(g) Gift Annuities

National Jewish receives charitable gift annuities under terms of which the donor contributes assets to National Jewish in exchange for a promise to pay a fixed amount for a specified period of time to the donor or to individuals or organizations designated by the donor. Assets received under gift annuity agreements are recognized at fair value when received. A corresponding annuity liability is recognized as the present value of future cash flows expected to be paid to the assigned beneficiary. Unrestricted contribution revenue is recognized as the difference between these two amounts. Adjustments to the annuity liability to reflect amortization of the discount and changes in the life expectancy of the beneficiary are recognized in the consolidated statements of activities as changes in the value of split-interest agreements in unrestricted net assets. Upon the death of the beneficiary, the annuity liability is closed, and a change in the value of the split-interest agreements is recognized.

(h) Grant Revenue

Research grant awards are accounted for as either contributions or exchange transactions based on the provisions of the award document. To the extent that grants are contributions, they are recognized as temporarily restricted support until conditions placed on the award by the granting agency have been satisfied. The related revenue is reclassified to unrestricted net assets as the required restrictions are satisfied and is reported in the consolidated statements of activities as "net assets released from restriction – grants." All expenses directly related to grant agreements are included in the academic services expense category as a reduction in unrestricted net assets on the accompanying consolidated statements of activities.

(i) Cash and Cash Equivalents

Cash and cash equivalents include investments in highly liquid debt instruments with original maturities of three months or less, excluding amounts whose use is limited by internal designation or other arrangements.

(j) Short-term Investments

Short-term investments consist principally of bond funds and other marketable securities. Investments in equity securities with readily determinable fair values and debt securities are carried at fair value as determined by an estimate based on significant other observable inputs.

National Jewish Health and Subsidiary
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

(k) Financial Instruments

Financial instruments consist of cash and cash equivalents, short-term investments, accounts receivable, assets limited as to use, long-term investments, contributions receivable, beneficial interest in perpetual trusts, accounts payable, and long-term debt. The carrying amounts reported in the balance sheets for cash and cash equivalents, short-term investments, accounts receivable, assets limited as to use, long-term investments, contributions receivable, beneficial interest in perpetual trusts, and accounts payable approximate fair value. The estimated fair value of long-term debt is discussed in Note 12.

(l) Debt Issuance Costs

Bond issuance costs and bond discounts related to the issuance of bonds are deferred and amortized over the life of the respective bond issue using the straight-line method. Additionally, capital lease issuance costs related to the issuance of capital leases are deferred and amortized over the life of the capital lease using the straight-line method.

(m) Goodwill

Goodwill, which represents the excess of the purchase price over the fair value of the net assets of the Colorado operations of Sleep HealthCenters, is evaluated annually for impairment.

(n) Property and Equipment

Property and equipment that is purchased is stated at cost. Contributed property and equipment is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. Depreciation of buildings and equipment, including amortization of assets under capital leases, is calculated using the straight-line method over the estimated useful lives of the assets in accordance with American Hospital Association guidelines.

(o) Long-lived Asset Impairment

National Jewish evaluates the recoverability of the carrying value of long-lived assets whenever events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimate future cash flows expected to result from the use and eventual disposition of the asset is less than the carrying amount of the asset, the asset cost is adjusted to fair value and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value.

No asset impairment was recognized during the years ended June 30, 2014 and 2013.

(p) Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by National Jewish has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by National Jewish in perpetuity.

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

(q) Net Patient Service Revenue

Net patient service revenue is reported at the estimated net realizable amounts receivable from patients, third-party payors, and others for services rendered.

Amounts reimbursed for services rendered to patients recovered under various insurance programs are generally less than the established billing rates. The estimated difference is recorded as a reduction to net patient service revenue in the period the services are rendered.

Estimated amounts receivable or payable under reimbursement agreements with the Medicare and Medicaid programs are subject to examination and retroactive adjustment. Provisions for estimated retroactive adjustments under such programs are provided in the period the related services are rendered and adjusted in future periods as final settlements are determined.

(r) Subsequent Events

Subsequent events have been evaluated through the date of the Independent Auditor's Report, which is the date the financial statements were available to be issued.

(s) Reclassifications

Certain reclassifications have been made to the 2013 financial statements to conform to the 2014 financial statement presentation. These reclassifications had no effect on the change in net assets.

(3) Charity Care

National Jewish treats all patients who can benefit from National Jewish's care. Financial assistance is made available to patients based upon their ability to pay, and determinations in individual cases are made during National Jewish's preadmission process. Because National Jewish does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. National Jewish's unreimbursed direct and indirect costs for services furnished and not reimbursed under its charity care policy aggregated approximately \$2,582,000 and \$3,085,000 in 2014 and 2013, respectively.

National Jewish also participates in the Medicare and Medicaid programs. Under these programs, National Jewish provides care to patients at payment rates determined by governmental agencies, regardless of actual cost.

(4) Net Patient Service Revenue

National Jewish has agreements with third-party payors that provide for reimbursement to National Jewish at amounts different from its established rates. Contractual adjustments under third-party reimbursement programs represent the difference between National Jewish's established rates for services and amounts reimbursed by third-party payors. A summary of the basis of reimbursement with major third-party payors follows:

Medicare – Inpatient acute care services and substantially all outpatient services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic, and

National Jewish Health and Subsidiary
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

other factors. Certain inpatient nonacute services and defined medical education costs are paid based on a cost reimbursement methodology. National Jewish is reimbursed for certain services at tentative rates with final settlement determined after submission of annual cost reports by National Jewish and audits thereof by the Medicare fiscal intermediary.

Medicaid – Inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed under a cost reimbursement methodology for certain services and at prospectively determined rates for all other services.

Managed Care – National Jewish has entered into agreements with numerous managed care organizations. The basis for payment to National Jewish under these agreements is primarily discounts from established charges and negotiated fee schedules.

National Jewish provides services in Colorado to patients from throughout the United States and internationally. As of June 30, 2014 and 2013, National Jewish's net patient receivable for services rendered was approximately \$19,675,000 and \$16,392,000, respectively. Possible credit losses are provided for in National Jewish's allowance for uncollectible accounts and contractual adjustments.

The mix of gross patient charges from patients and third-party payors is as follows:

	Revenue	
	2014	2013
Medicare	36%	37%
Medicaid	11%	7%
Blue Cross	13%	14%
Managed care	23%	22%
Other third-party payors	17%	20%
	<u>100%</u>	<u>100%</u>

(5) Grant Revenue

Total grant revenue consists of grants from the federal government as well as grants from charitable foundations and private corporations. The composition of total grant revenue for the years ended June 30, 2014 and 2013 is as follows:

	2014	2013
Federal grants	\$ 39,525,000	\$ 41,036,000
Charitable foundation and private corporation grants	8,818,000	7,760,000
	<u>\$ 48,343,000</u>	<u>\$ 48,796,000</u>

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

(6) Promises to Give

Included as receivables are the following unconditional promises to give as of June 30, 2014 and 2013:

	2014	2013
Pledges	\$ 29,299,000	\$ 20,519,000
Bequests	2,357,000	406,000
Unconditional promises to give before unamortized discount and allowance for uncollectibles	31,656,000	20,925,000
Less unamortized discount - pledges	(2,425,000)	(1,995,000)
	29,231,000	18,930,000
Less:		
Allowance for uncollectibles - pledges	(4,666,000)	(3,348,000)
Allowance for uncollectibles - bequests	(165,000)	(28,000)
Net unconditional promises to give	\$ 24,400,000	\$ 15,554,000
Amounts due in		
Less than one year	\$ 6,552,000	\$ 2,681,000
One to five years	15,909,000	9,289,000
More than five years	9,195,000	8,955,000
Total	\$ 31,656,000	\$ 20,925,000

Discount rates ranged from 0.34% to 5.01% for 2014 and 0.34% to 5.17% for 2013.

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

(7) Internally-designated Assets

The governing body has designated certain assets for strategic and other future purposes. The composition of internally designated assets stated at fair value, as determined by the most recent market quotations or an estimate based on significant other observable inputs, at June 30, 2014 and 2013 is set forth below:

	2014	2013
Cash and cash equivalents	\$ 2,545,000	\$ 1,723,000
Common stocks and equity funds	10,482,000	9,244,000
International securities and equities	10,296,000	9,832,000
Fixed income securities	4,408,000	13,465,000
U.S. government and agency obligations	650,000	933,000
Alternative investments	3,586,000	3,421,000
	\$ 31,967,000	\$ 38,618,000

(8) Long-term Investments

The composition of long-term investments, stated at fair value, as determined by the most recent market quotations or an estimate based on significant other observable inputs at June 30, 2014 and 2013 is as follows:

	2014	2013
Cash and cash equivalents	\$ 2,997,000	\$ 3,549,000
Convertible securities and equities	10,240,000	17,771,000
International securities and equities	19,170,000	17,013,000
Fixed income securities	17,745,000	9,884,000
U.S. government and agency obligations	1,860,000	1,093,000
Alternative investments	9,735,000	7,925,000
LLC/Mount Sinai	50,000	-
	\$ 61,797,000	\$ 57,235,000

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

(9) Composition of Investment Returns

The following summarizes the investment return and its classification in the consolidated statements of activities:

	2014		
	Unrestricted	Temporarily Restricted *	Permanently Restricted
Interest income	\$ 2,646,000	\$ 3,255,000	\$ -
Gains:			
Realized gains	1,725,000	2,337,000	1,494,000
Unrealized gains	2,293,000	3,377,000	-
Total gains	4,018,000	5,714,000	1,494,000
Total return on investments in stock and bond portfolios	\$ 6,664,000	\$ 8,969,000	\$ 1,494,000
	2013		
	Unrestricted	Temporarily Restricted *	Permanently Restricted
Interest income	\$ 2,562,000	\$ 2,486,000	\$ -
Gains and losses:			
Realized gains	1,399,000	1,772,000	225,000
Unrealized gains	1,190,000	995,000	-
Total gains and losses	2,589,000	2,767,000	225,000
Total return on investments in stock and bond portfolios	\$ 5,151,000	\$ 5,253,000	\$ 225,000

* Some amounts included in change in value of split-interest agreements on the statements of activities.

National Jewish Health and Subsidiary
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

(10) Split-interest Agreements

National Jewish has the following split-interest agreements:

	2014		
	Assets	Liabilities	Net
Gift annuities	\$ 39,975,000	\$ 11,415,000	\$ 28,560,000
Unitrust agreements:			
National Jewish trusteeships	2,673,000	1,889,000	784,000
Third-party trusteeship, net	4,464,000	-	4,464,000
Term endowments	2,587,000	-	2,587,000
Pooled income agreements	701,000	449,000	252,000
Total	\$ 50,400,000	\$ 13,753,000	\$ 36,647,000
	2013		
	Assets	Liabilities	Net
Gift annuities	\$ 37,086,000	\$ 10,790,000	\$ 26,296,000
Unitrust agreements:			
National Jewish trusteeships	2,448,000	1,925,000	523,000
Third-party trusteeship, net	4,245,000	-	4,245,000
Term endowments	2,187,000	-	2,187,000
Pooled income agreements	696,000	439,000	257,000
Total	\$ 46,662,000	\$ 13,154,000	\$ 33,508,000

For the above split-interest agreements, a risk-free rate, obtained using U.S. Treasury bonds at the date of the gift, was used in conjunction with actuarially determined life expectancies to calculate present values. The interest rates ranged from 0.48% to 10.00% as of June 30, 2014 and 2013.

Though the assets received under gift annuity agreements are generally available for unrestricted use and the liability is a general obligation of National Jewish, National Jewish is required by several states to set assets aside to pay the regulatory minimum annuity obligation. These funds are classified as assets reserved for gift annuities on the consolidated statements of financial position. These assets are invested in equities and bonds, which are stated at fair value, as determined by the most recent market quotations or an estimate based on significant other observable inputs, and totaled \$9,813,000 and \$9,216,000 at June 30, 2014 and 2013, respectively.

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

(11) Construction-in-Progress

National Jewish is currently in the process of remodeling and upgrading parts of its campus in order to better utilize its facilities. In addition, National Jewish's Information Systems and Technology Department is internally developing software for management of its tobacco cessation programs and for a Patient Portal; both are solely for their own use. National Jewish formed a joint venture with the Icahn School of Medicine at Mount Sinai in New York City to support differentiated care and research in respiratory and related diseases on December 17, 2013. As a result of this joint venture, costs related to starting operations will be capitalized. Accordingly, at June 30, 2014, National Jewish had eight unfinished projects. Total projected costs are estimated at \$2,420,000. As of June 30, 2014, National Jewish has expended \$2,299,000 related to these projects.

(12) Long-term Debt

Long-term debt at June 30, 2014 and 2013 is summarized as follows:

	<u>2014</u>	<u>2013</u>
Revenue Bonds, Series 2012	\$ 24,145,000	\$ 25,595,000
Revenue Bonds, Series 2005	11,100,000	11,400,000
Gove School Property	7,250,000	7,750,000
Unamortized Bond Premium		
Revenue Bonds, Series 2012	1,170,000	1,260,000
Capital Lease/Financing Arrangement	<u>3,349,000</u>	<u>4,275,000</u>
	47,014,000	50,280,000
Less: Current Portion	<u>(3,288,000)</u>	<u>(3,146,000)</u>
	<u>\$ 43,726,000</u>	<u>\$ 47,134,000</u>

National Jewish Health and Subsidiary
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

(a) Series 2012 Revenue Bonds

The Colorado Health Facilities Authority issued \$26,790,000 aggregate principal amount of its Refunding Revenue Bonds Series 2012 (the 2012 Bonds) dated March 1, 2012. The proceeds were used to refund the Series 1998 and Series 1998B Bonds. National Jewish recorded a loss on the early extinguishment of debt relative to the Series 1998 and Series 1998B Bonds of approximately \$1,175,000. The 2012 Bonds are subject to a mandatory sinking fund redemption beginning January 1, 2026. Final principal payments on the bonds are due in January 2027. Redemption amounts are as follows at June 30, 2014:

2015	\$ 1,505,000
2016	1,565,000
2017	1,640,000
2018	1,730,000
2019	1,810,000
Thereafter	<u>15,895,000</u>
	<u>\$ 24,145,000</u>

The 2012 Bonds bear interest at fixed rates varying from 3.00% to 5.00% and are secured by the rights to all future revenue derived from National Jewish's property, excluding revenue derived from donor-restricted property if such revenue is unavailable for debt service. The 2012 Bonds are subject to covenants that impose certain operating and financial restrictions on National Jewish. Management believes National Jewish was in compliance with all covenants for the years ended June 30, 2014 and 2013.

(b) Series 2005 Revenue Bonds

In January 2005, the Colorado Health Facilities Authority issued \$13,500,000 aggregate principal amount of its Series 2005 Revenue Bonds (the 2005 Bonds) dated January 20, 2005. Proceeds from the 2005 Bonds were used to finance the construction of a clinical and research building, as well as several renovation projects and equipment.

The 2005 Bonds require annual payments of varying amounts. These payments began on January 1, 2007. Final principal payments on the bonds are due in January 2035. Redemption amounts are as follows at June 30, 2014:

2015	\$ 400,000
2016	400,000
2017	400,000
2018	400,000
2019	400,000
Thereafter	<u>9,100,000</u>
	<u>\$ 11,100,000</u>

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

The 2005 Bonds bear a variable rate of interest based on the rate at which the bonds could be remarketed at their face value and are secured by the rights to all future revenue derived from National Jewish's property, excluding revenue derived from donor restricted property if such revenue is unavailable for debt service. The interest rate at June 30, 2014 was .10%. The 2005 Bonds are backed by an irrevocable transferable letter of credit, which will be automatically extended without amendment for an additional period of 12 months beginning on March 1, 2015. The letter of credit expires April 1, 2016, and is automatically extended by one year, each year beginning April 1, unless otherwise terminated before the updated expiration date. Unless certain events occur, such as the expiration date of the letter of credit, advances made on the letter of credit are not due for 366 days from the date of the advance. At June 30, 2014 and 2013, no borrowings were outstanding. The 2005 Bonds are subject to covenants, which impose certain operating and financial restrictions on National Jewish. Management believes National Jewish was in compliance with all covenants for the years ended June 30, 2014 and 2013.

The fair value of National Jewish's bond issues is determined by quoted market rates. The estimated fair values of National Jewish's financial instruments are summarized as follows:

	2014		2013	
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value
Revenue Bonds, Series 2012	\$ 25,315,000	\$ 25,595,000	\$ 26,855,000	\$ 27,554,000
Revenue Bonds, Series 2005	11,100,000	11,100,000	11,400,000	11,400,000

(c) Capital Lease

In August 2012, National Jewish entered into a capital lease with U.S. Bank to purchase software, hardware, and consulting fees for implementation of a new ERP system; and clinical equipment. As of June 30, 2014, \$4,636,000 has been used to acquire the aforementioned items.

Included in the equipment and software in the accompanying financial statements are assets under capital leases, as follows:

	2014	2013
Classes of assets		
Equipment and software	\$ 4,636,000	\$ 4,631,000
Less accumulated depreciation	<u>(458,000)</u>	<u>(77,000)</u>
	<u>\$ 4,178,000</u>	<u>\$ 4,554,000</u>

National Jewish Health and Subsidiary
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

Future minimum lease payments under capital leases, together with the present value of the net minimum lease payments as of June 30, 2014, are as follows:

2015	\$ 946,000
2016	980,000
2017	980,000
2018	581,000
Less amount representing interest	<u>(138,000)</u>
Present value of future minimum lease payments	<u>\$ 3,349,000</u>

(d) Held by Trustee

Assets held by trustees represent funds designated by the bond indenture to pay principal and interest on the 2012 and 2005 Bonds. The composition of these funds stated at contractual value, which approximates fair value, at June 30, 2014 and 2013, is as follows:

	<u>2014</u>	<u>2013</u>
	Cash and Cash Equivalents	Cash and Cash Equivalents
2012 Bonds		
Bond Reserve Fund	\$ 2,705,000	\$ 2,705,000
Bond Interest/Principal Fund	596,000	625,000
	<u>\$ 3,301,000</u>	<u>\$ 3,330,000</u>
2005 Bonds		
Bond Reserve Fund	\$ 783,000	\$ 783,000
Bond Interest/Principal Fund	-	-
	<u>\$ 783,000</u>	<u>\$ 783,000</u>

(e) Gove Middle School Property Promissory Note

In February 2011, National Jewish entered into a contract with School District No. 1, in the City and County of Denver and State of Colorado (DPS) to purchase the closed Gove Middle School property for \$9,000,000. The property is located adjacent to National Jewish's main campus. The purchase of the property was final on November 16, 2011. This property will be used for furthering National Jewish's clinical, research and educational missions. Principal payments as of June 30, 2014, are as follows:

2015	\$ 500,000
2016	500,000
2017	<u>6,250,000</u>
	<u>\$ 7,250,000</u>

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

DPS issued a non-recourse promissory note in the amount of \$8,750,000 which bears interest at a fixed rate of 4%. Interest only payments are due in August, November, February, and May of each year the note is outstanding. A final payment of the remaining principal outstanding is due in a balloon payment on May 23, 2017. The note is collateralized by the land.

(13) Line of Credit

National Jewish has a \$15,000,000 unsecured revolving bank line of credit expiring on February 1, 2016. At June 30, 2014 and 2013, there was \$10,927,000 and \$8,167,000, respectively, borrowed against this line, including accrued interest. Interest accrues at the greater of the prime rate less 1%; 30, 60, or 90 day LIBOR rate plus 175 basis points; or 2.75%. National Jewish's borrowing interest rate was 2.75% for both years ended June 30, 2014 and 2013.

(14) Commitments and Contingencies

(a) Operating Leases

National Jewish leases certain facilities and equipment under operating leases. The leases expire in various years through 2019. These leases generally require National Jewish to pay all executory costs (property taxes, maintenance, and insurance). Future minimum rental payments as of June 30, 2014, that have initial or remaining non-cancelable lease terms equal to or greater than one year are as follows:

2015	\$	1,616,000
2016		1,576,000
2017		1,435,000
2018		874,000
2019		223,000
		<hr/>
Total future minimum payments	\$	<u>5,724,000</u>

Rental expense for operating leases was approximately \$1,600,000 and \$1,571,000 for the years ended June 30, 2014 and 2013, respectively.

(b) Professional Liability

Reserves for professional liability claims were \$505,000 and \$2,196,000 at June 30, 2014 and 2013, respectively. The professional liability claims are stated at gross. As a result, National Jewish recorded an additional \$254,000 and \$1,606,000 of professional liability reserves and an equal amount of insurance coverage receivables at June 30, 2014 and 2013, respectively. The liability and corresponding receivable have decreased significantly from prior year due to a decrease in outstanding claims and favorable outcomes on settled claims.

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

The current portion of the above reserves, \$13,000 and \$162,000 at June 30, 2014 and 2013, respectively, is included in other accrued expenses in the accompanying consolidated balance sheets. The provision for losses related to professional liability risks is presented net of expected insurance recoveries in the consolidated statements of operations and was \$(339,000) and \$(64,000) for 2014 and 2013, respectively.

Professional liability reserve estimates represent the estimated ultimate cost of all reported and unreported losses incurred through the respective consolidated balance sheet dates. The reserve for unpaid losses and loss expenses are estimated using individual case-basis valuations and actuarial analyses. Those estimates are subject to the effects of trends in loss severity and frequency. The estimates are continually reviewed and adjustments are recorded as experience develops or new information becomes known. The time period required to resolve these claims can vary depending upon whether the claim is settled or litigated. The estimation of the timing of payments beyond a year can vary significantly. Although considerable variability is inherent in professional liability reserve estimates, we believe the reserves for losses and loss expenses are adequate based on information currently known. It is reasonably possible that this estimate could change materially in the near term.

(c) Other

National Jewish has certain pending litigation and claims incurred in the ordinary course of business; however, management believes, based on the advice of legal counsel, that the probable resolution of such contingencies will not materially affect the financial position or operations of National Jewish.

National Jewish maintains professional and general liability coverage through a claims-made policy with COPIC Insurance. The policy's liability is \$1,000,000 per medical incident and \$3,000,000 in the aggregate, with deductibles of \$100,000 per medical incident/occurrence and \$300,000 in the aggregate. In addition, umbrella coverage is provided to National Jewish through a claims-made policy with COPIC Insurance. The liability limit under the umbrella policy is \$40,000,000 combined medical incident and in aggregate.

(d) Risks and Uncertainties

National Jewish invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and those changes could materially affect the investment amounts reported in the statements of financial position.

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

(15) Temporarily Restricted Net Assets

Temporarily restricted net assets are available for the following purposes:

	2014	2013
Net assets reserved for future unrestricted uses	\$ 2,194,000	\$ 380,000
Restricted for research, education, patient care, and capital construction	31,224,000	21,805,000
Endowed assets not yet appropriated for expenditure	17,775,000	14,042,000
Unitrust agreements and pooled income agreements	8,088,000	7,211,000
	\$ 59,281,000	\$ 43,438,000

Net assets reserved for future unrestricted uses represent contributions not yet received by National Jewish. Endowed assets not yet appropriated for expenditure represent earnings on permanently endowed funds that have not been appropriated for expenditure by National Jewish in a manner consistent with the standard of prudence prescribed by SPMIFA. See Note 17 for further discussion.

(16) Permanently Restricted Net Assets

Permanently restricted net assets consist of the following:

	2014	2013
Beneficial interest in perpetual trust agreement	\$ 12,216,000	\$ 10,722,000
Permanent endowments	33,335,000	33,156,000
Total	\$ 45,551,000	\$ 43,878,000

National Jewish is an income beneficiary of several perpetual trusts controlled by unrelated third-party trustees. The trust document or the trustees' policies govern the investment and distribution of trust assets. Trust income distributed to National Jewish for the years ended June 30, 2014 and 2013, was \$430,000 and \$454,000, respectively.

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

(17) Endowment

National Jewish's endowment consists of approximately 76 individual, donor-restricted funds established as endowments and intended for a variety of purposes. The Board of Directors has interpreted the State of Colorado Prudent Management of Institutional Funds Act (SPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, National Jewish classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the organization in a manner consistent with the standard of prudence prescribed by SPMIFA. The organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- 1) The duration and preservation of the fund
- 2) The purpose of the organization and the donor-restricted endowment fund
- 3) General economic conditions
- 4) The possible effect of inflation and deflation
- 5) The expected total return from income and appreciation of investments
- 6) The resources of the organization
- 7) The investment policies of the organization

(a) Investment Policy

National Jewish has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by the endowment while balancing fund growth. Under this policy, approved by the Board of Directors, the assets are invested in a manner that is intended to produce results that exceed CPI plus 5% per year as measured over a rolling 36-month period. To satisfy this long-term rate of return objective, National Jewish relies on a total return strategy in which investment returns are achieved through both capital appreciation and current yield. National Jewish targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives with prudent risk constraints.

(b) Spending Policy

National Jewish's spending policy varies by the purpose of the endowment and was established by the Board of Directors after considering all seven factors outlined by SPMIFA above. Funds with donor specific purposes have a spending policy of between 3% and 4% of the market value of the fund averaged over the past 12 fiscal quarters preceding the fiscal year in which the distribution is made.

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

(c) Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor restricted endowment funds may fall below the level that the donor or SPMIFA requires National Jewish to retain as an endowment. There were no such deficiencies as of June 30, 2014.

The composition of net assets by type of endowment fund at June 30, 2014:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 20,246,000	\$ 33,335,000	\$ 53,581,000
Board-designated endowment funds	10,626,000	-	-	10,626,000
Total Funds	\$ 10,626,000	\$ 20,246,000	\$ 33,335,000	\$ 64,207,000

Changes in endowment net assets for fiscal year ended June 30, 2014:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, beginning of year	\$ 12,772,000	\$ 16,229,000	\$ 33,156,000	\$ 62,157,000
Contributions	-	-	179,000	179,000
Endowment transfer	(4,000,000)	(4,194,000)	-	(8,194,000)
Investment income	814,000	3,015,000	-	3,829,000
Net assets released from restriction	-	(60,000)	-	(60,000)
Gain on sale of investments	810,000	2,137,000	-	2,947,000
Unrealized gain on sale of investments	230,000	3,119,000	-	3,349,000
Endowment net assets, end of year	\$ 10,626,000	\$ 20,246,000	\$ 33,335,000	\$ 64,207,000

The composition of net assets by type of endowment fund at June 30, 2013:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 16,229,000	\$ 33,156,000	\$ 49,385,000
Board-designated funds	12,772,000	-	-	12,772,000
Total Funds	\$ 12,772,000	\$ 16,229,000	\$ 33,156,000	\$ 62,157,000

National Jewish Health and Subsidiary
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

Changes in endowment net assets for fiscal year ended June 30, 2013:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, beginning of year	\$ 11,561,000	\$ 15,019,000	\$ 32,466,000	\$ 59,046,000
Contributions	-	-	690,000	690,000
Endowment transfer	-	(3,442,000)	-	(3,442,000)
Investment income	623,000	2,252,000	-	2,875,000
Net assets released from restriction	-	(63,000)	-	(63,000)
Gain (loss) on sale of investments	(5,000)	1,652,000	-	1,647,000
Unrealized gain on sale of investments	593,000	811,000	-	1,404,000
Endowment net assets, end of year	<u>\$ 12,772,000</u>	<u>\$ 16,229,000</u>	<u>\$ 33,156,000</u>	<u>\$ 62,157,000</u>

(18) Fair Value Disclosure

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. There is a hierarchy of three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices in active markets for identical assets or liabilities

Level 2: Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active, other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

(a) Recurring Measurements

The following table represents the fair value measurement of assets recognized in the accompanying balance sheet measured at fair value on a recurring basis and the level within the ASC 820 fair value hierarchy in which the fair value measurements fall at June 30, 2014 and 2013:

National Jewish Health and Subsidiary
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

Description	June 30, 2014	Fair Value Measurements at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Short-term investments				
Common stocks and equity funds	\$ 305,000	\$ 305,000	\$ -	\$ -
Bonds and notes	196,000	196,000	-	-
Total short-term investments	<u>501,000</u>	<u>501,000</u>	<u>-</u>	<u>-</u>
Internally-designated assets				
Common stocks and equity funds	10,482,000	10,482,000	-	-
International securities and equities	10,296,000	10,296,000	-	-
Fixed income securities	650,000	650,000	-	-
U.S. government and agency securities	4,407,000	4,407,000	-	-
Alternative investments	3,587,000	-	-	3,587,000
Total internally-designated assets	<u>29,422,000</u>	<u>25,835,000</u>	<u>-</u>	<u>3,587,000</u>
Assets reserved for gift annuities				
Fixed-income securities	3,598,000	3,598,000	-	-
Convertible securities and equities	3,697,000	3,697,000	-	-
International securities and equities	2,518,000	2,518,000	-	-
Total assets reserved for gift annuities	<u>9,813,000</u>	<u>9,813,000</u>	<u>-</u>	<u>-</u>
Long-term investments				
Convertible securities and equities	19,969,000	19,969,000	-	-
International securities and equities	17,743,000	17,743,000	-	-
Fixed income securities	10,240,000	10,240,000	-	-
U.S. government and agency securities	1,860,000	1,860,000	-	-
Alternative investments	9,735,000	-	9,000	9,726,000
LLC/Mount Sinai	50,000	-	50,000	-
Total long-term investments	<u>59,597,000</u>	<u>49,812,000</u>	<u>59,000</u>	<u>9,726,000</u>
Other				
Bonds and notes	192,000	150,000	42,000	-
Beneficial interest in perpetual trust	12,649,000	-	12,649,000	-
Total other	<u>12,841,000</u>	<u>150,000</u>	<u>12,691,000</u>	<u>-</u>
Total assets above	<u>112,174,000</u>	<u>86,111,000</u>	<u>12,750,000</u>	<u>13,313,000</u>
Cash and cash equivalents not included above	4,745,000			
Total	<u>\$ 116,919,000</u>			

National Jewish Health and Subsidiary
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

**Fair Value Measurements
at Reporting Date Using**

Description	June 30, 2013	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Short-term investments				
Common stocks and equity funds	\$ 60,000	\$ 60,000	\$ -	\$ -
Bonds and notes	25,000	25,000	-	-
Total short-term investments	<u>85,000</u>	<u>85,000</u>	<u>-</u>	<u>-</u>
Internally-designated assets				
Common stocks and equity funds	9,244,000	9,244,000	-	-
International securities and equities	9,832,000	9,832,000	-	-
Fixed income securities	13,465,000	13,465,000	-	-
U.S. government and agency securities	933,000	933,000	-	-
Alternative investments	3,421,000	-	3,421,000	-
Total internally-designated assets	<u>36,895,000</u>	<u>33,474,000</u>	<u>3,421,000</u>	<u>-</u>
Assets reserved for gift annuities				
Fixed-income securities	4,794,000	4,794,000	-	-
Convertible securities and equities	4,422,000	4,422,000	-	-
Total assets reserved for gift annuities	<u>9,216,000</u>	<u>9,216,000</u>	<u>-</u>	<u>-</u>
Long-term investments				
Convertible securities and equities	17,771,000	17,771,000	-	-
International securities and equities	17,013,000	17,013,000	-	-
Fixed income securities	9,223,000	9,223,000	-	-
U.S. government and agency securities	1,093,000	1,093,000	-	-
Alternative investments	7,925,000	-	7,925,000	-
Pooled income funds	686,000	686,000	-	-
Total long-term investments	<u>53,711,000</u>	<u>45,786,000</u>	<u>7,925,000</u>	<u>-</u>
Other				
Bonds and notes	440,000	311,000	129,000	-
Beneficial interest in perpetual trust	10,722,000	-	10,722,000	-
Total other	<u>11,162,000</u>	<u>311,000</u>	<u>10,851,000</u>	<u>-</u>
Total assets above	<u>111,069,000</u>	<u>88,872,000</u>	<u>22,197,000</u>	<u>-</u>
Cash and cash equivalents not included above	5,247,000			
Total	<u>\$ 116,316,000</u>			

National Jewish Health and Subsidiary

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Following is a description of the valuation methodologies and inputs used for assets and liabilities measured at fair value on a recurring basis and recognized in the accompanying statements of financial position, as well as the general classification of such assets and liabilities pursuant to the valuation hierarchy. There have been no significant changes in the valuation techniques during the year ended June 30, 2014. In 2013, the fair value of alternative investments were based on a methodology that analyzed the underlying valuation investments. In 2014, the valuation methodology was changed to include the redemption frequency, which resulted in a Level 3 classification due to redemption limitations.

(b) Investments

Where quoted market prices are available in an active market, securities are classified within Level 1 of the valuation hierarchy. If quoted market prices are not available, then fair values are estimated by using quoted prices of securities with similar characteristics or independent asset pricing services and pricing models, the inputs of which are market-based or independently sourced market parameters, including, but not limited to, yield curves, interest rates, volatilities, prepayments, defaults, cumulative loss projections and cash flows. Such securities are classified in Level 2 of the valuation hierarchy. In certain cases where Level 1 or Level 2 inputs are not available, securities are classified within Level 3 of the hierarchy.

The value of certain investments, classified as alternative investments, is determined using net asset value (or its equivalent) as a practical expedient. Investments for which National Jewish expects to have the ability to redeem its investments with the investee within 12 months after the reporting date are categorized as Level 2. Investments for which National Jewish does not expect to be able to redeem its investments with the investee within 12 months after the reporting date are categorized as Level 3.

(c) Beneficial Interest in Perpetual Trust

Fair value is estimated at the present value of the future distributions expected to be received over the term of the agreement. Due to the nature of the valuation inputs, the interest is classified within Level 2 of the hierarchy.

National Jewish Health and Subsidiary
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

(d) Alternative Investments

Except as described below, the fair value of alternative investments has been estimated using the net asset value per share of the investments. Alternative investments held at June 30 consist of the following:

June 30, 2014				
	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Fund of Fund (A)	\$ 13,313,000	\$ 3,363,000	Quarterly to End of Term of Fund	60 Days to End of Term of Fund

June 30, 2013				
	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Fund of Fund (A)	\$ 11,346,000	\$ 3,723,000	Quarterly to End of Term of Fund	60 Days to End of Term of Fund

(A) This category includes investments in fund to funds that pursue multiple strategies to diversify risks and reduce volatility. The funds' composite portfolio includes investments in U.S. common stocks, global real estate projects, private equity, pooled income vehicles and arbitrage investments. However, as of June 30, 2014, it is probable that all investments in this category will be sold at an amount different from the net asset value of National Jewish's ownership interest in partners' capital. Therefore, the fair values of the investments in this category have been estimated using recent observable transaction information for similar investments. Investments with quarterly redemptions require lock-up periods of one year which has expired on the funds currently held. Of the remaining funds, they cannot be liquidated prior to the termination of the fund without the approval of the General Manager of the fund. Investment in the funds is intended to be long-term.

National Jewish Health and Subsidiary
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

(e) Level 3 Reconciliation

The following is a reconciliation of the beginning and ending balances of recurring fair value measurements recognized in the accompanying consolidated balance sheets using significant unobservable (Level 3) inputs:

	Fund of Funds
Balance, July 1, 2013	\$ -
Total realized and unrealized gains and losses included in change in net assets:	
Net realized gains (losses) on sales of investments	-
Unrealized appreciation (depreciation) on investments	1,536,000
Contributions	701,000
Distributions	(270,000)
Transfers in and/or out of Level 3	11,346,000
Balance, June 30, 2014	\$ 13,313,000

(f) Nonrecurring Measurements

The following tables present the fair value measurement of assets and liabilities measured at fair value on a nonrecurring basis and the level within the fair value hierarchy in which the fair value measurements fall at June 30, 2014 and 2013:

Description	June 30, 2014	Fair Value Measurements during Reporting Year		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobserv- able Inputs (Level 3)
Contributions and promises to give	\$ 9,094,000	\$ -	\$ 9,094,000	\$ -
Charitable remainder trusts	80,000	-	80,000	-
Gift annuities	875,000	-	875,000	-
Total	\$ 10,049,000	\$ -	\$ 10,049,000	\$ -

National Jewish Health and Subsidiary
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

Description	June 30, 2013	Fair Value Measurements during Reporting Year		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Contributions and promises to give	\$ 15,035,000	\$ -	\$ 15,035,000	\$ -
Charitable remainder trusts	67,000	-	67,000	-
Gift annuities	537,000	-	537,000	-
Total	\$ 15,639,000	\$ -	\$ 15,639,000	\$ -

As of June 30, 2013 alternative investments were considered to be Level 2. As of June 30, 2014, management has re-evaluated the investments to be Level 3.

(19) Employee Benefit Plans

National Jewish maintains a defined contribution plan (the Plan) covering substantially all full-time employees. Under the terms of the Plan, National Jewish contributes between 5% and 6% of an employee's covered wages up to the Social Security wage base and between 10% and 11% of covered wages in excess of the Social Security wage base. The Plan contains no provisions requiring National Jewish to match a portion of employee contributions. Expenses under the Plan for 2014 and 2013 approximated \$5,200,000 and \$4,931,000, respectively.

(20) Related-party Transactions

National Jewish from time-to-time in the normal course of business and within the guidelines of its conflict of interest policy, has entered into transactions with companies for which certain members of the companies' management also serve on the Board of National Jewish. Management believes that prices paid by National Jewish have been equal to or less than the prices that would have been paid in transactions with parties not related to National Jewish.



**National Jewish Health Board of Directors
January 2015**

The Board of Directors is the governing body for the institution, charged with setting policy, approving large expenditures and approving the hiring of all officers. In addition, the Directors help raise funds and boost attendance at special events around the country.

Current Board Members:

Allon, Margaret Sue Baer, Richard Berenbaum, Jim Brody, Paulette Brownstein, Norm Chotin, Robin Cohen, Geraldine Dodge, R. Stanton Engleberg, David Feiner, Michael Gart, Thomas Gibson, Roger Glauser, Jerry Gold, Will III Hirschfeld, Barry Isenberg, Christie Kemper, Mariner Kling, Lewis Kris, Steven Kuhn, James	Levin, Bradley A. Makovsky, Evelyn McArthur, Connie G. Moskowitz, Marvin Paul, Kathryn A. Richardson, Blair E. Salem, Hassan Schierburg, Rich (Chair) Schonbrun, Michael Schwartz, Carole Semple, Martin Siegel, Stephen Siegel, Wendy Silversmith, Donald Slubowski, Michael A. Steron, Marc Tansky, Burt Tuchman, Debra Zucker, Evan
--	--

Lifetime Directors:

Stephen W. Arent Joseph Davis Lawrence Gelfond William Gold Philip Karsh Leonard Perlmutter Edward Robinson	
---	--

Officers and Administration

The Officers and Administration work closely with the Board of Directors to create a vision for the institution. These leaders then work to implement that vision with all faculty, staff and supporters by recruiting great people and setting policy.

Officers:

Michael Salem, MD	President and CEO
Richard A. Schierburg, Denver, CO	Chair, Board of Directors
Robin Chotin, Denver, CO Don Silversmith, Denver, CO Evan Zucker, Denver, CO	Vice Chairs, Board of Directors
Robin Chotin, Denver, CO	Secretary, Board of Directors
Larry Silverstein, New York, NY	Treasurer, Board of Directors
Christine Forkner	Assistant Treasurer, Board of Directors, Executive Vice President and Chief Financial
Stephen Siegel and Wendy Siegel, New York, NY	Co-Chairs, Council of National Trustees
Albert D. Angel, West Orange, NJ	Vice Chair, Council of National Trustees
Jeffrey Kapor, Los Angeles, CA Tom Flexner, New York, NY Gary Silversmith, Washington, DC Bob Paller, Atlanta, GA David Solomon, Houston, TX	Regional Vice Chairs, Council of National Trustees
Laszlo Pook, MBA	Chief Information Officer

Department Chairs:

John Cambier, PhD	Chair, Integrated Department of Immunology
Richard Martin, MD	Chair, Department of Medicine
Erwin Gelfand, MD	Chair, Department of Pediatrics
Debra Dyer, MD	Chair, Department of Radiology
Pippa Marrack, PhD	Chair, Biomedical Research Department

Executive Leadership:

Robin Daigh, MBA	President, Health Initiatives
Ron Berge, MBA	Chief Operating Officer
Greg Downey, MD	Academic Affairs
Jeffrey Downing, RN	Chief Nursing Officer
Stephen Frankel, MD, FCCM, FCCP	Chief Medical Officer
Gary Cott, MD	Executive Director, Quality & Safety
Lauren Green-Caldwell	Vice President, Communications, CCMO
Sarah Taylor	Vice President, Human Resources
Lisa Tadiri	Vice President, Development

Hilary B. Baca

Education:

University of Colorado, Boulder & Colorado Springs Campuses
Bachelor of Science in Business- Major in Information Systems
Graduated December 2001

Experience:

Client Manager

National Jewish Health **11/2009- Present**
Responsible for managing a group of clients that includes state governments, corporations and Health Plans. Analyze and send reports on a weekly and monthly basis, and hold meetings with each customer on a regular basis to discuss Quit Line operations and customer service.

Account Manager

Muzak **7/2009-11/2009**
Responsible for managing a base of approximately 890 accounts in Colorado, handling cancellation requests, re-contracting existing accounts and bringing on new accounts.

- *Top 5 Account Managers In the country for lowest cancellation rate In August 2009.*

Account Manager

Enterprise Fleet Management **8/2004-4/2009**
Responsible for managing a base of approximately 50 current and new accounts, obtaining additional vehicle orders, providing customer service, consulting with clients and making fleet recommendations. Built strong client relationships by meeting with clients in person and via phone on a regular basis.

- *2008 Exceptional Achievement Award*
- *2006 Ancillary Closure Cup Award*

Client Service Representative

Enterprise Fleet Management **2/2004-8/2004**
Internally managed needs of all accounts, including locating and purchasing vehicles, coordinating delivery, completion of all leasing paperwork, purchase options, maintenance, fuel, insurance, etc.

Management Trainee Management Assistant

Enterprise Rent-A-Car **6/2002-2/2004**
Responsible for all daily car rental operations such as managing a car fleet, setting reservations, marketing to and managing corporate, dealership and auto shop accounts.

- *Won outstanding employee of the month 12.2002*
- *Won Corporate Account Excellence award 10.2002*
- *Won "Best of the Best" airport award In 7.2003*

Wireless Sales Executive

Arch Wireless **5/2001-11/2001**
Responsible for a monthly sales quota of wireless communications products and services on a business-to-business level. Also responsible for managing a book of existing accounts.

Inside Sales Representative

Metrocall Wireless **3/2000-3/2001**
Responsible for monthly sales quota of wireless products and services, computer-based provisioning, inventory control and purchasing, and retail store sales and customer service.

Computer Skills:

Windows, all Microsoft Office suites, CRM Account Database, EDGE, Subscriber Provisioning, Internet and E-mail.

SKILL SUMMARY

- More than fifteen years of experience including forecasting and scheduling, research and analysis, customer service, project coordination, Human Resources, and Benefits
- Certified in Microsoft Word, Excel, and PowerPoint
- Trained in NICE IEX WFM, Witness (Blue Pumpkin), Avaya CMS

PROFESSIONAL EXPERIENCE

National Jewish Health, Denver, CO 80206

Workforce Management Analyst

Mar 2012 – Present

- Schedule Call Center staff, adjust schedules and skill assignments to meet service metrics and optimize efficiency
- Track real time and historical monitoring of call volume activity
- Perform short term and long term call volume forecasting and determine appropriate staffing levels
- Track and report individual and supervisory level performance metrics

Great-West Retirement, Greenwood Village, CO 80111

Workforce Management

Jan 2010 – Mar 2012

- Created long term call volume forecasts and made recommendations to call center management regarding FTE and staffing budget
- Created weekly call volume forecasts and schedules for a 200 seat multi-skill, multi-site call center
- Conducted detailed research and create business analysis of proposed changes to roles, staffing, and Work Force Operations
- Conducted workforce software training for new hires and ongoing education for supervisors and representatives

Cigna West, Greenwood Village, CO 80111

Planning Resource Senior Associate

Jul 2008 – Jan 2010

- Monitored real time call activity and made adjustments to schedules, staff and skilling throughout the day
- Developed forecasts and weekly schedules for multiple teams that ensured appropriate staffing for expected call volumes
- Developed representative and supervisor level reporting to aid in the coaching and development of the call center staff
- Prepared daily, weekly and monthly performance analysis reports for the leadership team
- Coordinated with supervisors and director to schedule training and meetings
- Identified scheduling challenges and trends in call patterns, discussed issues and offered solutions to leadership

Great-West Healthcare, Greenwood Village, CO 80111

Workforce Management Specialist

July 2005– Jun 2008

- Monitored real time call activity and made adjustments to schedules and staff throughout the day
- Developed forecasts and weekly schedules for multiple teams that ensured appropriate staffing for expected call volumes
- Prepared daily, weekly and monthly performance analysis reports for the leadership team
- Tracked and reported adherence, aux time, teamwork/self-management, and quality results for each rep in the Denver Call Center weekly

Epic Benefit Services, Inc., Centennial, CO 80112

Office Coordinator

Mar 2004 to May 2005

- Reviewed and proofread plan documents, reports, and marketing materials
- Responsible for Cobra tracking and payments, monthly client billing, and participant Flexible spending account deposits.
- Maintained eligibility and Provider databases

American Century Investments, Lone Tree, CO 80124

Investor Relations Representative

Nov 2000 to Jul 2003

- Nominated for the American Century Value Award in 2002, an award that focused on providing outstanding quality service to internal and external customers
- Provided efficient and accurate customer service as well as giving specific performance and investment strategies for sixty-five mutual funds

Littleton Adventist Hospital - Centura Health, Littleton, CO 80122

Specialist / Human Resources

Jul 2000 to Nov 2000

- Negotiated status and compensation for new employees
- Handled employee inquiries pertaining to Payroll, Benefits, Personal Time Off, FMLA and general Human Resources questions
- Facilitated orientation for new hires

LeChelle Schilz

- Auto-Dialer (Sales and Collections)
- IVR
- Nice / Witness
- Bullseye Training Software

Implementation of process improvements for local and national level

Assisted the Learning and Development Department

- Competitive Edge and Retention Training
- Rate Adjustment Training
- Technical Refresher Training
- Responsible for reporting the markets Retention performance
- 2005 Top Retention Team
- Created Monthly incentives for the Department to achieve Retention Goals

Built the necessary skills and promoted employees to Sales and Retention

Recognized as Top Supervisor and Top Team on several occasions during my tenure

MIDAS winner for Comcast Ambassador

Education

2015- current	Metropolitan State University	Denver, CO
Pursing Bachelor Degree in Nursing		Denver, CO
2014- 2014	Community College of Denver	
Pursing Bachelor Degree in Nursing		Aurora, CO
2012-2014	Community College of Aurora	
Associates of Arts		Denver, CO
1997-1999	Denver Technical College	
Associates, Pharmacology		
1994-1997	University of Colorado	Denver, CO
Major: Business Management		

CARA MESSICK, M.S.

PROFESSIONAL SUMMARY

Manager with 15+ years education and experience. Strong partner liaison between management and organization stakeholders. Business process integration, curriculum development and training delivery for daily tasks and cross-functional mergers resulting in millions of dollars in savings.

- Service-oriented problem solver with proven ability to apply creative solutions
- Able to quickly synthesize technical and policy information to develop and simplify processes
- Broad range of experience delivering training to culturally and economically diverse populations allows easy adaptation to any delivery setting
- Selective delegation allows teams to be efficient while developing participant rapport and skills
- Networks team members brainstorming to implement viable and long-lasting solutions
- Strong written and verbal communication skills
- Trained staff on use of computer applications used in various positions
- Supervised development of self-guided web based training program

TECHNOLOGIES

- Experience with Windows, Novell Network and Mac OS2
- MS Office, Word, Excel, Access, Visio, SPSS-X, Scanners, OCR, Adobe Photoshop

CAREER EXPERIENCE

Coordinator of Training and Staffing, National Jewish Health Current

Manager Fraud Control: Training, Verizon Communications 2005 to 2008

Assigned staffing levels and shift scheduling from productivity and case/call volume projections. Liaison to operations for multiple site functional transitions: 800 routing, system access, training. Hired, trained and evaluated staff.

Analyzed procedural gaps for efficiencies:

- 78% reduction in cases verified as identity theft (annual quarterly comparison)
- 25% increase in system cases worked year over year
- 66% reduction in fraud credit adjustments year over year

Opened 2 new call centers:

- Established tier system delivering \$1.5K in incentives to reward and acknowledge employees
- Created annual review guidelines and assessment template
- Hired, trained and evaluated staff
- Liaison to operations for 800 routing, system access, UAT

Short & long term management of large groups:

- Responsible for up to 35 staff including Supervisors & Staff
- Supervised delivery for ~13 annual 3 week classes for up to 12 students

2006 Verizon Services Performance Excellence Award

“Best-in-class” fraud monitoring system completed in <6 months, resulting in \$14M expense reduction in the 2007 budget cycle, integrated 16 systems, significant improvement to customer experience, reduced work hours of 120 workers.

Volunteer English as a 2nd Language (ESL) Class, EGOS 2003 to Present

Supervisor Fraud Control: Training, Verizon Communications (MCI) 2001 to 2005

Developed and oversaw quality assurance program. Liaison to operations for policies and procedures. Created training curricula, maintained training reference materials and trained staff.

Created Quality Assurance program:

Developed Access database with Excel pivot table site/shift/group/individual reporting
Elimination of ~7280 pages printed annually
Incorporated trending results to development of classroom and workshop curriculum

Produced curriculum addressing 7 functional groups of the operations team:

Developed web based reference manual for 2 sites
Trained staff on telecom, fraud monitoring, and 45+ internal systems
Created of on-line self-paced training modules

Liaison to operations for procedural updates and system release timetables

Coordinated ancillary updates to tracking forms, letters, 800 routing and procedural documentation
Automated quarterly change control log, approval process, reported baseline of 1280 annual updates

2003 MCI Business Operations Shining Star Award

The transition team used only 4 days to obtain access for the additional 7 legacy systems, integrate operational processes, and train staff: effectively covering both networks with no incremental headcount.

Special Project Manager, Aspen Media & Market Research (August - November) 2000
Project management: customer interface, timeline development, resource allocation and budgeting

Clerical Assistant, Kelly Temporary Services (February – August) 2000
Temporary relocation to Arkansas – Answering phones, filing for Blue Cross and Avaya

Director Quality Control, Penn, Schoen Berland & Associates 1999 to 2000
Developed MS Access database to score quality with shift/individual reporting. Implemented use of call recording technology and oversaw quality assurance program.

Call Center Manager, Penn, Schoen Berland & Associates 1998 to 1999
Opened call center. Wrote employee handbook including policies and procedures. Developed incentive system. Hired, trained and managed 30 staff to interview executives from Fortune 1000 companies.

English as a Second Language (ESL) Instructor, Whatcom Community College 1997 to 1998
Manage up to 5 assistants and 40 students in program representing 40+ language groups. Delivered lifeskills, and grammar to a variety of ethnic, economic and educational backgrounds. Developed learning library for remote campus

EDUCATION

Adult Basic Education Conference – Denver, CO: February, 2009

Adult Basic Education Conference – Denver, CO: March, 2006

Intermediate & Advanced MS Access - New Horizons Learning Ctr. - Denver, CO: Summer, 1999

Basic Mediation Training - Skagit Valley Dispute Resolution Center - Mt. Vernon, WA: April, 1997

TESL Certification - Western Washington University - Bellingham, WA: June, 1996

M.S. Psychology - Western Washington University - Bellingham, WA: December, 1995

B.A. Psychology - University of Puget Sound - Tacoma, WA: May, 1993

CONTRACTOR NAME – National Jewish Health

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
QL Coach	QL Coach	\$37,440	100%	\$37,440
QL Coach	QL Coach	\$37,440	100%	\$37,440
QL Coach	QL Coach	\$37,440	12.5%	\$4,680
QL Supervisor	QL Staff	\$54,000	20%	\$10,800
Hilary Baca	Client Relationship Manager	\$54,000	2%	\$1,080
Karen Werner	WorkForce Manager	\$48,000	2%	\$960
LeChelle Schiltz	Real Time Analyst	\$45,000	2%	\$900
Cara Messick	QL Trainer	\$51,000	2%	\$1,020



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

May 18, 2015

Her Excellency, Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with National Jewish Health, (Vendor #172376), 1400 Jackson Street, Suite 101, Denver, CO 80206, for the provision of statewide tobacco treatment services in order to reduce the health and economic consequences of tobacco use and dependence, in an amount not to exceed \$685,000 effective July 1, 2015 or upon Governor and Executive Council approval, whichever is later, through June 30, 2017. 37% General funds / 63% Federal funds.

Funds are anticipated to be available in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriation of funds in the future operating budgets, with ability to adjust encumbrances between State Fiscal Years, through the Budget Office if needed and justified without further approval from Governor and Executive Council.

05-95-90-902010-5608 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, NH TOBACCO HELP LINE

Table with 5 columns: SFY, CLASS, TITLE, ACTIVITY CODE, BUDGET. Rows include data for 2016 and 2017 for 'Contracts for Program Services' with activity codes 90018000 and 90018004, and a total row showing \$685,000.

EXPLANATION

Funds in this agreement will be used to contract with National Jewish Health to operate and sustain the New Hampshire Tobacco Helpline. The New Hampshire Tobacco Helpline provides free, confidential tobacco cessation services to New Hampshire residents who want to quit using tobacco. According to the 2013 Behavior Risk Factor Surveillance Survey, the New Hampshire adult smoking prevalence is 16.2%. Tobacco related diseases kill more people than alcohol, AIDS, car crashes, illegal drugs, murders, and suicides combined. Tobacco use remains the most preventable cause of disease and premature death.

New Hampshire Tobacco Helpline delivers real-time information, advice, and support to tobacco users—regardless of their location in the state, race/ethnicity, disability or economic status. By ensuring that the New Hampshire Tobacco Helpline maintains multiple ways to access free counseling services, either by telephone or electronically, it will better meet the needs of New Hampshire residents and healthcare providers.

As part of this agreement, National Jewish Health will provide the following:

- 1) Operation of 1-800-QUIT-NOW Quitline (Self-referral via phone)
 - a. Maintain a live answer rate at 95%;
 - b. Trained Counselors will call back all voice messages within 48 hours.
- 2) Support for www.trytostopnh.org (Self-referral via secure e-mail)
 - a. Maintain all technology for website resources;
 - b. Trained Counselors will contact clients within 48 hours.
- 3) Support for Phone Text (Self-referral via text message)
 - a. Maintain technology for phone texting services;
 - b. Trained Counselors will contact clients within 48 hours.
- 4) Operation of QuitWorks-NH (Fax referral from clinicians to New Hampshire Tobacco Helpline by phone/fax or electronically)
 - a. Trained Counselors will contact referred patients within 3 business days;
 - b. Three phone calls will be made to the patient in attempt to reach voice contact;
- 5) Sustainability Activities
 - a. Convene a working meeting attended by at least two commercial health plans to discuss future sustainability of the New Hampshire Tobacco Helpline

National Jewish Health was selected for this project through a competitive bid process. A Request for Proposal was posted to the Department's website on December 23, 2014 with a closing date of January 30, 2015. Two (2) proposals were received. The proposals were evaluated based on the criteria published in the Request for Proposals by a team of individuals with extensive knowledge and expertise. The bid sheet is attached.

This contract contains extension language for two (2) additional periods of two (2) years each, contingent upon satisfactory vendor performance, continued availability of funding and Governor and Executive Council approval.

Should the Governor and Executive Council not authorize this Request, New Hampshire residents may not have access to no-cost, confidential smoking cessation programs and support. Tobacco quitlines lead to higher quit rates and reduced tobacco-related poor health outcomes and healthcare expenses.

Area Served: Statewide.

Source of Funds: 37% General Funds and 63% Federal Funds (FAIN #U58DP006010).

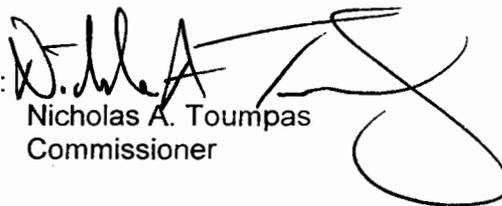
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Marcella J. Bobinsky, MPH
Acting Director

Approved by:



Nicholas A. Toumpas
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

NH Tobacco Helpline Operation and Sustainability

16-DHHS-DPHS-TPCP-02

RFP Name

RFP Number

Reviewer Names

1. Teresa Brown, Health Promo Advisor, DPHS

Bidder Name

2. Donna Fleming, Administrator I, DPHS

1. National Jewish Health

3. Christin D'Ovidio, Programs Information Officer

2. Alere Wellbeing, Inc.

4. Richelle Swanson, Administrator III, DPHS

5. Mary J. Holliday, Administrator II, DPHS

Pass/Fail	Maximum Points	Actual Points
	200	165
	200	143

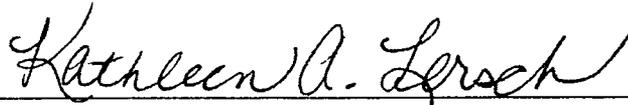
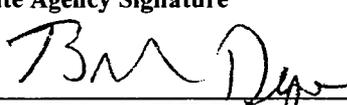
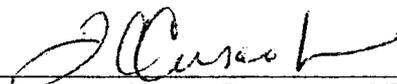
Subject: NH Tobacco Helpline Operation & Sustainability

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name National Jewish Health		1.4 Contractor Address 1400 Jackson Street S104 Denver, CO 80206	
1.5 Contractor Phone Number (303) 398-1005	1.6 Account Number 05-095-090-902010-5608-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$685,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christine Forkner, CFO	
1.13 Acknowledgement: State of <u>CO</u> , County of <u>Denver</u> On <u>4/1/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public KATHLEEN A. LERSCH NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19994007520 [Seal]		Peace 	
1.13.2 Name and Title of Notary Public MY COMMISSION EXPIRES 02/18/2019 Kathleen A. Lersch, Executive Assistant		Peace	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brian Dupre / Brian Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 5/27/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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/PAYMENT.
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.
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.

Contractor Initials: 
Date: 4/7/15

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

Contractor Initials: WJ
Date: 4/7/15

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.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services that will be provided to individuals with limited English proficiency to ensure meaningful access to the Contractor's programs and/or services within ten (10) business days of the contract effective date.
- 1.2. For the purpose of this contract, any reference to days shall mean consecutive calendar days, unless otherwise noted.
- 1.3. For the purposes of this contract, the Contractor shall maintain membership to North American Quitline Consortium.
- 1.4. For the purposes of this contract, the Contractor shall maintain membership to the Association for the Treatment of Tobacco Use and Dependence (ATTUD).

2. Scope of Work

- 2.1. The Contractor shall manage a professional call center that handles multiple, simultaneous incoming and outgoing calls, with at minimum. The Contractor shall ensure call center services include but are not limited to:
 - 2.1.1. A toll-free telephone system that handles multiple, simultaneous incoming and outgoing calls.
 - 2.1.2. The ability to receive multiple inbound calls and answer brief questions regarding:
 - 2.1.2.1. Quitting all tobacco and electronic cigarette use.
 - 2.1.2.2. Helpline services.
 - 2.1.2.3. Enrolling in Helpline services.
 - 2.1.3. Access to highly trained intake and tobacco treatment specialists who can:
 - 2.1.3.1. Offer information, coaching, support, motivation, and customized quit plans.
 - 2.1.3.2. Offer NRT as funding allows.
 - 2.1.3.3. Facilitate caller connection to health plans, as directed by the NH DHHS.
 - 2.1.4. Live answer capacity for 90% of the calls received from 7:00 A.M. to 1:00 A.M., Eastern Standard Time, seven days per week excluding the day before Thanksgiving, Thanksgiving Day, December 24th, December 25th, Memorial Day (Observed), July 4th, and Labor Day.
 - 2.1.5. Voicemail capabilities 7 days a week, 24 hours a day with return calls being placed within 48 hours of voicemails being received. Voicemail capabilities shall provide callers with opportunities that include, but are not limited to:
 - 2.1.5.1. Leave a voice message.
 - 2.1.5.2. Register for services on-line.

CW



Exhibit A

- 2.1.5.3. Listen to QuitFacts topics, which include but are not limited to:
 - 2.1.5.3.1. What Increases your Chances for Quitting.
 - 2.1.5.3.2. Preparing to Quit.
 - 2.1.5.3.3. Smokeless Tobacco.
 - 2.1.5.3.4. Nicotine Replacement Therapy.
 - 2.1.5.3.5. How to Deal with a Craving.
- 2.1.6. Medical oversight for over-the-counter nicotine replacement therapy, which includes but is not limited to, patches, gum and/or lozenges. This includes accepting all liability for treatment services. The Contractor shall provide a four (4) week supply of nicotine replacement therapy at no cost to individuals who:
 - 2.1.6.1. Are at least eighteen (18) years of age.
 - 2.1.6.2. Meet medical eligibility in accordance with nicotine replacement therapy package inserts.
 - 2.1.6.3. Obtain a medical consent form, if required, due to experiencing a recent heart condition; stroke; uncontrolled hypertension; pregnancy; or currently breast-feeding.
- 2.2. The Contractor shall ensure all tobacco treatment specialists, including coaches and customer service representatives, complete a comprehensive training program prior to conducting client calls. Training shall include, but not be limited to:
 - 2.2.1. A four (4)-week intensive curriculum training that follows the Association for the Treatment of Tobacco Use and Dependence (ATTUD) and includes eleven core competencies for evidence-based treatment of tobacco dependence delivered through didactic training, live role-plays, side-by-side training and observation of current staff. The eleven core competencies shall include:
 - 2.2.1.1. Curriculum Intro and Overview.
 - 2.2.1.2. Tobacco as a Chronic Disease.
 - 2.2.1.3. Tobacco Products.
 - 2.2.1.4. Nicotine Addiction Objectives.
 - 2.2.1.5. Coaching Skills-Motivational Interviewing and Cognitive Behavioral Strategies.
 - 2.2.1.6. Cultural Considerations and Tobacco.
 - 2.2.1.7. Relapse Prevention.
 - 2.2.1.8. Pharmacotherapy.
 - 2.2.1.9. Call Handling.
 - 2.2.1.10. Quality Assurance.
 - 2.2.1.11. Using Information Systems.



Exhibit A

- 2.2.2. Continuing education programs delivered through web-based and in-person formats that include interactive activities that teach new and emerging practices based on scientific evidence that address:
 - 2.2.2.1. The refinement of coaching skills.
 - 2.2.2.2. Changes in the tobacco field.
 - 2.2.2.3. Needs of current staff.
- 2.2.3. Monthly continuing education programs with one-on-one weekly coaching and mentoring sessions with team supervisors that address topics including, but not limited to:
 - 2.2.3.1. Tobacco Use.
 - 2.2.3.2. Health Conditions.
 - 2.2.3.3. Behavior Change.
 - 2.2.3.4. Special Populations.
 - 2.2.3.5. Health Economics.
- 2.3. The Contractor shall follow a process flow to enroll, serve and report on services provided to state quitline callers. The process flow shall include, but not be limited to:
 - 2.3.1. Screening and categorizing calls as follows:
 - 2.3.1.1. Caller Ready to Quit in Next 30 Days.
 - 2.3.1.2. Caller Not Ready to Quit in Next 30 Days.
 - 2.3.1.3. Caller Seeks Information Only.
 - 2.3.1.4. Healthcare Professionals.
 - 2.3.1.5. Caller Seeks Information for Friend or Family.
 - 2.3.2. Conducting intake calls for the purpose of assessing readiness for change and collecting participant demographic data, during which time:
 - 2.3.2.1. Intake is completed by a customer service representative or coach using a comprehensive set of questions approved by each client.
 - 2.3.2.2. Callers are encouraged to complete the first coaching session concurrently or as soon as possible after the intake call is complete.
 - 2.3.2.3. Cessation coaches assess callers' readiness to make a quit attempt using the Stages of Change model.
 - 2.3.2.4. Coaches provide appropriate evidence-based interventions based on clients' Stages of Change results.
 - 2.3.3. Conducting ambivalent sessions for participants who are feeling uncertain about quitting in order to:
 - 2.3.3.1. Create a rapport that is based on collaboration, autonomy and evocation.
 - 2.3.3.2. Assess participants' stages of change.

CWJ

4/7/15



Exhibit A

- 2.3.3.3. Resolve ambivalence and increase motivation to quit through motivational interviewing.
- 2.3.3.4. Understand why smoking is important to the ambivalent participant.
- 2.3.3.5. Help participants set goals for quitting when participant confidence level is high.
- 2.3.4. Conducting preparation calls for participants who are committed to engage in the quitting process by:
 - 2.3.4.1. Creating a rapport that is based on collaboration, autonomy and evocation.
 - 2.3.4.2. Providing information that participants need.
 - 2.3.4.3. Employing SCT strategies to:
 - 2.3.4.3.1. Explore past quit attempts or observations of others who have quit.
 - 2.3.4.3.2. Consider environmental and personal triggers to use tobacco.
 - 2.3.4.3.3. Explore current coping strategies.
 - 2.3.4.4. Implementing cognitive-behavioral interventions to:
 - 2.3.4.4.1. Explore thoughts about tobacco use.
 - 2.3.4.4.2. Identify behaviors related to tobacco use.
 - 2.3.4.4.3. Assess current coping skills.
 - 2.3.4.4.4. Discuss important elements to aid in preparing a quit attempt.
 - 2.3.4.5. Using goal-setting interventions to:
 - 2.3.4.5.1. Identify participant goals.
 - 2.3.4.5.2. Discuss pharmacotherapy.
 - 2.3.4.6. Utilizing relapse prevention interventions to:
 - 2.3.4.6.1. Identify high-risk situations.
 - 2.3.4.6.2. Develop alternative plans to work through high risk situations.
 - 2.3.4.7. Discussing and providing additional support, as appropriate.
- 2.3.5. Conducting support/maintenance sessions that provide encouragement and additional support needed and identified by participants, which includes but is not limited to:
 - 2.3.5.1. Creating a rapport that is based on collaboration, autonomy and evocation.
 - 2.3.5.2. Implementing cognitive-behavioral interventions to:
 - 2.3.5.2.1. Identify problematic patterns of behavior.

CJH

4/7/15



Exhibit A

- 2.3.5.2.2. Evaluate current coping skills.
- 2.3.5.2.3. Develop additional or alternative coping skills, as necessary.
- 2.3.5.3. Utilizing relapse prevention interventions to:
 - 2.3.5.3.1. Identify high-risk situations.
 - 2.3.5.3.2. Develop alternative plans to work through high-risk situations.
- 2.3.5.4. Increasing external supports.
- 2.3.6. Conducting relapse prevention calls for participants who relapse, which shall include, but not be limited to:
 - 2.3.6.1. Creating a rapport that is based on collaboration, autonomy and evocation.
 - 2.3.6.2. Assisting participants to use information from the relapse as a learning opportunity.
 - 2.3.6.3. Providing support.
 - 2.3.6.4. Reassessing participant commitment to continue the quitting process in order to determine:
 - 2.3.6.4.1. If the participant is committed, then the Contractor shall:
 - 2.3.6.4.1.1. Use cognitive-behavior interventions to identify problematic patterns of behavior.
 - 2.3.6.4.1.2. Discuss problem-solving strategies.
 - 2.3.6.4.1.3. Assess current coping skills.
 - 2.3.6.4.1.4. Use goal-setting interventions to identify participant goals.
 - 2.3.6.4.1.5. Discuss pharmacotherapy.
 - 2.3.6.4.2. If the participant is not committed, then the Contractor shall deliver an MI intervention to strengthen participant commitment to change or resolve ambivalence.
- 2.4. The Contractor shall maintain a Helpline database and technical infrastructure that includes the ability to track:
 - 2.4.1. All CDC Data Warehouse requirements.
 - 2.4.2. Client responses to the Intake Screener call.
 - 2.4.3. Number of client services provided monthly and aggregated including, but not limited to:
 - 2.4.3.1. Counseling.
 - 2.4.3.2. Nicotine replacement therapy patch mailings.
 - 2.4.3.3. Screeners completed for 1-800-QUIT-NOW and QuitWorks-NH.

CWJ



Exhibit A

- 2.4.3.4. Letters sent to clients for missed appointments or who are unable to be reached.
- 2.4.4. Services provided to specific populations including, but not limited to, recipients of benefits through the Women, Infants and Children (WIC) program and State Employees.
- 2.4.5. How clients heard about the NH Tobacco Helpline.
- 2.4.6. Provider utilization of QuitWorks-NH.
- 2.4.7. Client volume around specific dates and/or program activities through customer satisfaction survey data results, which includes but is not limited to information regarding:
 - 2.4.7.1. Overall satisfaction with program services.
 - 2.4.7.2. Satisfaction with QuitLogix coaches.
 - 2.4.7.3. Helpfulness of materials.
 - 2.4.7.4. 30-day prevalence for a successful quit.
 - 2.4.7.5. Tobacco use including, but not limited to quit attempts, frequency, nicotine dependence and nicotine replacement therapy use.
- 2.4.8. Quit rates six months after the treatment intervention.
- 2.4.9. Satisfaction with services provided by the Helpline.
- 2.5. The Contractor shall accept non-telephonic inbound communications for referrals quitline services from multiple sources, including but not limited to:
 - 2.5.1. Fax referrals.
 - 2.5.2. Electronic secure email referrals.
 - 2.5.3. Online registrations.
 - 2.5.4. Click-to-call registrations.
 - 2.5.5. Mobil applications, including text messaging and email support to provide motivational, congratulatory and reminder text messages.
- 2.6. The Contractor shall offer eCoach services, which includes but is not limited to:
 - 2.6.1. A suite of interactive tools developed and hosted in-house.
 - 2.6.2. eCoach text messaging and email that are sent based on participant triggers and are designed to support telephone and online coaching programs. Text messages and emails shall include but not be limited to:
 - 2.6.2.1. Motivational messages, such as weekly emails that contain dynamic motivational content tailored to each participant based on individual tobacco use stage of change, ethnicity, type of participation (web only vs. phone only vs. pregnancy program) and other information.
 - 2.6.2.2. Informational messages that are sent after certain program and system events. Messages include notification of nicotine replacement therapy shipments with appropriate updates, coaching call appointment reminders, and disenrollment notifications.



Exhibit A

- 2.6.2.3. Re-engagement and relapse prevention messages targeted at participants who become unreachable during their enrollment and may or may not have quit in order to encourage those participants to re-engage with their cessation program.
- 2.6.2.4. Quit date anniversary congratulatory messages sent on the 1-, 2-, 3-, 6- and 12-month anniversaries to congratulate the participant for reaching milestones and motivate the participant to remain tobacco-free.
- 2.7. The Contractor shall provide feedback to referring providers up to five (5) times throughout the program as follows:
 - 2.7.1. When a referral is received by fax.
 - 2.7.2. At the time the patient enrolls in coaching (or if the patient is unreachable).
 - 2.7.3. When nicotine replacement therapy products are shipped to patients.
 - 2.7.4. When a patient completes the program.
 - 2.7.5. When a patient withdraws for another reason other than program completion.
- 2.8. The Contractor shall assist the Department to enter into private/public partnerships to support the State budget by covering Quitline services for their members/employees and their dependents.
- 2.9. The Contractor shall provide services that are specific to NH, including, but not limited to:
 - 2.9.1. Provide training and continuing education for healthcare providers through webinars that are New Hampshire – specific.
 - 2.9.2. Provide technical assistance and advice to healthcare professionals who call the quitline program.
 - 2.9.3. Provide printed materials for distribution to healthcare providers, which can be given to patients.
 - 2.9.4. Participate in state conference/training programs as identified by the Department to educate and inform healthcare professionals, administrators, insurers and purchasers about the quitline and promote systems change for the industry.
 - 2.9.5. Maintain a printed supply of Helpline materials that promote Helpline services. The Contractor shall ensure printed Helpline materials are written at the 8th grade reading level and include, but are not limited to:
 - 2.9.5.1. Brochures.
 - 2.9.5.2. Fact sheets.
 - 2.9.5.3. Displays.
 - 2.9.5.4. Posters.
 - 2.9.5.5. Educational items.
 - 2.9.6. Maintain the www.trytostopnh.org and www.quitworksnh.org websites in collaboration with the Department.

Handwritten initials in black ink, appearing to be "CJH".

4/7/15



Exhibit A

- 2.9.7. Provide Helpline technical assistance to the Department, as need.
- 2.10. The Contractor shall, under the guidance of the Department, develop a Health Marketing Plan for the purpose of increasing Helpline utilization. The Contractor shall:
 - 2.10.1. Ensure the Health Marketing Plan includes, but is not limited to:
 - 2.10.1.1. Press releases.
 - 2.10.1.2. Press conferences.
 - 2.10.1.3. Media coverage.
 - 2.10.1.4. Public displays.
 - 2.10.1.5. Conference and forum presentations.
 - 2.10.1.6. Evaluation of the plan in order to measure reach and effectiveness.
- 2.11. Meet with the Department and stakeholders on a regular basis to review the Health Marketing Plan and Helpline services, including meeting by telephone as needed. The Contractor shall:
 - 2.11.1. Conduct conference calls, as needed, with:
 - 2.11.1.1. Department staff only.
 - 2.11.1.2. Subcontractors only.
 - 2.11.1.3. Department staff and subcontractors, simultaneously.
 - 2.11.2. Produce web, video, radio, television, promotions and public service announcements, as requested by the Department.
- 2.12. The Contractor shall, under the guidance of the Department, develop and implement a social marketing campaign that utilizes multi-media services, including, but not limited to, the web, video, radio, television, promotions and public service announcements. The Contractor shall:
 - 2.12.1. Select a target population to identify competing behaviors.
 - 2.12.2. Conduct formative research, as necessary, for message development to make the competing behavior appear less attractive, less available, or more costly.
 - 2.12.3. Develop campaign materials including but not limited to:
 - 2.12.3.1. Video/digital.
 - 2.12.3.2. Audio.
 - 2.12.3.3. Web graphics.
 - 2.12.3.4. Print graphics.
 - 2.12.3.5. Web content and/or microsite.
 - 2.12.4. Tailor and test campaign materials to meet the unique information needs, everyday concerns and world views of the people who will use them.
 - 2.12.5. Under the guidance of the Department, release a Request for Proposals to NH media vendors and negotiate media buy plans that include extending the campaign's reach after the paid media has ended.

CS

4/7/15



Exhibit A

- 2.12.6. Conduct a web-based contest in order to recruit individuals to participate in the Dear Me New Hampshire campaign.
- 2.12.7. Collect and track data upon implementation of each type of campaign strategy, including the number of outreach and educational materials distributed, online ad clicks, website visits, toll-free telephone calls to the NH Tobacco Helpline, social media channel followers, online conversations on the topic of tobacco in NH, event participation, outcome of earned media efforts, and outreach and education viewed.
- 2.12.8. Develop and implement an evaluation plan to track the placement and effectiveness of paid media and public relations efforts including reach and frequency data to determine how many NH residents have been exposed to the outreach and education efforts and at what frequency. The Contractor shall ensure the evaluation includes, but is not limited to:
 - 2.12.8.1. Using geo-targeting and audience segmentation for analyzing placement opportunities to determine the most cost effective placement that reaches the maximum number of individuals in the target audience(s).
 - 2.12.8.2. Requesting and reviewing affidavits that show actualized media run, added value delivered and credit received/used.
 - 2.12.8.3. Analyzing media metrics to determine accuracy in reaching target audience(s).
 - 2.12.8.4. Providing customized post-buy reports, presentations, and evaluations to the Department.
 - 2.12.8.5. Evaluating the cost effectiveness and return on investment of messages, placements and strategies based on target audience(s).
 - 2.12.8.6. Conduct data collection through Department approved surveys and other methodologies, such as website redirects via Google Analytics.
- 2.12.9. Work with vendors to identify existing points of data, and develop processes for collecting additional data points.

3. Reporting Requirements

- 3.1. The Contractor shall provide an outline to the Department on a monthly basis records and summarizes all health communication activities including, but not limited to:
 - 3.1.1. Press releases.
 - 3.1.2. Press conferences.
 - 3.1.3. Media coverage. Public displays.
 - 3.1.4. Conference and forum presentations.
- 3.2. The Contractor shall maintain a standard report library that contains data needed in order to manage a statewide tobacco treatment Quitline. The Contractor shall respond to requests for data queries, as needed, and ensure the report library includes, but is not limited to:



Exhibit A

- 3.2.1. A report catalogue for Helpline telephone services, which includes but is not limited to:
 - 3.2.1.1. Daily activity reports that include all intake calls classified into closed contacts, general inquiries and fax or email referrals.
 - 3.2.1.2. Monthly activity reports that include calls classified by types, which include calls for information only, calls enrolled in coaching, completion of coaching calls from the preceding month.
 - 3.2.1.3. Monthly intake demographic reports that identify:
 - 3.2.1.3.1. Demographic information of callers, including but not limited to:
 - 3.2.1.3.1.1. Age and gender.
 - 3.2.1.3.1.2. Marital status.
 - 3.2.1.3.1.3. Zip code/region/county.
 - 3.2.1.3.1.4. Ethnicity and race.
 - 3.2.1.3.1.5. Language and educational level.
 - 3.2.1.3.1.6. Insurance status and type.
 - 3.2.1.3.1.7. Pregnancy status.
 - 3.2.1.3.1.8. Comorbidity.
 - 3.2.1.3.1.9. Sexual preference.
 - 3.2.1.3.1.10. Children in the home.
 - 3.2.1.3.1.11. Priority population status.
 - 3.2.1.3.1.12. Number of tobacco users in the home.
 - 3.2.1.3.1.13. Mental health conditions.
 - 3.2.1.3.1.14. Readiness to quit.
 - 3.2.1.3.2. Type of tobacco/quantity of cigarettes smoked or other tobacco products used.
 - 3.2.1.3.2.1. Level of dependency.
 - 3.2.1.3.2.2. Motivation to quit.
 - 3.2.1.3.2.3. Use and type of nicotine replacement therapy.
 - 3.2.1.3.2.4. Callers referred to local resources.
 - 3.2.1.3.2.5. Quit Kit distribution.
 - 3.2.1.3.3. Identified information on tobacco history, including but not limited to:
 - 3.2.1.3.3.1. Services and medications used during previous quit attempts.
 - 3.2.1.3.3.2. Number of quit attempts.



Exhibit A

3.2.1.3.3.3. Other relevant information.

- 3.2.1.4. Monthly medical demographic reports that provide pertinent medical conditions for participants (co-morbidity).
- 3.2.1.5. Monthly nicotine replacement therapy reports that include nicotine replacement therapy orders that include type, quantity, dosage and shipment information.
- 3.2.1.6. Monthly call volume reports by county using zip codes provided during the intake process.
- 3.2.1.7. Monthly fax reports that include the total number of fax referrals categorized into enrolled, information only, declined and unreachable.
- 3.2.1.8. Health plan summary reports that include services provided to members of health plans through the Helpline.
- 3.2.1.9. Success stories reports that provide a brief description of participants who have shared their quit success with Contractor coaches, and include obtained permission to re-contact participant and their contact information.

3.2.2. A report catalogue for on-line services, which includes but is not limited to:

3.2.2.1. Monthly utilization reports that indicate:

- 3.2.2.1.1. The number of visits to the website.
- 3.2.2.1.2. The number of unique visits to the website.
- 3.2.2.1.3. The average time on the website (in minutes).
- 3.2.2.1.4. The number of registrants each month.
- 3.2.2.1.5. The utilization of overall website and of specific web pages, including but not limited to:
 - 3.2.2.1.5.1. Number of hits.
 - 3.2.2.1.5.2. Average time on page.
 - 3.2.2.1.5.3. Navigation between pages.

3.2.2.2. Monthly intake demographic reports that identify demographic information of registered users including but not limited to:

- 3.2.2.2.1. Age and gender.
- 3.2.2.2.2. Marital status.
- 3.2.2.2.3. Ethnicity.
- 3.2.2.2.4. Insurance status.
- 3.2.2.2.5. Readiness to quit.
- 3.2.2.2.6. Type of tobacco.
- 3.2.2.2.7. Quantity of tobacco used.



Exhibit A

- 3.2.2.3. Monthly nicotine replacement therapy report that includes nicotine replacement therapy orders that specify:
 - 3.2.2.3.1. Type.
 - 3.2.2.3.2. Quantity.
 - 3.2.2.3.3. Dosage and shipment if the client allows nicotine replacement therapy orders online.
- 3.2.2.4. Annual reports that provide program evaluation including a summary report of all data presented on the monthly reports as well as quit rates and participant satisfaction survey results.
- 3.2.3. A report catalogue for text messaging to track the effectiveness of text messaging in reaching and serving program participants. Text messaging reports shall include, but not be limited to:
 - 3.2.3.1. Monthly texting report that includes:
 - 3.2.3.1.1. Number of participants enrolled in text messaging.
 - 3.2.3.1.2. Total number of messages sent per participant.
 - 3.2.3.1.3. Average number of messages sent to a participant.
- 3.3. The Contractor shall provide a social marketing campaign outcome report by no later than nine (9) months after the campaign ends for each campaign conducted. The outcome report shall include but not be limited to:
 - 3.3.1. Media placement by type and outcomes of each type including a report of reach and gross rating points (GRPs).
 - 3.3.2. Responses to marketing campaigns by target population.
 - 3.3.3. Social media and web metrics for the campaign.
 - 3.3.4. Economic Evaluation of the impact of the media buys and treatment services provided in order to complete analyses which may include but not be limited to cost-benefit analysis, cost-utility analysis, and cost-effectiveness/minimization analysis.
 - 3.3.5. Outcomes of any formative research for the campaigns.
 - 3.3.6. Recommendations that include next steps to be taken in the campaigns.
- 3.4. The contractor shall provide client data evaluation reports every six (6) months that have cumulative data from the previous six (6) months, which include, but are not limited to:
 - 3.4.1. Ever-Quit.
 - 3.4.2. 7-Day Ever Quit.
 - 3.4.3. 30-Day Ever Quit.
 - 3.4.4. 7-Day Quit.
 - 3.4.5. 30-Day Quit Plus Satisfaction Rating

4. Deliverables

CWJ

4/7/15



Exhibit A

- 4.1. The Contractor shall return 100% of the voicemail messages received, as described in Section 2.1.5, within 48 hours of receiving each message.
- 4.2. The Contractor shall provide a minimum of twelve (12) monthly employee trainings per year as described in Section 2.2.3 and have the ability to provide attendance records of the trainings to the Department, upon request.
- 4.3. The Contractor shall have a minimum supply of Helpline print materials described in Section 2.8.5 ready for distribution at all times as follows:
 - 4.3.1. Five hundred (500) brochures.
 - 4.3.2. Five hundred (500) fact sheets.
 - 4.3.3. Fifty (50) posters.
- 4.4. The Contractor shall provide a draft Health Marketing Plan described in Section 2.9 no later than January 31, 2016.
- 4.5. The Contractor shall participate in a minimum of twelve (12) Management Meetings to provide technical assistance identified in Section 2.9.2.
- 4.6. The Contractor shall participate in a minimum of six (6) conference calls per year for a total of (12) conference calls as described in Section 2.9.3.
- 4.7. The Contractor shall provide a copy of all material produced in accordance with Section 2.9.4. and Section 2.10.3 to the Department no later than December 30, 2016.
- 4.8. The Contractor shall implement the social media campaign described in Section 2.10 for a minimum duration of three (3) months with a maximum duration of eighteen (18) months.
- 4.9. The Contractor shall release a Request for Proposals to NH media vendors as described in Section 2.10.5. no later than December 30, 2015.
- 4.10. The Contractor shall ensure media placements in Section 2.10.5 reach a minimum of 75% of the target audience each quarter of social media campaign run, with a minimum average 1,200 gross rating points (GRPs) during the introduction of a campaign and a minimum average of 800 GRPs per quarter of the social media campaign run, thereafter.
- 4.11. The Contractor shall conduct the web-based contest described in Section 2.10.6 no later than December 30, 2016.
- 4.12. The Contractor shall provide the Department with monthly reports described in Section 3 no later than the 16th day of the following month, unless the 16th is a holiday identified in Section 2.1.4. then the report will be due on the following day.
- 4.13. The Contractor shall provide an annual written summary that outlines a record of all health communication activities reported in Section 3.1 no later than August 31, 2016 for year one and August 31, 2017 for year two of the contract period.
- 4.14. The Contractor shall provide daily activities reports in Section 3.2.1.1. to the Department on a weekly basis no later than 12:00 P.M. every Monday for the previous week. If Monday is one of the holidays identified in Section 2.1.4, then the report will be due on Tuesday.

CS



Exhibit A

-
- 4.15. The Contractor shall provide the Annual Summary Report described in Section 3.2.2.4 on September 1st of 2016 and 2017. If September 1st is a holiday identified in Section 2.1.4, then the report will be due on the following day.
 - 4.16. The Contractor shall provide annual reports described in Section 3.2.3 no later than the 15th of January.
 - 4.17. The Contractor shall provide a draft social marketing campaign report described in Section 3.3 to the Department for review within sixty (60) days after the campaign ends, with a final report due thirty (30) days after receiving Department recommendations on the draft.
 - 4.18. The Contractor shall provide the client data evaluation reports in Section 3.4 to the Department no later than July 30th and January 30th every year.

CJS

4/7/15



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, in accordance with the budget in Exhibit B-1 and Exhibit B-2 for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded general and federal funds. Department access to federal funding is dependent upon requirements of the Catalog of Federal and Domestic Assistance (CFDA) # 93.305 with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.305, U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National State Based Tobacco Controls Programs, National Tobacco Program.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2. The invoice must be submitted by mail or e-mail to:

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

E-mail: dphscontractbilling@dhhs.state.nh.us
4. A final payment request shall be submitted no later than sixty (60) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 and Exhibit B-2 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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

Bidder/Program Name: National Jewish Health

Budget Request for: New Hampshire Tobacco Quittlines

Budget Period: 7/1/2015 - 6/30/2016

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 97,279.00	\$ 14,571.00	\$ 111,850.00	\$ -	\$ -	\$ -	\$ 97,279.00	\$ 14,571.00	\$ 111,850.00	
2. Employee Benefits	\$ 26,670.00	\$ 5,389.00	\$ 32,059.00	\$ -	\$ -	\$ -	\$ 26,670.00	\$ 5,389.00	\$ 32,059.00	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ 60,294.00	\$ -	\$ 60,294.00	\$ -	\$ -	\$ -	\$ 60,294.00	\$ -	\$ 60,294.00	
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7. Occupancy	\$ 4,212.00	\$ -	\$ 4,212.00	\$ -	\$ -	\$ -	\$ 4,212.00	\$ -	\$ 4,212.00	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephones	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ 19,000.00	\$ -	\$ 19,000.00	\$ -	\$ -	\$ -	\$ 19,000.00	\$ -	\$ 19,000.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	104,485.00	\$ -	\$ 104,485.00	\$ -	\$ -	\$ -	104,485.00	\$ -	\$ 104,485.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Evaluation and Outcomes Report	\$ 10,600.00	\$ -	\$ 10,600.00	\$ -	\$ -	\$ -	\$ 10,600.00	\$ -	\$ 10,600.00	
TOTAL	\$ 322,840.00	\$ 19,980.00	\$ 342,820.00	\$ -	\$ -	\$ -	\$ 322,840.00	\$ 19,980.00	\$ 342,820.00	
Indirect As A Percent of Direct		6.2%								

Contractor Initials: *CJH*
Date: 4/7/15

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

Bidder/Program Name: National Jewish Health

Budget Request for: New Hampshire Tobacco Quinine

Budget Period: 7/1/2016 - 6/30/2017

Line Item	Total Program Cost		Contractor Share/Match		Funded by DHH contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 97,279.00	\$ 14,571.00	\$ -	\$ -	\$ 97,279.00	\$ 14,571.00	\$ 111,850.00
2. Employee Benefits	\$ 28,670.00	\$ 5,389.00	\$ -	\$ -	\$ 28,670.00	\$ 5,389.00	\$ 32,059.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 60,294.00	\$ -	\$ -	\$ -	\$ 60,294.00	\$ -	\$ 60,294.00
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 4,212.00	\$ -	\$ -	\$ -	\$ 4,212.00	\$ -	\$ 4,212.00
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ 19,000.00	\$ -	\$ -	\$ -	\$ 19,000.00	\$ -	\$ 19,000.00
Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	104,485.00	\$ -	\$ -	\$ -	104,485.00	\$ -	104,485.00
13. Other (Specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Evaluation and Outcomes Report	\$ 10,600.00	\$ -	\$ -	\$ -	\$ 10,600.00	\$ -	\$ 10,600.00
TOTAL	\$ 322,540.00	\$ 19,960.00	\$ -	\$ -	\$ 322,540.00	\$ 19,960.00	\$ 342,500.00

6.2%

Indirect As A Percent of Direct

Contractor Initials: *CJH*
 Date: *4/21/15*



SPECIAL PROVISIONS

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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 services.
7. **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 Contractors 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 funders 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 funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such 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:

8. **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:
- 8.1. **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.
- 8.2. **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 such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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 directly 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 responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **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.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) 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.

12. **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.

13. **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:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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 governmental 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.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

OS

4/7/15



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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: Wherever 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 the 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.



REVISIONS TO GENERAL PROVISIONS

1. 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.
2. 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 State is exercising its option to terminate 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.
3. The Department reserves the right to renew the contract for up to two (2) additional two (2) year periods, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D

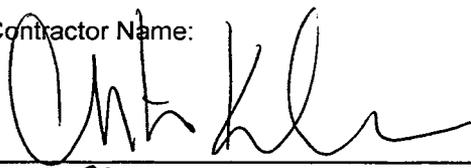


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

4/7/15
Date

Contractor Name: 
Name: Christine Forkner
Title: CFO



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):

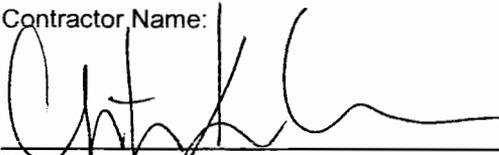
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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

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

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

4/7/15
Date

Contractor Name:

Name: Christine Forkner
Title: CFO



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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

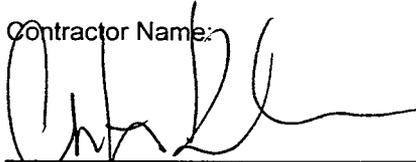
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

4/7/15
Date

Contractor Name:

Name: Christine ForKner
Title: CFO



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

4/7/15
Date

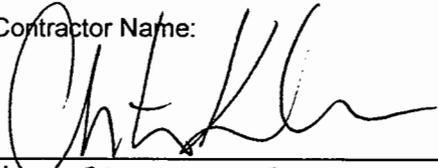
Contractor Name:

Name: Christine Fockner
Title: CFD

Exhibit G

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

Contractor Initials





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Name: Christine Forkner
Title: CFO

4/7/15
Date

Contractor Initials CF
Date 4/7/15



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

CS



Exhibit I

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

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

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

Handwritten initials, possibly "CJH", written in black ink over a horizontal line.



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

[Handwritten Signature]



Exhibit I

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

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

Handwritten initials, possibly "CJ", written in black ink.



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

A handwritten signature in black ink, appearing to be "CJ".



Exhibit I

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

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

NH DHHS
 The State
[Signature]
 Signature of Authorized Representative
Brak Oper
 Name of Authorized Representative
Bureau Chief
 Title of Authorized Representative
5/12/15
 Date

National Jewish Health
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Christine Forkner
 Name of Authorized Representative
CFO/EVP
 Title of Authorized Representative
4/7/15
 Date



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

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

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

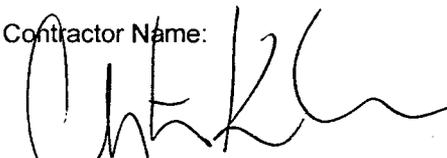
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

4/7/15
Date

Contractor Name:

Name: Christine Forkner
Title: CFO



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: 076443019
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

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

NO YES

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

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

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

Name: _____	Amount: _____

CONTRACTOR NAME – National Jewish Health

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
QL Coach	QL Coach	\$37,440	100%	\$37,440
QL Coach	QL Coach	\$37,440	100%	\$37,440
QL Coach	QL Coach	\$37,440	12.5%	\$4,680
QL Supervisor	QL Staff	\$54,000	20%	\$10,800
Hilary Baca	Client Relationship Manager	\$54,000	2%	\$1,080
Karen Werner	WorkForce Manager	\$48,000	2%	\$960
LeChelle Schiltz	Real Time Analyst	\$45,000	2%	\$900
Cara Messick	QL Trainer	\$51,000	2%	\$1,020



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

May 18, 2015

Her Excellency, Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with National Jewish Health, (Vendor #172376), 1400 Jackson Street, Suite 101, Denver, CO 80206, for the provision of statewide tobacco treatment services in order to reduce the health and economic consequences of tobacco use and dependence, in an amount not to exceed \$685,000 effective July 1, 2015 or upon Governor and Executive Council approval, whichever is later, through June 30, 2017. 37% General funds / 63% Federal funds.

Funds are anticipated to be available in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriation of funds in the future operating budgets, with ability to adjust encumbrances between State Fiscal Years, through the Budget Office if needed and justified without further approval from Governor and Executive Council.

05-95-90-902010-5608 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, NH TOBACCO HELP LINE

Table with 5 columns: SFY, CLASS, TITLE, ACTIVITY CODE, BUDGET. Rows include contract details for 2016 and 2017, and a TOTAL row showing \$685,000.

EXPLANATION

Funds in this agreement will be used to contract with National Jewish Health to operate and sustain the New Hampshire Tobacco Helpline. The New Hampshire Tobacco Helpline provides free, confidential tobacco cessation services to New Hampshire residents who want to quit using tobacco. According to the 2013 Behavior Risk Factor Surveillance Survey, the New Hampshire adult smoking prevalence is 16.2%. Tobacco related diseases kill more people than alcohol, AIDS, car crashes, illegal drugs, murders, and suicides combined. Tobacco use remains the most preventable cause of disease and premature death.

New Hampshire Tobacco Helpline delivers real-time information, advice, and support to tobacco users—regardless of their location in the state, race/ethnicity, disability or economic status. By ensuring that the New Hampshire Tobacco Helpline maintains multiple ways to access free counseling services, either by telephone or electronically, it will better meet the needs of New Hampshire residents and healthcare providers.

As part of this agreement, National Jewish Health will provide the following:

- 1) Operation of 1-800-QUIT-NOW Quitline (Self-referral via phone)
 - a. Maintain a live answer rate at 95%;
 - b. Trained Counselors will call back all voice messages within 48 hours.
- 2) Support for www.trytostophn.org (Self-referral via secure e-mail)
 - a. Maintain all technology for website resources;
 - b. Trained Counselors will contact clients within 48 hours.
- 3) Support for Phone Text (Self-referral via text message)
 - a. Maintain technology for phone texting services;
 - b. Trained Counselors will contact clients within 48 hours.
- 4) Operation of QuitWorks-NH (Fax referral from clinicians to New Hampshire Tobacco Helpline by phone/fax or electronically)
 - a. Trained Counselors will contact referred patients within 3 business days;
 - b. Three phone calls will be made to the patient in attempt to reach voice contact;
- 5) Sustainability Activities
 - a. Convene a working meeting attended by at least two commercial health plans to discuss future sustainability of the New Hampshire Tobacco Helpline

National Jewish Health was selected for this project through a competitive bid process. A Request for Proposal was posted to the Department's website on December 23, 2014 with a closing date of January 30, 2015. Two (2) proposals were received. The proposals were evaluated based on the criteria published in the Request for Proposals by a team of individuals with extensive knowledge and expertise. The bid sheet is attached.

This contract contains extension language for two (2) additional periods of two (2) years each, contingent upon satisfactory vendor performance, continued availability of funding and Governor and Executive Council approval.

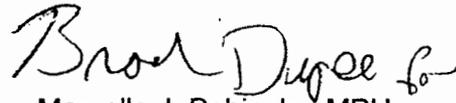
Should the Governor and Executive Council not authorize this Request, New Hampshire residents may not have access to no-cost, confidential smoking cessation programs and support. Tobacco quitlines lead to higher quit rates and reduced tobacco-related poor health outcomes and healthcare expenses.

Area Served: Statewide.

Source of Funds: 37% General Funds and 63% Federal Funds (FAIN #U58DP006010).

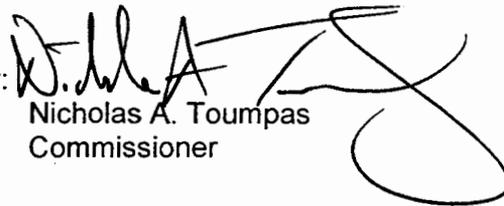
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Marcella J. Bobinsky, MPH
Acting Director

Approved by:



Nicholas A. Toumpas
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

NH Tobacco Helpline Operation and
Sustainability

16-DHHS-DPHS-TPCP-02

RFP Name

RFP Number

Bidder Name

1. National Jewish Health
2. Alere Wellbeing, Inc.

Pass/Fail	Maximum Points	Actual Points
	200	165
	200	143

Reviewer Names

1. Teresa Brown, Health Promo
Advisor, DPHS
2. Donna Fleming, Administrator I,
DPHS
3. Christin D'Ovidio, Programs
Information Officer
4. Richelle Swanson, Administrator
III, DPHS
5. Mary J. Holliday, Administrator II,
DPHS

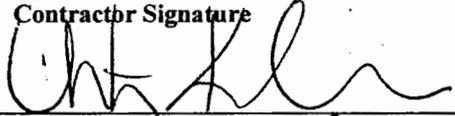
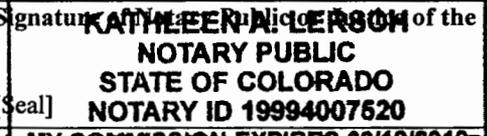
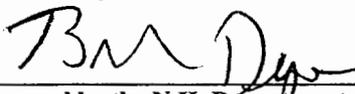
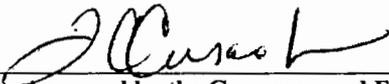
Subject: NH Tobacco Helpline Operation & Sustainability

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name National Jewish Health		1.4 Contractor Address 1400 Jackson Street S104 Denver, CO 80206	
1.5 Contractor Phone Number (303) 398-1005	1.6 Account Number 05-095-090-902010-5608-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$685,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christine Forkner, CFO	
1.13 Acknowledgement: State of <u>CO</u> , County of <u>Denver</u> On <u>4/1/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of the Peace  [Seal] NOTARY ID 19994007620		Kathleen A. Lersch	
1.13.2 Name and Title of Peace Kathleen A. Lersch, Executive Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brian Dupree / Brian Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 5/27/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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/PAYMENT.
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.
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.

Contractor Initials: CS
Date: 4/7/15

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

Contractor Initials: WJ
Date: 4/7/15

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.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services that will be provided to individuals with limited English proficiency to ensure meaningful access to the Contractor's programs and/or services within ten (10) business days of the contract effective date.
- 1.2. For the purpose of this contract, any reference to days shall mean consecutive calendar days, unless otherwise noted.
- 1.3. For the purposes of this contract, the Contractor shall maintain membership to North American Quitline Consortium.
- 1.4. For the purposes of this contract, the Contractor shall maintain membership to the Association for the Treatment of Tobacco Use and Dependence (ATTUD).

2. Scope of Work

- 2.1. The Contractor shall manage a professional call center that handles multiple, simultaneous incoming and outgoing calls, with at minimum. The Contractor shall ensure call center services include but are not limited to:
 - 2.1.1. A toll-free telephone system that handles multiple, simultaneous incoming and outgoing calls.
 - 2.1.2. The ability to receive multiple inbound calls and answer brief questions regarding:
 - 2.1.2.1. Quitting all tobacco and electronic cigarette use.
 - 2.1.2.2. Helpline services.
 - 2.1.2.3. Enrolling in Helpline services.
 - 2.1.3. Access to highly trained intake and tobacco treatment specialists who can:
 - 2.1.3.1. Offer information, coaching, support, motivation, and customized quit plans.
 - 2.1.3.2. Offer NRT as funding allows.
 - 2.1.3.3. Facilitate caller connection to health plans, as directed by the NH DHHS.
 - 2.1.4. Live answer capacity for 90% of the calls received from 7:00 A.M. to 1:00 A.M., Eastern Standard Time, seven days per week excluding the day before Thanksgiving, Thanksgiving Day, December 24th, December 25th, Memorial Day (Observed), July 4th, and Labor Day.
 - 2.1.5. Voicemail capabilities 7 days a week, 24 hours a day with return calls being placed within 48 hours of voicemails being received. Voicemail capabilities shall provide callers with opportunities that include, but are not limited to:
 - 2.1.5.1. Leave a voice message.
 - 2.1.5.2. Register for services on-line.



Exhibit A

-
- 2.1.5.3. Listen to QuitFacts topics, which include but are not limited to:
 - 2.1.5.3.1. What Increases your Chances for Quitting.
 - 2.1.5.3.2. Preparing to Quit.
 - 2.1.5.3.3. Smokeless Tobacco.
 - 2.1.5.3.4. Nicotine Replacement Therapy.
 - 2.1.5.3.5. How to Deal with a Craving.
 - 2.1.6. Medical oversight for over-the-counter nicotine replacement therapy, which includes but is not limited to, patches, gum and/or lozenges. This includes accepting all liability for treatment services. The Contractor shall provide a four (4) week supply of nicotine replacement therapy at no cost to individuals who:
 - 2.1.6.1. Are at least eighteen (18) years of age.
 - 2.1.6.2. Meet medical eligibility in accordance with nicotine replacement therapy package inserts.
 - 2.1.6.3. Obtain a medical consent form, if required, due to experiencing a recent heart condition; stroke; uncontrolled hypertension; pregnancy; or currently breast-feeding.
 - 2.2. The Contractor shall ensure all tobacco treatment specialists, including coaches and customer service representatives, complete a comprehensive training program prior to conducting client calls. Training shall include, but not be limited to:
 - 2.2.1. A four (4)-week intensive curriculum training that follows the Association for the Treatment of Tobacco Use and Dependence (ATTUD) and includes eleven core competencies for evidence-based treatment of tobacco dependence delivered through didactic training, live role-plays, side-by-side training and observation of current staff. The eleven core competencies shall include:
 - 2.2.1.1. Curriculum Intro and Overview.
 - 2.2.1.2. Tobacco as a Chronic Disease.
 - 2.2.1.3. Tobacco Products.
 - 2.2.1.4. Nicotine Addiction Objectives.
 - 2.2.1.5. Coaching Skills-Motivational Interviewing and Cognitive Behavioral Strategies.
 - 2.2.1.6. Cultural Considerations and Tobacco.
 - 2.2.1.7. Relapse Prevention.
 - 2.2.1.8. Pharmacotherapy.
 - 2.2.1.9. Call Handling.
 - 2.2.1.10. Quality Assurance.
 - 2.2.1.11. Using Information Systems.

CS



Exhibit A

- 2.2.2. Continuing education programs delivered through web-based and in-person formats that include interactive activities that teach new and emerging practices based on scientific evidence that address:
 - 2.2.2.1. The refinement of coaching skills.
 - 2.2.2.2. Changes in the tobacco field.
 - 2.2.2.3. Needs of current staff.
- 2.2.3. Monthly continuing education programs with one-on-one weekly coaching and mentoring sessions with team supervisors that address topics including, but not limited to:
 - 2.2.3.1. Tobacco Use.
 - 2.2.3.2. Health Conditions.
 - 2.2.3.3. Behavior Change.
 - 2.2.3.4. Special Populations.
 - 2.2.3.5. Health Economics.
- 2.3. The Contractor shall follow a process flow to enroll, serve and report on services provided to state quitline callers. The process flow shall include, but not be limited to:
 - 2.3.1. Screening and categorizing calls as follows:
 - 2.3.1.1. Caller Ready to Quit in Next 30 Days.
 - 2.3.1.2. Caller Not Ready to Quit in Next 30 Days.
 - 2.3.1.3. Caller Seeks Information Only.
 - 2.3.1.4. Healthcare Professionals.
 - 2.3.1.5. Caller Seeks Information for Friend or Family.
 - 2.3.2. Conducting intake calls for the purpose of assessing readiness for change and collecting participant demographic data, during which time:
 - 2.3.2.1. Intake is completed by a customer service representative or coach using a comprehensive set of questions approved by each client.
 - 2.3.2.2. Callers are encouraged to complete the first coaching session concurrently or as soon as possible after the intake call is complete.
 - 2.3.2.3. Cessation coaches assess callers' readiness to make a quit attempt using the Stages of Change model.
 - 2.3.2.4. Coaches provide appropriate evidence-based interventions based on clients' Stages of Change results.
 - 2.3.3. Conducting ambivalent sessions for participants who are feeling uncertain about quitting in order to:
 - 2.3.3.1. Create a rapport that is based on collaboration, autonomy and evocation.
 - 2.3.3.2. Assess participants' stages of change.



Exhibit A

- 2.3.3.3. Resolve ambivalence and increase motivation to quit through motivational interviewing.
- 2.3.3.4. Understand why smoking is important to the ambivalent participant.
- 2.3.3.5. Help participants set goals for quitting when participant confidence level is high.
- 2.3.4. Conducting preparation calls for participants who are committed to engage in the quitting process by:
 - 2.3.4.1. Creating a rapport that is based on collaboration, autonomy and evocation.
 - 2.3.4.2. Providing information that participants need.
 - 2.3.4.3. Employing SCT strategies to:
 - 2.3.4.3.1. Explore past quit attempts or observations of others who have quit.
 - 2.3.4.3.2. Consider environmental and personal triggers to use tobacco.
 - 2.3.4.3.3. Explore current coping strategies.
 - 2.3.4.4. Implementing cognitive-behavioral interventions to:
 - 2.3.4.4.1. Explore thoughts about tobacco use.
 - 2.3.4.4.2. Identify behaviors related to tobacco use.
 - 2.3.4.4.3. Assess current coping skills.
 - 2.3.4.4.4. Discuss important elements to aid in preparing a quit attempt.
 - 2.3.4.5. Using goal-setting interventions to:
 - 2.3.4.5.1. Identify participant goals.
 - 2.3.4.5.2. Discuss pharmacotherapy.
 - 2.3.4.6. Utilizing relapse prevention interventions to:
 - 2.3.4.6.1. Identify high-risk situations.
 - 2.3.4.6.2. Develop alternative plans to work through high risk situations.
 - 2.3.4.7. Discussing and providing additional support, as appropriate.
- 2.3.5. Conducting support/maintenance sessions that provide encouragement and additional support needed and identified by participants, which includes but is not limited to:
 - 2.3.5.1. Creating a rapport that is based on collaboration, autonomy and evocation.
 - 2.3.5.2. Implementing cognitive-behavioral interventions to:
 - 2.3.5.2.1. Identify problematic patterns of behavior.

CEK

4/7/15



Exhibit A

- 2.3.5.2.2. Evaluate current coping skills.
- 2.3.5.2.3. Develop additional or alternative coping skills, as necessary.
- 2.3.5.3. Utilizing relapse prevention interventions to:
 - 2.3.5.3.1. Identify high-risk situations.
 - 2.3.5.3.2. Develop alternative plans to work through high-risk situations.
- 2.3.5.4. Increasing external supports.
- 2.3.6. Conducting relapse prevention calls for participants who relapse, which shall include, but not be limited to:
 - 2.3.6.1. Creating a rapport that is based on collaboration, autonomy and evocation.
 - 2.3.6.2. Assisting participants to use information from the relapse as a learning opportunity.
 - 2.3.6.3. Providing support.
 - 2.3.6.4. Reassessing participant commitment to continue the quitting process in order to determine:
 - 2.3.6.4.1. If the participant is committed, then the Contractor shall:
 - 2.3.6.4.1.1. Use cognitive-behavior interventions to identify problematic patterns of behavior.
 - 2.3.6.4.1.2. Discuss problem-solving strategies.
 - 2.3.6.4.1.3. Assess current coping skills.
 - 2.3.6.4.1.4. Use goal-setting interventions to identify participant goals.
 - 2.3.6.4.1.5. Discuss pharmacotherapy.
 - 2.3.6.4.2. If the participant is not committed, then the Contractor shall deliver an MI intervention to strengthen participant commitment to change or resolve ambivalence.
- 2.4. The Contractor shall maintain a Helpline database and technical infrastructure that includes the ability to track:
 - 2.4.1. All CDC Data Warehouse requirements.
 - 2.4.2. Client responses to the Intake Screener call.
 - 2.4.3. Number of client services provided monthly and aggregated including, but not limited to:
 - 2.4.3.1. Counseling.
 - 2.4.3.2. Nicotine replacement therapy patch mailings.
 - 2.4.3.3. Screeners completed for 1-800-QUIT-NOW and QuitWorks-NH.

CWJ



Exhibit A

- 2.4.3.4. Letters sent to clients for missed appointments or who are unable to be reached.
- 2.4.4. Services provided to specific populations including, but not limited to, recipients of benefits through the Women, Infants and Children (WIC) program and State Employees.
- 2.4.5. How clients heard about the NH Tobacco Helpline.
- 2.4.6. Provider utilization of QuitWorks-NH.
- 2.4.7. Client volume around specific dates and/or program activities through customer satisfaction survey data results, which includes but is not limited to information regarding:
 - 2.4.7.1. Overall satisfaction with program services.
 - 2.4.7.2. Satisfaction with QuitLogix coaches.
 - 2.4.7.3. Helpfulness of materials.
 - 2.4.7.4. 30-day prevalence for a successful quit.
 - 2.4.7.5. Tobacco use including, but not limited to quit attempts, frequency, nicotine dependence and nicotine replacement therapy use.
- 2.4.8. Quit rates six months after the treatment intervention.
- 2.4.9. Satisfaction with services provided by the Helpline.
- 2.5. The Contractor shall accept non-telephonic inbound communications for referrals quitline services from multiple sources, including but not limited to:
 - 2.5.1. Fax referrals.
 - 2.5.2. Electronic secure email referrals.
 - 2.5.3. Online registrations.
 - 2.5.4. Click-to-call registrations.
 - 2.5.5. Mobil applications, including text messaging and email support to provide motivational, congratulatory and reminder text messages.
- 2.6. The Contractor shall offer eCoach services, which includes but is not limited to:
 - 2.6.1. A suite of interactive tools developed and hosted in-house.
 - 2.6.2. eCoach text messaging and email that are sent based on participant triggers and are designed to support telephone and online coaching programs. Text messages and emails shall include but not be limited to:
 - 2.6.2.1. Motivational messages, such as weekly emails that contain dynamic motivational content tailored to each participant based on individual tobacco use stage of change, ethnicity, type of participation (web only vs. phone only vs. pregnancy program) and other information.
 - 2.6.2.2. Informational messages that are sent after certain program and system events. Messages include notification of nicotine replacement therapy shipments with appropriate updates, coaching call appointment reminders, and disenrollment notifications.



Exhibit A

- 2.6.2.3. Re-engagement and relapse prevention messages targeted at participants who become unreachable during their enrollment and may or may not have quit in order to encourage those participants to re-engage with their cessation program.
- 2.6.2.4. Quit date anniversary congratulatory messages sent on the 1-, 2-, 3-, 6- and 12-month anniversaries to congratulate the participant for reaching milestones and motivate the participant to remain tobacco-free.
- 2.7. The Contractor shall provide feedback to referring providers up to five (5) times throughout the program as follows:
 - 2.7.1. When a referral is received by fax.
 - 2.7.2. At the time the patient enrolls in coaching (or if the patient is unreachable).
 - 2.7.3. When nicotine replacement therapy products are shipped to patients.
 - 2.7.4. When a patient completes the program.
 - 2.7.5. When a patient withdraws for another reason other than program completion.
- 2.8. The Contractor shall assist the Department to enter into private/public partnerships to support the State budget by covering Quitline services for their members/employees and their dependents.
- 2.9. The Contractor shall provide services that are specific to NH, including, but not limited to:
 - 2.9.1. Provide training and continuing education for healthcare providers through webinars that are New Hampshire – specific.
 - 2.9.2. Provide technical assistance and advice to healthcare professionals who call the quitline program.
 - 2.9.3. Provide printed materials for distribution to healthcare providers, which can be given to patients.
 - 2.9.4. Participate in state conference/training programs as identified by the Department to educate and inform healthcare professionals, administrators, insurers and purchasers about the quitline and promote systems change for the industry.
 - 2.9.5. Maintain a printed supply of Helpline materials that promote Helpline services. The Contractor shall ensure printed Helpline materials are written at the 8th grade reading level and include, but are not limited to:
 - 2.9.5.1. Brochures.
 - 2.9.5.2. Fact sheets.
 - 2.9.5.3. Displays.
 - 2.9.5.4. Posters.
 - 2.9.5.5. Educational items.
 - 2.9.6. Maintain the www.trytostopnh.org and www.quitworksnh.org websites in collaboration with the Department.

CS



Exhibit A

- 2.9.7. Provide Helpline technical assistance to the Department, as need.
- 2.10. The Contractor shall, under the guidance of the Department, develop a Health Marketing Plan for the purpose of increasing Helpline utilization. The Contractor shall:
- 2.10.1. Ensure the Health Marketing Plan includes, but is not limited to:
- 2.10.1.1. Press releases.
 - 2.10.1.2. Press conferences.
 - 2.10.1.3. Media coverage.
 - 2.10.1.4. Public displays.
 - 2.10.1.5. Conference and forum presentations.
 - 2.10.1.6. Evaluation of the plan in order to measure reach and effectiveness.
- 2.11. Meet with the Department and stakeholders on a regular basis to review the Health Marketing Plan and Helpline services, including meeting by telephone as needed. The Contractor shall:
- 2.11.1. Conduct conference calls, as needed, with:
- 2.11.1.1. Department staff only.
 - 2.11.1.2. Subcontractors only.
 - 2.11.1.3. Department staff and subcontractors, simultaneously.
- 2.11.2. Produce web, video, radio, television, promotions and public service announcements, as requested by the Department.
- 2.12. The Contractor shall, under the guidance of the Department, develop and implement a social marketing campaign that utilizes multi-media services, including, but not limited to, the web, video, radio, television, promotions and public service announcements. The Contractor shall:
- 2.12.1. Select a target population to identify competing behaviors.
- 2.12.2. Conduct formative research, as necessary, for message development to make the competing behavior appear less attractive, less available, or more costly.
- 2.12.3. Develop campaign materials including but not limited to:
- 2.12.3.1. Video/digital.
 - 2.12.3.2. Audio.
 - 2.12.3.3. Web graphics.
 - 2.12.3.4. Print graphics.
 - 2.12.3.5. Web content and/or microsite.
- 2.12.4. Tailor and test campaign materials to meet the unique information needs, everyday concerns and world views of the people who will use them.
- 2.12.5. Under the guidance of the Department, release a Request for Proposals to NH media vendors and negotiate media buy plans that include extending the campaign's reach after the paid media has ended.

CVS

4/7/15



Exhibit A

- 2.12.6. Conduct a web-based contest in order to recruit individuals to participate in the Dear Me New Hampshire campaign.
- 2.12.7. Collect and track data upon implementation of each type of campaign strategy, including the number of outreach and educational materials distributed, online ad clicks, website visits, toll-free telephone calls to the NH Tobacco Helpline, social media channel followers, online conversations on the topic of tobacco in NH, event participation, outcome of earned media efforts, and outreach and education viewed.
- 2.12.8. Develop and implement an evaluation plan to track the placement and effectiveness of paid media and public relations efforts including reach and frequency data to determine how many NH residents have been exposed to the outreach and education efforts and at what frequency. The Contractor shall ensure the evaluation includes, but is not limited to:
 - 2.12.8.1. Using geo-targeting and audience segmentation for analyzing placement opportunities to determine the most cost effective placement that reaches the maximum number of individuals in the target audience(s).
 - 2.12.8.2. Requesting and reviewing affidavits that show actualized media run, added value delivered and credit received/used.
 - 2.12.8.3. Analyzing media metrics to determine accuracy in reaching target audience(s).
 - 2.12.8.4. Providing customized post-buy reports, presentations, and evaluations to the Department.
 - 2.12.8.5. Evaluating the cost effectiveness and return on investment of messages, placements and strategies based on target audience(s).
 - 2.12.8.6. Conduct data collection through Department approved surveys and other methodologies, such as website redirects via Google Analytics.
- 2.12.9. Work with vendors to identify existing points of data, and develop processes for collecting additional data points.

3. Reporting Requirements

- 3.1. The Contractor shall provide an outline to the Department on a monthly basis records and summarizes all health communication activities including, but not limited to:
 - 3.1.1. Press releases.
 - 3.1.2. Press conferences.
 - 3.1.3. Media coverage. Public displays.
 - 3.1.4. Conference and forum presentations.
- 3.2. The Contractor shall maintain a standard report library that contains data needed in order to manage a statewide tobacco treatment Quitline. The Contractor shall respond to requests for data queries, as needed, and ensure the report library includes, but is not limited to:



Exhibit A

- 3.2.1. A report catalogue for Helpline telephone services, which includes but is not limited to:
 - 3.2.1.1. Daily activity reports that include all intake calls classified into closed contacts, general inquiries and fax or email referrals.
 - 3.2.1.2. Monthly activity reports that include calls classified by types, which include calls for information only, calls enrolled in coaching, completion of coaching calls from the preceding month.
 - 3.2.1.3. Monthly intake demographic reports that identify:
 - 3.2.1.3.1. Demographic information of callers, including but not limited to:
 - 3.2.1.3.1.1. Age and gender.
 - 3.2.1.3.1.2. Marital status.
 - 3.2.1.3.1.3. Zip code/region/county.
 - 3.2.1.3.1.4. Ethnicity and race.
 - 3.2.1.3.1.5. Language and educational level.
 - 3.2.1.3.1.6. Insurance status and type.
 - 3.2.1.3.1.7. Pregnancy status.
 - 3.2.1.3.1.8. Comorbidity.
 - 3.2.1.3.1.9. Sexual preference.
 - 3.2.1.3.1.10. Children in the home.
 - 3.2.1.3.1.11. Priority population status.
 - 3.2.1.3.1.12. Number of tobacco users in the home.
 - 3.2.1.3.1.13. Mental health conditions.
 - 3.2.1.3.1.14. Readiness to quit.
 - 3.2.1.3.2. Type of tobacco/quantity of cigarettes smoked or other tobacco products used.
 - 3.2.1.3.2.1. Level of dependency.
 - 3.2.1.3.2.2. Motivation to quit.
 - 3.2.1.3.2.3. Use and type of nicotine replacement therapy.
 - 3.2.1.3.2.4. Callers referred to local resources.
 - 3.2.1.3.2.5. Quit Kit distribution.
 - 3.2.1.3.3. Identified information on tobacco history, including but not limited to:
 - 3.2.1.3.3.1. Services and medications used during previous quit attempts.
 - 3.2.1.3.3.2. Number of quit attempts.



Exhibit A

3.2.1.3.3. Other relevant information.

- 3.2.1.4. Monthly medical demographic reports that provide pertinent medical conditions for participants (co-morbidity).
 - 3.2.1.5. Monthly nicotine replacement therapy reports that include nicotine replacement therapy orders that include type, quantity, dosage and shipment information.
 - 3.2.1.6. Monthly call volume reports by county using zip codes provided during the intake process.
 - 3.2.1.7. Monthly fax reports that include the total number of fax referrals categorized into enrolled, information only, declined and unreachable.
 - 3.2.1.8. Health plan summary reports that include services provided to members of health plans through the Helpline.
 - 3.2.1.9. Success stories reports that provide a brief description of participants who have shared their quit success with Contractor coaches, and include obtained permission to re-contact participant and their contact information.
- 3.2.2. A report catalogue for on-line services, which includes but is not limited to:
- 3.2.2.1. Monthly utilization reports that indicate:
 - 3.2.2.1.1. The number of visits to the website.
 - 3.2.2.1.2. The number of unique visits to the website.
 - 3.2.2.1.3. The average time on the website (in minutes).
 - 3.2.2.1.4. The number of registrants each month.
 - 3.2.2.1.5. The utilization of overall website and of specific web pages, including but not limited to:
 - 3.2.2.1.5.1. Number of hits.
 - 3.2.2.1.5.2. Average time on page.
 - 3.2.2.1.5.3. Navigation between pages.
 - 3.2.2.2. Monthly intake demographic reports that identify demographic information of registered users including but not limited to:
 - 3.2.2.2.1. Age and gender.
 - 3.2.2.2.2. Marital status.
 - 3.2.2.2.3. Ethnicity.
 - 3.2.2.2.4. Insurance status.
 - 3.2.2.2.5. Readiness to quit.
 - 3.2.2.2.6. Type of tobacco.
 - 3.2.2.2.7. Quantity of tobacco used.



Exhibit A

- 3.2.2.3. Monthly nicotine replacement therapy report that includes nicotine replacement therapy orders that specify:
 - 3.2.2.3.1. Type.
 - 3.2.2.3.2. Quantity.
 - 3.2.2.3.3. Dosage and shipment if the client allows nicotine replacement therapy orders online.
- 3.2.2.4. Annual reports that provide program evaluation including a summary report of all data presented on the monthly reports as well as quit rates and participant satisfaction survey results.
- 3.2.3. A report catalogue for text messaging to track the effectiveness of text messaging in reaching and serving program participants. Text messaging reports shall include, but not be limited to:
 - 3.2.3.1. Monthly texting report that includes:
 - 3.2.3.1.1. Number of participants enrolled in text messaging.
 - 3.2.3.1.2. Total number of messages sent per participant.
 - 3.2.3.1.3. Average number of messages sent to a participant.
- 3.3. The Contractor shall provide a social marketing campaign outcome report by no later than nine (9) months after the campaign ends for each campaign conducted. The outcome report shall include but not be limited to:
 - 3.3.1. Media placement by type and outcomes of each type including a report of reach and gross rating points (GRPs).
 - 3.3.2. Responses to marketing campaigns by target population.
 - 3.3.3. Social media and web metrics for the campaign.
 - 3.3.4. Economic Evaluation of the impact of the media buys and treatment services provided in order to complete analyses which may include but not be limited to cost-benefit analysis, cost-utility analysis, and cost-effectiveness/minimization analysis.
 - 3.3.5. Outcomes of any formative research for the campaigns.
 - 3.3.6. Recommendations that include next steps to be taken in the campaigns.
- 3.4. The contractor shall provide client data evaluation reports every six (6) months that have cumulative data from the previous six (6) months, which include, but are not limited to:
 - 3.4.1. Ever-Quit.
 - 3.4.2. 7-Day Ever Quit.
 - 3.4.3. 30-Day Ever Quit.
 - 3.4.4. 7-Day Quit.
 - 3.4.5. 30-Day Quit Plus Satisfaction Rating

4. Deliverables



Exhibit A

- 4.1. The Contractor shall return 100% of the voicemail messages received, as described in Section 2.1.5, within 48 hours of receiving each message.
- 4.2. The Contractor shall provide a minimum of twelve (12) monthly employee trainings per year as described in Section 2.2.3 and have the ability to provide attendance records of the trainings to the Department, upon request.
- 4.3. The Contractor shall have a minimum supply of Helpline print materials described in Section 2.8.5 ready for distribution at all times as follows:
 - 4.3.1. Five hundred (500) brochures.
 - 4.3.2. Five hundred (500) fact sheets.
 - 4.3.3. Fifty (50) posters.
- 4.4. The Contractor shall provide a draft Health Marketing Plan described in Section 2.9 no later than January 31, 2016.
- 4.5. The Contractor shall participate in a minimum of twelve (12) Management Meetings to provide technical assistance identified in Section 2.9.2.
- 4.6. The Contractor shall participate in a minimum of six (6) conference calls per year for a total of (12) conference calls as described in Section 2.9.3.
- 4.7. The Contractor shall provide a copy of all material produced in accordance with Section 2.9.4. and Section 2.10.3 to the Department no later than December 30, 2016.
- 4.8. The Contractor shall implement the social media campaign described in Section 2.10 for a minimum duration of three (3) months with a maximum duration of eighteen (18) months.
- 4.9. The Contractor shall release a Request for Proposals to NH media vendors as described in Section 2.10.5. no later than December 30, 2015.
- 4.10. The Contractor shall ensure media placements in Section 2.10.5 reach a minimum of 75% of the target audience each quarter of social media campaign run, with a minimum average 1,200 gross rating points (GRPs) during the introduction of a campaign and a minimum average of 800 GRPs per quarter of the social media campaign run, thereafter.
- 4.11. The Contractor shall conduct the web-based contest described in Section 2.10.6 no later than December 30, 2016.
- 4.12. The Contractor shall provide the Department with monthly reports described in Section 3 no later than the 16th day of the following month, unless the 16th is a holiday identified in Section 2.1.4. then the report will be due on the following day.
- 4.13. The Contractor shall provide an annual written summary that outlines a record of all health communication activities reported in Section 3.1 no later than August 31, 2016 for year one and August 31, 2017 for year two of the contract period.
- 4.14. The Contractor shall provide daily activities reports in Section 3.2.1.1. to the Department on a weekly basis no later than 12:00 P.M. every Monday for the previous week. If Monday is one of the holidays identified in Section 2.1.4, then the report will be due on Tuesday.

CS



Exhibit A

-
- 4.15. The Contractor shall provide the Annual Summary Report described in Section 3.2.2.4 on September 1st of 2016 and 2017. If September 1st is a holiday identified in Section 2.1.4, then the report will be due on the following day.
 - 4.16. The Contractor shall provide annual reports described in Section 3.2.3 no later than the 15th of January.
 - 4.17. The Contractor shall provide a draft social marketing campaign report described in Section 3.3 to the Department for review within sixty (60) days after the campaign ends, with a final report due thirty (30) days after receiving Department recommendations on the draft.
 - 4.18. The Contractor shall provide the client data evaluation reports in Section 3.4 to the Department no later than July 30th and January 30th every year.

CJH



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, in accordance with the budget in Exhibit B-1 and Exhibit B-2 for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded general and federal funds. Department access to federal funding is dependent upon requirements of the Catalog of Federal and Domestic Assistance (CFDA) # 93.305 with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.305, U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National State Based Tobacco Controls Programs, National Tobacco Program.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2. The invoice must be submitted by mail or e-mail to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
E-mail: dphscontractbilling@dhhs.state.nh.us
4. A final payment request shall be submitted no later than sixty (60) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 and Exhibit B-2 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

CS

4/7/15

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

Bidder/Program Name: National Jewish Health
 Budget Request for: New Hampshire Tobacco Outlines
 Budget Period: 7/1/2015 - 6/30/2016

Line Item	Contract	Direct	Indirect	Total
1. Total Salary/Wages	\$ 97,270.00	\$ 14,571.00	\$ 111,850.00	\$ 111,850.00
2. Employees Benefits	\$ 28,670.00	\$ 5,389.00	\$ 32,059.00	\$ 32,059.00
3. Consultants				
4. Equipment				
Rental				
Repair and Maintenance				
Purchase/Depreciation				
5. Supplies				
Educational				
Lab				
Pharmacy	\$ 60,284.00		\$ 60,284.00	\$ 60,284.00
Medical				
Office				
6. Travel				
7. Occupancy	\$ 4,212.00		\$ 4,212.00	\$ 4,212.00
8. Current Expenses				
Telephone				
Postage				
Subscriptions				
Audit and Legal				
Insurance				
Board Expenses				
9. Software	\$ 19,000.00		\$ 19,000.00	\$ 19,000.00
10. Marketing/Communications				
11. Staff Education and Training				
12. Subcontracts/Agreements	104,485.00		\$ 104,485.00	\$ 104,485.00
13. Other (specific details mandatory)				
Evaluation and Outcomes Report	\$ 10,600.00		\$ 10,600.00	\$ 10,600.00
TOTAL	\$ 322,840.00	\$ 19,960.00	\$ 342,800.00	\$ 342,800.00

6.2%

Indirect As A Percent of Direct

Contractor Initials: *CJH*
 Date: 4/7/15

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

Bidder/Program Name: National Jewish Health
 Budget Request for: New Hampshire Tobacco Quiltline

Budget Period: 7/1/2016 - 6/30/2017

Line Item	Direct	Indirect	Total	Contractor	Other	Total	Contractor	Other	Total
1. Total Salary/Wages	\$ 97,279.00	\$ 14,571.00	\$ 111,850.00						
2. Employee Benefits	\$ 28,970.00	\$ 5,389.00	\$ 32,059.00						
3. Consultants									
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies									
Educational									
Lab									
Pharmacy	\$ 60,294.00		\$ 60,294.00						
Medical									
Office									
6. Travel									
7. Occupancy	\$ 4,212.00		\$ 4,212.00						
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software	\$ 19,000.00		\$ 19,000.00						
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements	104,485.00		104,485.00						
13. Other (Specific details mandatory):									
Evaluation and Outcomes Report	\$ 10,600.00		\$ 10,600.00						
TOTAL	\$ 322,540.00	\$ 19,960.00	\$ 342,500.00						

6.2%

Indirect As A Percent of Direct

Contractor Initials: *CJH*
 Date: 4/17/15



SPECIAL PROVISIONS

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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 services.
7. **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 Contractors 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 funders 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 funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such 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:

8. **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:
 - 8.1. **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.
 - 8.2. **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 such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
 - 9.1. **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.
 - 9.2. **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.
10. **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 directly 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 responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Handwritten initials, possibly 'CJ' or 'CJH', written in black ink.

4/7/15

New Hampshire Department of Health and Human Services
Exhibit C



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.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **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.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) 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.

12. **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.

13. **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:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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 governmental 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.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

Handwritten initials, possibly 'JH' or similar, written in black ink.



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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: Wherever 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 the 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.



REVISIONS TO GENERAL PROVISIONS

1. 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.
2. 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 State is exercising its option to terminate 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.
3. The Department reserves the right to renew the contract for up to two (2) additional two (2) year periods, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

OS



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D

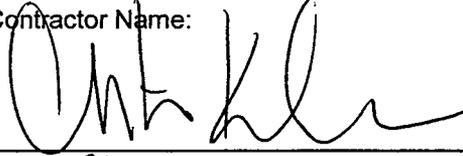


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

4/7/15
Date

Contractor Name: 
Name: Christine Forkner
Title: CFO

Contractor Initials 
Date 4/7/15



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):

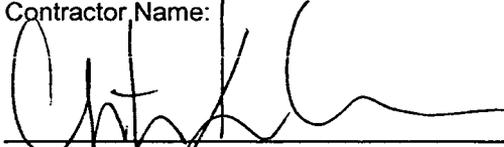
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4/7/15
Date

Contractor Name:

Name: Christine Forkner
Title: CFO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

4/7/15
Date

Contractor Name:

Name: Christine Foraker
Title: CFD



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

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

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

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

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

Exhibit G

Contractor Initials

Handwritten signature of the contractor representative.

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

4/7/15
Date

Contractor Name:

Name: Christine Forkner
Title: CFD

Exhibit G

Contractor Initials CF

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



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.

4/7/15
Date

Contractor Name:

Name: Christine Forkner
Title: CO

Contractor Initials CF
Date 4/7/15



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

CS



Exhibit I

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

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

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

CS



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

CS



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH DHS
 The State
[Signature]
 Signature of Authorized Representative
Brook Oper
 Name of Authorized Representative
Bureau Chief
 Title of Authorized Representative
5/12/15
 Date

National Jewish Health
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Christine Forkner
 Name of Authorized Representative
CEO/EVP
 Title of Authorized Representative
4/7/15
 Date



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

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

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

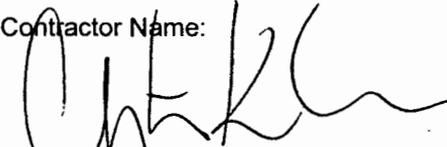
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

4/7/15
Date

Contractor Name: 
Name: Christine Forkner
Title: CFO



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: 076443019
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

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

NO YES

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

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

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

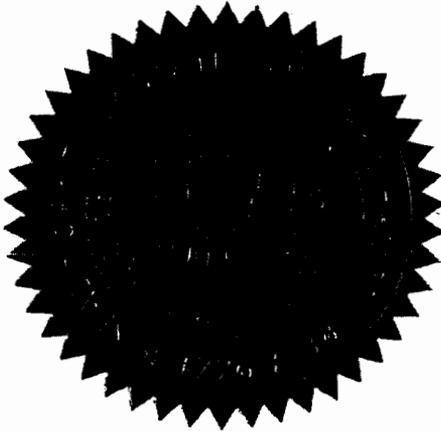
Name: _____	Amount: _____

CS

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 National Jewish Health, a(n) Colorado nonprofit corporation, registered to do business in New Hampshire on May 6, 2015. 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 9th day of June, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State