



Lori A. Shibbinette  
Commissioner

Patricia M. Tilley  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

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December 23, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with JSI Research and Training Institute, Inc. d/b/a/ Community Health Institute (VC#161611-B001), Bow, NH, to continue enhancing comprehensive tobacco prevention and cessation program initiatives, by increasing the price limitation by \$151,062 from \$1,317,460 to \$1,468,522 with no change to the contract completion date of February 28, 2024, effective upon Governor and Council approval. 55% Federal Funds. 45% General Funds.

The original contract was approved by Governor and Council on December 2, 2020, item #21.

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

05-95-90-902010-56080000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY HEALTH, TOBACCO PREVENTION AND CESSATION PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Opr Svc	90018000	\$112,219	\$0	\$112,219
2022	102-500731	Contracts for Opr Svc	90018000	\$166,747	\$196,062	\$362,809
2022	102-500731	Contracts for Opr Svc	90018008	\$235,000	(\$15,000)	\$220,000
2023	102-500731	Contracts for Opr Svc	90018000	\$166,747	\$0	\$166,747
2023	102-500731	Contracts for Opr Svc	90018008	\$235,000	(\$15,000)	\$220,000

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

2024	102-500731	Contracts for Opr Svc	90018000	\$166,747	\$0	\$166,747
2024	102-500731	Contracts for Opr Svc	90018008	\$235,000	(\$15,000)	\$220,000
			<b>Total</b>	<b>\$1,317,460</b>	<b>\$151,062</b>	<b>\$1,468,522</b>

#### **EXPLANATION**

The purpose of this request is to continue enhancing comprehensive tobacco prevention and cessation program initiatives by facilitating a minimum of five (5) focus groups across the state to test multi-media tobacco cessation campaign materials with individuals in New Hampshire and to inform the strategic placement of advertising campaigns on social media platforms, radio, and television to increase calls to the New Hampshire quitline and thereby increase tobacco quit rates.

The Contractor will establish a minimum of five (5) focus groups, each of which will consist of a minimum of twenty five (25) individuals. The Contractor will test campaign resources from the Centers for Disease Control's 'Tips from Former Smokers' with each focus group to determine which campaign resources are most effective for particular groups of individuals. The Contractor will summarize the results of the focus groups and work with the Department to determine how to strategically place advertising campaigns to increase tobacco quit rates statewide.

In collaboration with the Department's Division for Behavioral Health Services, the Contractor will provide a minimum of one (1) technical assistance and training to staff employed at state funded behavioral health and/or substance use outpatient treatment facilities. Tailored training will follow best practices for each professional group identified. It has been well documented that individuals diagnosed with behavioral health and/or substance use disorders smoke at higher rates than the general population.

The Department will continue monitoring contracted services through contract management meetings with the Contractor to address short-term, intermediate, and long-term outcomes of strategies and activities implemented and performance measure will include but not limited to:

- Number and reach of digital media efforts targeting the general population and populations experiencing tobacco-related disparities to prevent and reduce tobacco use, and promote quitting, including use of quitline services
- Understanding the use and reach of digital-based technologies, such as texting, apps, web, and chat to accessing the quitline services.
- Number of Community Mental Health Centers that promote health systems changes like changes in how the patients referred to tobacco treatment services, improvements made to their electronic health records and other clinical decision-support tools to support screening and treatment of tobacco use.

As referenced in Exhibit A, of the original agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, the Department will not be able to attain the valuable information needed to enhance comprehensive tobacco prevention and cessation program initiatives and conduct targeted media campaigns to increase tobacco quit rates statewide.


Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.387 FAIN #NU58DP006786

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Lori A. Shihinette', written over a horizontal line.

Lori A. Shihinette  
Commissioner

Handwritten initials 'ZL' in black ink.

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

This Amendment to the Community-Based Partnership for Comprehensive Tobacco Control contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and JSI Research & Training Institute, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 2, 2020, (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,468,522.
2. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.2., Paragraph 1.2.4., Subparagraph 1.2.4.2., to read:
  - 1.2.4.2. Recruiting for and conducting a minimum of five (5) focus groups that consist of a minimum of twenty (25) New Hampshire residents in each focus group, for a total of 125 participants overall, to collect and assess feedback about the Center for Disease Control and Prevention's 'Tips From Former Smokers' media campaigns to improve advertisement selection and placement of media campaigns. The Contractor shall:
    - 1.2.4.2.1. Ensure the composition of the focus groups consists of individuals who smoke, relatives and caregivers of individuals who smoke, and non-smokers.
    - 1.2.4.2.2. Ensure a minimum of three (3) campaigns are reviewed and evaluated by the focus groups.
    - 1.2.4.2.3. Prepare and submit a report to the Department that summarizes focus group feedback on each evaluated campaign.
    - 1.2.4.2.4. Consult the Department on campaigns to increase quitline call volume and tobacco cessation efforts.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.2, Paragraph 1.2.4, Subparagraph 1.2.4.3., to read:
  - 1.2.4.3. Informing and educating leaders, decision makers, and the public about tobacco cessation and treatment in the adolescent and adult populations.
4. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.2., Paragraph 1.2.4., by adding Subparagraph 1.2.4.4. and Subparagraph 1.2.4.5., to read:
  - 1.2.4.4. Enhancing decision maker knowledge about implementing evidence-based, culturally appropriate state/community interventions to prevent tobacco use, reduce SHS exposure, promote quitting, and reduce tobacco related disparities.
  - 1.2.4.5. Soliciting input from public health law subject matter experts in New Hampshire to assess and provide a road map relative to the Indoor Smoking Act and preemption.

KK

5. Add Exhibit B, Scope of Services, Section 1, by adding Subsection 1.4 to read:

- 1.4. The Contractor shall implement and support the Million Hearts Tobacco Cessation Change Packet in a minimum of one (1) or more behavioral health and/or substance use outpatient treatment facilities using the Tobacco Cessation Change Package. The Contractor shall:
  - 1.4.1. Provide technical assistance to facilitate implementation of approaches and tools to assess the current status of tobacco dependence treatment in practice or system and to make tobacco dependence treatment a priority.
  - 1.4.2. Facilitate approaches and tools to prepare and motivate healthcare staff to consistently address tobacco use.
  - 1.4.3. Provide training and technical assistance about approaches and tools that promote consistent universal screening for tobacco use as a prerequisite for intervening with patients or clients who use tobacco.
  - 1.4.4. Facilitate adoption of approaches and tools to help ensure that patients or clients who use tobacco are consistently advised to quit, assessed for willingness to make a quit attempt, and offered assistance in quitting tobacco use.
  - 1.4.5. Facilitate uptake of approaches and tools for arranging follow-up for patients or clients who use tobacco and for providing referral to internal or external resources that can serve as an adjunct to treatment provided by the clinician.

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

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-4, Budget, Amendment #1.
7. Modify Exhibit C-2, Budget by replacing in its entirety with Exhibit C-2, Amendment #1, Budget, which is attached hereto and incorporated by reference herein.
8. Modify Exhibit C-3, Budget by replacing in its entirety with Exhibit C-3, Amendment #1, Budget, which is attached hereto and incorporated by reference herein.
9. Modify Exhibit C-4, Budget by replacing in its entirety with Exhibit C-4, Amendment #1, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. 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,

State of New Hampshire  
Department of Health and Human Services

10/26/2021

Date

DocuSigned by:

Patricia M. Tilley

Name: Patricia M. Tilley

Title: Director

JSI Research & Training Institute, Inc.

10/22/2021

Date

DocuSigned by:

Katie Robert

Name: Katie Robert

Title: Director

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

OFFICE OF THE ATTORNEY GENERAL

10/27/2021

Date

DocuSigned by:

*J. Christopher Marshall*

Name: J. Christopher Marshall

Title: Assistant Attorney General

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 C-2, Amendment #1, SFY 2022 Budget

## New Hampshire Department of Health and Human Services

Contractor Name: JSI Research and Training Institute, Inc.

Project Title: Community-Based Partnership for Comprehensive Tobacco Control

Budget Period: SFY 2022 (July 1, 2021 - June 30, 2022)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 151,432.00	\$ -	\$ 151,432.00	\$ -	\$ -	\$ -	\$ 151,432.00	\$ -	\$ 151,432.00
2. Employee Benefits	\$ 50,276.00	\$ -	\$ 50,276.00	\$ -	\$ -	\$ -	\$ 50,276.00	\$ -	\$ 50,276.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 7,269.00	\$ -	\$ 7,269.00	\$ -	\$ -	\$ -	\$ 7,269.00	\$ -	\$ 7,269.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -	\$ 1,750.00
7. Occupancy	\$ 16,960.00	\$ -	\$ 16,960.00	\$ -	\$ -	\$ -	\$ 16,960.00	\$ -	\$ 16,960.00
8. Current Expenses	\$ 13,629.00	\$ -	\$ 13,629.00	\$ -	\$ -	\$ -	\$ 13,629.00	\$ -	\$ 13,629.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 95,000.00	\$ -	\$ 95,000.00	\$ -	\$ -	\$ -	\$ 95,000.00	\$ -	\$ 95,000.00
11. Staff Education and Training	\$ 3,029.00	\$ -	\$ 3,029.00	\$ -	\$ -	\$ -	\$ 3,029.00	\$ -	\$ 3,029.00
12. Subcontracts/Agreements	\$ 112,000.00	\$ -	\$ 112,000.00	\$ -	\$ -	\$ -	\$ 112,000.00	\$ -	\$ 112,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Evaluator(s)	\$ 51,840.00	\$ -	\$ 51,840.00	\$ -	\$ -	\$ -	\$ 51,840.00	\$ -	\$ 51,840.00
Subject Matter Expert(s)	\$ 14,400.00	\$ -	\$ 14,400.00	\$ -	\$ -	\$ -	\$ 14,400.00	\$ -	\$ 14,400.00
Qualtrics	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Focus Group(s) - Audience Research	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Printing & Masks	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
UNH Survey	\$ 11,598.00	\$ -	\$ 11,598.00	\$ -	\$ -	\$ -	\$ 11,598.00	\$ -	\$ 11,598.00
TOTAL	\$ -	\$ 45,126.00	\$ 45,126.00	\$ -	\$ -	\$ -	\$ -	\$ 45,126.00	\$ 45,126.00
TOTAL	\$ 537,683.00	\$ 45,126.00	\$ 582,809.00	\$ -	\$ -	\$ -	\$ 537,683.00	\$ 45,126.00	\$ 582,809.00

Indirect As A Percent of Direct

8.4%



## Exhibit C-3, Amendment #1, SFY 2023 Budget

## New Hampshire Department of Health and Human Services

Contractor Name: JSI Research and Training Institute, Inc.

Project Title: Community-Based Partnership for Comprehensive Tobacco Control

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 117,360.00	\$ -	\$ 117,360.00	\$ -	\$ -	\$ -	\$ 117,360.00	\$ -	\$ 117,360.00
2. Employee Benefits	\$ 38,983.00	\$ -	\$ 38,983.00	\$ -	\$ -	\$ -	\$ 38,983.00	\$ -	\$ 38,983.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 5,636.00	\$ -	\$ 5,636.00	\$ -	\$ -	\$ -	\$ 5,636.00	\$ -	\$ 5,636.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -	\$ 1,750.00
7. Occupancy	\$ 13,151.00	\$ -	\$ 13,151.00	\$ -	\$ -	\$ -	\$ 13,151.00	\$ -	\$ 13,151.00
8. Current Expenses	\$ 10,568.00	\$ -	\$ 10,568.00	\$ -	\$ -	\$ -	\$ 10,568.00	\$ -	\$ 10,568.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audio and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 55,000.00	\$ -	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 55,000.00	\$ -	\$ 55,000.00
11. Staff Education and Training	\$ 2,348.00	\$ -	\$ 2,348.00	\$ -	\$ -	\$ -	\$ 2,348.00	\$ -	\$ 2,348.00
12. Subcontracts/Agreements	\$ 66,000.00	\$ -	\$ 66,000.00	\$ -	\$ -	\$ -	\$ 66,000.00	\$ -	\$ 66,000.00
13. Other (specific details mandatory):	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00
Evaluator(s)	\$ 14,400.00	\$ -	\$ 14,400.00	\$ -	\$ -	\$ -	\$ 14,400.00	\$ -	\$ 14,400.00
Subject Matter Expert(s)	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Quadratics	\$ 590.00	\$ -	\$ 590.00	\$ -	\$ -	\$ -	\$ 590.00	\$ -	\$ 590.00
Focus Group(s) - Audience Research	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
Printing & Masks	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
TOTAL	\$ 351,786.00	\$ 34,961.00	\$ 386,747.00	\$ -	\$ -	\$ -	\$ 351,786.00	\$ 34,961.00	\$ 386,747.00
Indirect As A Percent of Direct 9.9%									

## Exhibit C-4, Amendment #1, SFY 2024 Budget

## New Hampshire Department of Health and Human Services

Contractor Name: JSI Research and Training Institute, Inc.

Project Title: Community-Based Partnership for Comprehensive Tobacco Control

Budget Period: SFY 2024 (July 1, 2023 - June 30, 2024)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 118,893.00	\$ -	\$ 118,893.00	\$ -	\$ -	\$ -	\$ 118,893.00	\$ -	\$ 118,893.00
2. Employee Benefits	\$ 39,473.00	\$ -	\$ 39,473.00	\$ -	\$ -	\$ -	\$ 39,473.00	\$ -	\$ 39,473.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 10,700.00	\$ -	\$ 10,700.00	\$ -	\$ -	\$ -	\$ 10,700.00	\$ -	\$ 10,700.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -	\$ 1,750.00
7. Occupancy	\$ 13,318.00	\$ -	\$ 13,318.00	\$ -	\$ -	\$ -	\$ 13,318.00	\$ -	\$ 13,318.00
8. Current Expenses	\$ 4,756.00	\$ -	\$ 4,756.00	\$ -	\$ -	\$ -	\$ 4,756.00	\$ -	\$ 4,756.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,545.00	\$ -	\$ 1,545.00	\$ -	\$ -	\$ -	\$ 1,545.00	\$ -	\$ 1,545.00
10. Marketing/Communications	\$ 55,000.00	\$ -	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 55,000.00	\$ -	\$ 55,000.00
11. Staff Education and Training	\$ 2,378.00	\$ -	\$ 2,378.00	\$ -	\$ -	\$ -	\$ 2,378.00	\$ -	\$ 2,378.00
12. Subcontracts/Agreements	\$ 74,000.00	\$ -	\$ 74,000.00	\$ -	\$ -	\$ -	\$ 74,000.00	\$ -	\$ 74,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Evaluators	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
Subject Matter Expert(s)	\$ 9,800.00	\$ -	\$ 9,800.00	\$ -	\$ -	\$ -	\$ 9,800.00	\$ -	\$ 9,800.00
Oustrics	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Focus Group(s) - Audience Research	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Printing & Masks	\$ 1,973.00	\$ -	\$ 1,973.00	\$ -	\$ -	\$ -	\$ 1,973.00	\$ -	\$ 1,973.00
Fulfillment: Schools & Mental Health Centers	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
	\$ -	\$ 34,863.00	\$ 34,863.00	\$ -	\$ -	\$ -	\$ -	\$ 34,863.00	\$ 34,863.00
<b>TOTAL</b>	<b>\$ 351,884.00</b>	<b>\$ 34,863.00</b>	<b>\$ 386,747.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 351,884.00</b>	<b>\$ 34,863.00</b>	<b>\$ 386,747.00</b>

Indirect As A Percent of Direct

9.9%

# State of New Hampshire

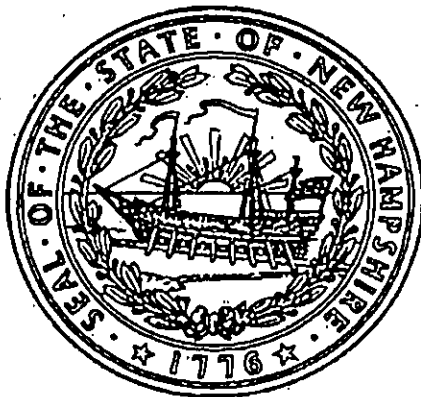
## Department of State

### CERTIFICATE

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

Business ID: 739507

Certificate Number: 0005425386



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of August A.D. 2021.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

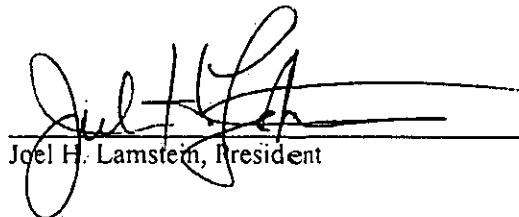
I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

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

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

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of October 21, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute this 21st day of October, 2021.

  
Joel H. Lamstein, President

STATE OF New Hampshire

COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 21st day of October, 2021 by Joel H. Lamstein.

Notary Public/Justice of the Peace

My Commission Expires: \_\_\_\_\_

JOHNSNO-01

SANDERSON1



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 9/3/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> AHT Insurance, A Baldwin Risk Partner	<b>CONTACT NAME:</b> Judy Yeary <b>PHONE (A/C, No, Ext):</b> (603) 733-4082 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Judy.Yeary@ahtins.com														
<b>INSURED</b> John Snow Inc. JSI Research & Training Institute, Inc. World Education, Inc. 44 Farnsworth Street Boston, MA 02210-1206	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: ACE American Insurance Company	22667	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

## COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Combined Agg \$10M			35873320	9/9/2021	9/9/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73546634	9/9/2021	9/9/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79861066	9/9/2021	9/9/2022	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71733182	9/9/2021	9/9/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	E&O/CYBER LIAB			G46887694	11/30/2020	11/30/2021	GENERAL AGGREGATE \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

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

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

## JSI Research and Training Institute Inc.

### Mission Statement

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

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

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

**September 30, 2019**

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





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**GRANT THORNTON LLP**

75 State Street, 13<sup>th</sup> Floor  
Boston, MA 02109

**D** +1 617 723 7900  
**F** +1 617 723 3640

**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS**

Board of Directors  
JSI Research & Training Institute, Inc.

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

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

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

**Auditor's responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our 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 consolidated financial statements are free from material misstatement.

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



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

**Opinion**

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

*Grant Thornton LLP*

Boston, Massachusetts  
August 5, 2020

## JSI Research and Training Institute, Inc.

## CONSOLIDATED STATEMENT OF FINANCIAL POSITION

September 30, 2019

## ASSETS

## CURRENT ASSETS:

Cash and cash equivalents	\$ 98,563,248
Receivables for program work	45,130,388
Field advances - program	25,188
Employee advances	184,277
Prepaid expenses	<u>1,665,471</u>
Total current assets	145,568,572

## PROPERTY AND EQUIPMENT, net

	70,862
Other assets	<u>36,945</u>
Total assets	<u>\$ 145,676,379</u>

## LIABILITIES AND NET ASSETS

## CURRENT LIABILITIES:

Accounts payable and payroll withholdings	\$ 59,600,173
Accrued vacation	1,464,584
Advances for program work	<u>29,722,037</u>
Total current liabilities	90,786,794

## NET ASSETS:

Without donor restrictions	54,585,599
With donor restrictions	<u>303,986</u>
Total net assets	54,889,585
Total liabilities and net assets	<u>\$ 145,676,379</u>

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

## JSI Research and Training Institute, Inc.

## CONSOLIDATED STATEMENT OF ACTIVITIES

Year ended September 30, 2019

**Net assets without donor restrictions**

## Public support and revenue

## Public support:

Global Fund	\$ 570,358,986
Government grants and contracts:	
U.S. Government	196,939,720
Commonwealth of Massachusetts	5,739,415
Other grants and contracts	101,715,710
Program income	280,588
Contributions	265,399
In-kind project contributions	9,678,628
Inherent contribution	778,482
Interest income	852,027
Total support and revenue	<u>886,608,955</u>

## Expenses

## Program services:

International programs	818,431,255
Domestic programs	<u>27,263,690</u>
Total program services	<u>845,694,945</u>

## Supporting services

Management and general	36,428,678
Fundraising	<u>2,806,595</u>
Total supporting services	<u>39,235,273</u>

## Other Expenses

Unallowable	<u>288,094</u>
Total other expenses	<u>288,094</u>

Total expenses	885,218,312
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Change in net assets	1,390,643
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Change in net assets with donor restrictions	46,777
--	--------

Net assets at beginning of year	<u>53,452,165</u>
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Net assets at end of year	<u><u>\$ 54,889,585</u></u>
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The accompanying notes are an integral part of this consolidated financial statement.

## JSI Research and Training Institute, Inc.

## CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year ended September 30, 2019

	Program services			Supporting services		Total expenses
	International programs	Domestic programs	Total	Management and general	Fundraising	2019
Commodities	\$ 544,556,844	\$ -	\$ 544,556,844	\$ 1,421	\$ 1,471	\$ 544,559,736
Freight Costs	39,652,513	-	39,652,513	-	-	39,652,513
Salaries	24,532,253	12,172,719	36,704,972	11,085,659	2,353,165	50,143,796
Consultants	14,119,065	5,791,456	19,910,521	2,090,816	379,622	22,380,959
Cooperating national salaries	49,761,390	244,621	50,006,011	658,261	-	50,664,272
Travel	9,468,547	1,256,109	10,724,656	940,323	22,704	11,687,683
Allowance and training	7,052,172	46,360	7,098,532	236,650	250	7,335,432
Subgrants/Subcontracts	83,262,033	5,191,198	88,453,231	-	22,267	88,475,498
Equipment, material and supplies	4,555,167	231,216	4,786,383	300,443	-	5,086,826
Other costs	31,154,814	2,330,011	33,484,825	20,713,133	24,233	54,222,191
Information Technology	146,193	-	146,193	387,941	2,883	537,017
Non-Commodity	277,348	-	277,348	-	-	277,348
Quality Assurance	184,863	-	184,863	(548)	-	184,315
Incidence	29,423	-	29,423	1,382	-	30,805
In-kind project expenses	9,678,630	-	9,678,630	-	-	9,678,630
Depreciation	-	-	-	13,197	-	13,197
Total expense	<u>\$ 818,431,255</u>	<u>\$ 27,263,690</u>	<u>\$ 845,694,945</u>	<u>\$ 36,428,678</u>	<u>\$ 2,806,595</u>	<u>\$ 884,930,218</u>

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

## JSI Research and Training Institute, Inc.

## CONSOLIDATED STATEMENT OF CASH FLOWS

Year ended September 30, 2019

**Cash flows from operating activities:**

Increase in net assets	\$ 1,437,420
Adjustments to reconcile increase in net assets to net cash used in operating activities:	
Depreciation	19,685
(Increase) decrease in receivables for program work	(26,553,124)
(Increase) decrease in field advances - program	500,547
(Increase) decrease in employee advances	(79,414)
(Increase) decrease in prepaid expenses	(766,262)
(Increase) decrease in other assets	(22,609)
Increase (decrease) in accounts payable and payroll withholdings	28,512,414
Increase (decrease) in accrued vacation	(210,088)
Increase (decrease) in advances for program work	(18,507,594)
Net cash used in operating activities	<u>(15,669,025)</u>

**Cash flows from investing activities:**

Acquisition of property and equipment	(52,342)
Inherent contribution net of cash acquired	<u>37,427,968</u>
Net cash provided by investing activities	<u>37,375,626</u>

**NET INCREASE IN CASH AND CASH EQUIVALENTS**

21,706,601

**Cash and cash equivalents at beginning of year**76,856,647**Cash and cash equivalents at end of year**\$ 98,563,248

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

**JSI Research and Training Institute, Inc. and Affiliate**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**September 30, 2019**

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

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

JSI Research and Training Institute, Inc. is the sole member of World Education, Inc. and The Partnership for Supply Chain Management, Inc. (Affiliates). JSI Research and Training Institute, Inc. is accorded with such powers as are typical for a sole member including the power of appointment and removal of the Affiliates' board of trustees, the right to approve amendments to the bylaws and certificate of incorporation, and the right to approve any merger, consolidation, dissolution or transfer of substantial assets of Affiliates.

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

The Partnership for Supply Chain Management (PfSCM) was incorporated on February 14, 2005 under the laws of Massachusetts. PfSCM began operations on October 1, 2005 as a non-profit organization established by JSI Research & Training Institute, Inc. and Management Sciences for Health, Inc. On October 11, 2018, Management Sciences for Health, Inc. discontinued their relationship with PfSCM and JSI Research & Training Institute, Inc. became the sole member of PfSCM. PfSCM's financial data is consolidated utilizing its fiscal year-end financial position at September 30, 2019.

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

**NOTE B CHANGE IN CONTROL**

As previously referred to in Note A, the Organization achieved a controlling interest in the PfSCM during fiscal year 2019. This transaction was effected without the transfer of consideration, and as such, the net assets of PfSCM as of October 11, 2018, totaling \$2,778,482, were contributed to the Organization and were recognized in the accompanying consolidated statement of activities as an inherent contribution. Details of the transaction are as follows:

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

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2019**

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

***Principles of Consolidation***

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

***Basis of Accounting***

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting and include the accounts of JSI Research and Training Institute, Inc. and its affiliates in conformity with accounting principles generally accepted in the United States of America (US GAAP). Net assets, revenues, and expenses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and the changes thereof are classified and reported as follows:

*Net assets without donor restrictions* - Net assets that are not subject to donor-imposed restrictions.

*Net assets with donor restrictions* - Contributions, grants, and income whose use by the Organization has been limited by donors or grantors to a specific time period or purpose.

***Use of Estimates***

The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

***Cash and Cash Equivalents***

The Organization considers all monies in banks and highly liquid investments with maturity dates of three months or less to be cash equivalents. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments. Total cash held in foreign accounts was \$3,483,206 at September 30, 2019.

***Investments***

Investments in marketable securities with readily determinable fair values and all investments in debt securities (marketable investments) are measured at fair values based on quoted market prices in the consolidated statement of financial position. Unrealized gains and losses are included in the consolidated statement of activities.

***Property and Equipment***

Property and equipment owned by the organization are reported on the basis of cost less accumulated depreciation. Acquisitions of property and equipment in excess of \$5,000 are capitalized. Depreciation is computed using the straight-line method calculated to extinguish the book value of the respective assets over their estimated useful lives (5 - 7 years) of the related assets. Property and equipment purchased with grant funds where ownership rests with the donor is expensed at the time of purchase and is returned to the donor or disposed of in accordance with the terms of the grant and/or donor permissions at the conclusion of the grant period.



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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2019**

***Revenue Recognition***

The majority of the Organization's revenues are derived from contracts, cooperative agreements, and grants with U.S. government agencies, primarily the United States Agency for International Development and the United States Department of Health and Human Services, as well as other private foundations and non-governmental organizations. Revenues are recognized when the Organization incurs qualifying expenditures that are reimbursable under the terms of the contracts, agreements or grants, or in accordance with the grantor's restrictions.

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

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

***Donated Materials and Services***

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

***Income Taxes***

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

The Organization has evaluated its tax positions and believes that there would be no material changes to the results of its operations or financial position as a result of an audit by the applicable taxing authorities, federal or state. The Organization has filed all of its known and required returns in a timely manner including as permitted allowed extensions. Following administrative practice of the taxing authorities, the tax years 2015, 2016, 2017, 2018, and 2019 remain open years subject to examination and review.

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

***Functional Allocation of Expenses***

The costs of providing the various programs and other activities have been summarized on a functional basis in the consolidated statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Each functional classification includes all expenses related to the underlying operations by natural classification. Natural expenses attributable to more than one functional expense category are allocated using a variety of cost allocation techniques.

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

**September 30, 2019**

***Foreign Currency Transactions***

Expenses of international operations are measured generally using local currency. Expenses are translated to USD using the first in, first out method of exchange based on the bank rate assigned at transfer. As a result, foreign currency transaction gains and losses are negligible and are included as direct program expenses.

***Receivables for Program Work***

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

***Implementation of New Accounting Standards***

In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities*, which revises the not-for-profit financial reporting model. ASU 2016-14 provides for additional disclosure requirements and modifies net asset reporting. The Organization adopted ASU 2016-14 effective in the fiscal year ended September 30, 2019. As a result of the adoption of ASU 2016-14, the Organization was required to reclassify its net assets into two categories: net assets without donor restrictions and net assets with donor restrictions. In addition, the guidance requires enhanced disclosures about liquidity and expenses by both their natural and functional classification, among other changes.

In June 2018, the FASB issued ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The amendments in this ASU assist entities in: (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other guidance; and (2) determining whether a contribution is conditional. For contributions, an entity should follow the guidance in Subtopic 958-605, whereas for exchange transactions, an entity should follow other guidance (for example, Topic 606, *Revenue from Contracts with Customers*). Management has adopted this ASU in fiscal year 2019 and there was no impact upon adoption.

***Recent Accounting Pronouncements***

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which is a comprehensive new revenue recognition standard that will supersede existing revenue recognition guidance. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Management is currently evaluating the effect the provisions of this ASU will have on the consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the statement of financial position for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of activities. Management is currently evaluating the impact of the pending adoption of the new standard on the financial statements.

## JSI Research and Training Institute, Inc. and Affiliate

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2019

**NOTE D - CONCENTRATION OF CREDIT RISK**

The Organization maintains demand deposits and money market funds at financial institutions. At times, certain balances held in these accounts may not be fully guaranteed by the United States government. The uninsured portions of cash and money market accounts are backed solely by the assets of the financial institution. Therefore, the failure of a financial institution could result in a financial loss to the Organization. However, the Organization has not experienced losses on these accounts in the past and management believes the risk of loss, if any, to be minimal.

**NOTE E - PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION**

Property and equipment and accumulated depreciation account balances are as follows:

	Cost	Accumulated depreciation	Net
Furniture and equipment	\$ 709,627	\$ 654,090	\$ 55,537
Leasehold improvements	45,680	30,355	15,325
	<u>\$ 755,307</u>	<u>\$ 684,445</u>	<u>\$ 70,862</u>

Depreciation expense was \$13,197 for the year ended September 30, 2019.

**NOTE F - OTHER ASSETS**

Other assets consist of the following at September 30, 2019:

Deposits	\$ 132,401
Artwork - donated	36,945
	<u>\$ 169,346</u>

Donated artwork is recorded at a discounted appraised value at the date of gift.

**NOTE G - ACCRUED VACATION**

In accordance with formal policies, vacation was accrued at September 30, 2019 as follows:

JSI Research and Training Institute, Inc.	\$ 1,464,584
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## JSI Research and Training Institute, Inc. and Affiliate

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2019

**NOTE H - ADVANCES FOR PROGRAM WORK**

Advances for program work consist of the following at September 30, 2019:

Other - non-governmental	
Bill & Melinda Gates Foundation	\$ 13,272,043
Various Donors	10,225,618
Global Fund	4,048,678
Doris Duke Charitable Foundation	2,175,699
	<hr/>
	\$ 29,722,038

Advances for program work represent refundable advances of cash received from non-governmental organizations. They are reported as advances because there is typically a barrier placed by the granting organization, as well as a right of return if the funds are not used in accordance with the terms of the arrangement with the funding organization. Once the barriers are overcome and there is no longer a right of return, revenue is recognized.

**NOTE I - DEBT*****Citizens Bank***

World Education, Inc. has a revolving line of credit with a bank with a borrowing limit of up to \$500,000. The revolving line of credit was renewed on September 10, 2018. The loan is payable on demand. Interest is charged by utilizing a fluctuating rate based on the LIBOR (Advantage) rate plus 2.50%. The line of credit remains in effect until May 31, 2020 and annually thereafter contingent upon performance. The loan is collateralized by a first priority interest in all the assets of World Education, Inc. No funds were borrowed during the year and as a result, as of June 30, 2019, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended June 30, 2019.

***John Snow, Inc.***

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

**NOTE J - CONTINGENCIES**

In accordance with the terms of its federal and state grants and contracts, the records of the Organization are subject to audit. The Organization is, therefore, contingently liable for any disallowed costs. Management believes that any adjustment which might result from such an audit would be immaterial.

JSI Research and Training Institute, Inc. is a co-borrower (with a related party) of a demand loan with no balance due at September 30, 2019. Management believes that the co-borrower is current on the loan and that its collateral exceeds the balance due (See Note Q).

Provisional indirect cost rates are negotiated with the United States Agency for International Development (AID) on an annual basis. As of September 30, 2019, actual indirect cost rates have been approved by AID for JSI Research and Training Institute, Inc. through December 31, 2014 and World Education, Inc. through

## JSI Research and Training Institute, Inc. and Affiliate

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2019

June 30, 2018. Based on favorable past experience, management believes the effects of changes to the overhead rates, if any, would not be material to the consolidated financial statements.

**NOTE K NET ASSETS WITH DONOR RESTRICTIONS**

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

**NOTE L - RELATED PARTY TRANSACTIONS*****John Snow, Inc.***

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

During the year ended September 30, 2019, John Snow, Inc. billed JSI Research and Training Institute, Inc. \$28,335,233 for consulting services (technical support). This amount is reflected under program services - consulting totaling \$15,311,055 and program services - other costs totaling \$13,024,177 on the consolidated statement of functional expenses. In addition, JSI Research and Training Institute, Inc. performed consulting services (technical support) for John Snow, Inc. totaling \$7,658,189.

The two companies also share facilities and pool various overhead expenses. For the year ended September 30, 2019, JSI Research and Training Institute, Inc. incurred \$23,073,571 of overhead expenses (supporting services), of which \$9,292,686 was its share of John Snow, Inc. incurred costs.

JSI Research and Training Institute, Inc. is a co-borrower with John Snow, Inc. on a commercial demand loan-revolving line of credit with an expiration date of May 31, 2020, which allows for borrowings up to \$6,500,000. The loan is collateralized by a security agreement with a first position lien on all corporate assets of JSI Research and Training Institute, Inc. and John Snow, Inc. including assignment of promissory notes and security documents between the two companies. Interest is charged by utilizing a fluctuating rate based on LIBOR (Advantage) plus 2.00% payable monthly in arrears, which at September 30, 2019 was 3.826%. At September 30, 2019, a balance of \$0 was outstanding on the loan.

During the year, the Company had various accounts payable due from and to John Snow, Inc. At September 30, 2019, the accounts receivable balance is \$0 and the accounts payable balance is \$369,577.

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

Administrative and technical support	\$ 1,561,799
Other direct charges (including rent of \$871,877)	<u>1,375,414</u>
	<u>\$ 2,937,213</u>

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

## JSI Research and Training Institute, Inc. and Affiliate

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2019

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

**Other**

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

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

**NOTE M - RETIREMENT PLANS**

JSI Research and Training Institute, Inc. has a defined contribution profit sharing/401(k) plan covering substantially all its employees. Employee contributions are voluntary. The Company contributes an amount equal to 7% of the employee's monthly earnings, funded with each month's payroll. In addition, employees will receive a 100% match on the first 2% of contributions made to their retirement account. Employees who are contributing less than 2% of their pay to their retirement account will automatically be enrolled at 2% either at the time of hire, or annually in July. The Plan was effective April 11, 1979. Pension expense was \$2,458,753 for the year ended September 30, 2019.

World Education, Inc. provides retirement benefits to substantially all employees under a plan. World Education, Inc.'s contributions of 7% of employee salaries are used to purchase individual annuities. Additional voluntary contributions may be made by the employees. Participants of the plan are fully and immediately vested when contributions are made. Pension costs incurred by World Education, Inc. were \$360,907 for the year ended June 30, 2019.

**NOTE N - COMMITMENTS****Operating Leases**

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

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

2020	\$ 423,198
2021	434,419
2022	450,718
2023	396,612
2024	155,324
Thereafter	<u>326,716</u>
	<u>\$ 2,186,987</u>

World Education, Inc. leases space for general offices on a year-to-year basis. Rent expense for the year ended June 30, 2019 was \$877,010.

## JSI Research and Training Institute, Inc. and Affiliate

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2019

**NOTE O - CONCENTRATION OF FUNDING**

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

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

	<u>Income received</u>	<u>% of total income</u>
U.S. Agency for International Development	\$ 165,608,943	55.9%

**NOTE P - IN-KIND PROJECT CONTRIBUTIONS**

The Organization receives donated materials and services consisting of commodities, facilities and equipment, and services for use in its programs from overseas collaborative private voluntary organizations and from foundations providing grants directly to a project. Donated materials and services totaled \$11,154,095 for the year ended September 30, 2019, and are reflected as in-kind project contributions on the consolidated statement of activities and in-kind project expenses on the consolidated statement of functional expenses.

These contributions satisfy part of the matching requirements needed to obtain full funding on certain U.S. AID grants. During the year ended September 30, 2019, the following donated materials and services received by the Organization have been used to fulfill matching requirements on active grants:

AIDSFree	\$ 6,334,951
Tanzania CHSS	301,174
Timor Leste RBHS	329,437
Ghana HIV/AIDS	112,512
Madagascar CCH	1,204,366
Ethiopia TRANSFORM	1,396,190
Laos	13,531
Uganda	50,015
Zimbabwe	3,250
OUTCOMES	1,235,558
Mozambique	173,111
	<u>\$ 11,154,095</u>

**NOTE QS LIQUIDITY AND AVAILABILITY OF RESOURCES**

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

**JSI Research and Training Institute, Inc. and Affiliate****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED****September 30, 2019**

The following reflects the Organization's financial assets as of September 30, 2019, reduced by amounts not available for general use within one year due to contractual or donor-imposed restrictions.

Cash and Cash Equivalents	\$ 98,563,248
Receivables for Program Work	45,130,388
Total Financials Assets Available Within One Year	<u>143,693,636</u>
Less Donor Restricted Assets	<u>29,722,037</u>
Total Financial Assets Available to Management for General Expenditures Within One Year	<u>\$ 113,971,599</u>

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

**NOTE R - SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through August 5, 2020, the date on which the consolidated financial statements were available to be issued. The COVID-19 pandemic, whose effects first became known in March 2020, is having a broad and negative impact on commerce and financial markets around the world. The extent of the impact of COVID-19 on the Organization's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and its impact on the Organization's funding agencies, employees and vendors, all of which at present cannot be determined. Accordingly, the extent to which COVID-19 may impact the Organization's financial position and changes in net assets and cash flows is uncertain and the accompanying consolidated financial statements include no adjustments relating to the effects of this pandemic.





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Chief Operating Officer  
JSI  
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Science Core; Director of the Community Engaged  
Research Program, Center for AIDS Research,  
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Sloan School of Management at MIT  
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**Mike Useem, M.A., Ph.D.**  
William and Jacalyn Egan Professor of  
Management  
Wharton School at University of Pennsylvania  
Philadelphia, PA

# CHRISTIN H. D'OVIDIO

JSI, 501 South Street, Bow, NH 03304 w:(603) 573-3353 c:(603) 254-4461

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healthcommunication.jsi.com

## EDUCATION

YALE SCHOOL OF PUBLIC HEALTH

*Climate Change and Health Certificate, 2020*

LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE

*Certificate Degree, MBA Essentials, 2020*

UNIVERSITY OF SOUTH FLORIDA, TAMPA, FLORIDA

*Graduate Certificate Degree, Social Marketing for Public Health, 2013*

NEW SCHOOL FOR SOCIAL RESEARCH, NEW YORK, NEW YORK

*Master of Fine Arts, Acting & Fine Arts Production, 2002*

## CERTIFICATIONS

NATIONAL PUBLIC HEALTH INFORMATION COALITION, MARIETTA, GEORGIA

*Certified Communicator in Public Health (CCPH), 2015- current*

## EXPERIENCE

JSI Research and Training Institute, Inc., New Hampshire

*Marketing and Communications Project Director, 2016-present*

*Center for Excellence on Addiction, Marketing and Communications Project Manager, 2019 - 2021*

### **East-Boston Youth Training & Vaping Cessation Marketing (2020-present)**

Project Director: Oversee a team of five to develop and implement a youth training in marketing and prevention and create and execute a vaping cessation campaign for the East Boston community of at-risk youth. This project implements a youth-training model developed by JSI and combines our years of market research regarding youth and youth vaping formative research to create a cessation campaign with the youth as well as incorporation of: participatory design, virtual training, and youth engagement.

### **The Partnership @drugfreeNH (2019-present)**

Creative Producer: The Partnership is a public-private collaboration between NH DHHS, the NH Governor's Commission on Alcohol & Other Drugs, the NH Charitable Foundation, the Center for Excellence on Addiction, and JSI Northern New England, and the work includes donations from the public, and a SAMHSA Land Grant with the University of New Hampshire. The goal of The Partnership is to share scientific evidence about prevention and substance misuse, and create a space for individuals to find answers and solutions to deal with substance use disorders. Work includes web development, community engagement, digital marketing, communications training, podcast production/host, and conference planning.

### **VT Mentally Healthy (2021-present)**

Project Director: Project Goal: To influence the actual and perceived community support for people dealing with their mental health in the Greater St. Johnsbury area of Vermont with a communication campaign. Working with the Mentally Healthy Collaborative Action Network, JSI is conducting research and making recommendations on messaging and elements for testing. Ultimately JSI will produce campaign elements for the Network to use.

### **ENDS/Vaping Prevention Social Marketing for Middle and High School Youth (2018-present)**

Project Director: Oversee a team of six to determine school-aged peer crowd representation in New Hampshire as well as ENDS/vaping risk behavior prevalence among peer populations. *Save Your Breath* campaign/web development and execution for vaping prevention among high school aged youth found most at-risk. The project includes: strong community and partner collaboration, IRB consideration and approval, independent evaluation, influencer marketing, podcast and Facebook live promotion.

### **Maternal Marijuana and Alcohol Awareness Campaign (2017-2021)**

Project Director, Creative Director: Oversee a team of six implementing a lifestyle campaign with messaging around marijuana and alcohol use before and during pregnancy and breastfeeding as well as tool development for health care professionals and working with the cannabis dispensaries. Formative research includes online survey testing (MaxDiff, conjoint), focus groups, interviews, UX and digital a/b testing. Creative development includes video production and digital. The campaign, *Today is For Me.*, won the 2019 Berreth Silver Award - in Corporate Health Marketing from the National Public Health Information Coalition. Work includes collaboration with the NH Governor's Commission on Alcohol and Other Drugs, Perinatal Substance Exposure Task Force.

### **Young Adult Alcohol Harm Reduction Campaigns (2016-present)**



Project Director, Creative Director: Oversee a team of six, conducting formative research around knowledge, attitudes and beliefs relative to substance use via peer crowd/group segmentation in NH young adults. Research includes literature review, online survey, focus groups and digital a/b testing. Creative development includes video production, digital campaign, market research, and influencer marketing. Three campaigns have been developed for priority market segments. *Binge-Free NH* received the 2018 Berreth Gold Award – for Excellence in Health Marketing from the National Public Health Information Coalition.

#### **Perinatal Substance Use Prevention and Education Project (2020-present)**

Project Director, Creative Director: Oversee a team of four to assist a NH Regional Public Health Network implement an intervention to educate clients (adolescent through adults) at the time of visit with an educational, animated video on the health impacts of perinatal substance use. The project includes survey and research design, creative production, and community presentations.

**Rivier University, Division of Nursing and Health Professions, Nashua, New Hampshire**  
*Adjunct Professor, 2016-present*

**State of New Hampshire, Department of Health and Human Services, Concord, New Hampshire**  
*Marketing and Media Specialist (Tobacco Prevention & Cessation, Asthma Control, Oral Health, Coordinated Chronic Disease), 2008-2016*

**Salmon Press Newspaper Group, Meredith, New Hampshire**  
*Classifieds Manager, 2007 – 2008*

**Theatrical Public Relations and Production, New York City**  
*Producer, Head of Marketing, Media Relations and Advertising, 2000 – 2005*

#### **PUBLICATIONS**

- Bradley M, D'Ovidio C, Kipligat S, *New Hampshire Women's Perceptions of Marijuana and Alcohol Use Before, During and After Pregnancy*. (January 2018).

#### **ORAL PRESENTATIONS**

- *The MAMA Project for RSA 132:2* (2021). NH Therapeutic Cannabis Medical Oversight Board. Virtual. [Bradley, M., D'Ovidio, C.].
- *Today is For Me., The MAMA Project* (2021). NH Governor's Commission on Alcohol and Other Drugs, Perinatal Substance Exposure Task Force. Virtual. [Bradley, M., D'Ovidio, C.].
- *Do NH Youth Vape? Clinical and Population Health Interventions to Support Youth ENDS Cessation* (2020). NH Behavioral Health Summit. Virtual. [Brown, T., D'Ovidio, C., Morton, J.].
- *Save Your Breath: NH Youth Vaping Prevention Campaign Overview* (2020). New England Prevention Technology Transfer Center Network. Virtual. [D'Ovidio, C., Morton, J.].
- *Community Conversations on Vaping - Youth Voices Podcast* (2020). Media Power Youth. Virtual.
- *Vaping Prevention Campaign Integration in a NH Young Adult Mental Health/Primary Care Integration Project* (2020). ProHealth NH Webinar. Virtual.

#### **HONORS AND AWARDS**

- *Today Is For Me.* (2019) Berreth Silver Award - in Corporate Health Marketing. National Public Health Information Coalition.
- *Wisconsin, We need to Talk – About Youth Sex Trafficking* (2019) Berreth Bronze Award for Excellence in Public Health Marketing. Not-for-Profit Marketing. National Public Health Information Coalition.
- *Binge-Free 603: What's Your Reason?* (2018) Berreth Gold Award for Excellence in Public Health Marketing. National Public Health Information Coalition.
- *Tick Free NH - Grass-Roots Lyme Disease Prevention in New Hampshire* (2017) Berreth Award - Bronze Medal, Corporate Health Marketing. National Public Health Information Coalition.
- *Anyone.Anytime.NHTM Campaign* (2016). U.S. Department of Health and Human Services, Office of the Surgeon General. *Facing Addiction in America: The Surgeon General's Report on Alcohol, Drugs, and Health*. Washington, DC: HHS, November 2016.
- *Dear Me New Hampshire 2013-2014 Campaign Summary Report* (2015) Grady Award – Bronze Medal. National Public Health Information Coalition.

#### **PROFESSIONAL ORGANIZATIONS/VOLUNTEER ACTIVITIES**

Society for Health Communication, Founding Member 2016-current; International Social Marketing Association & Association of North America, Member 2016-current, National Public Health Information Coalition, Member & Certifier 2014-current; New Hampshire Public Health Association, Member 2008-2011, 2016-current, A Meal With Dignity, Member of the Board, 2020-current.

## MARTHA BRADLEY, MS

JSI Research & Training Institute, Inc. d/b/a Community Health Institute  
501 South Street, Bow, New Hampshire 03304 (603) 573-3318

Martha\_bradley@jsi.com

### EDUCATION

SPRINGFIELD COLLEGE, MANCHESTER, NEW HAMPSHIRE  
M.S., Human Service Administration, May, 2001

UNIVERSITY OF NEW HAMPSHIRE, DURHAM, NEW HAMPSHIRE  
B.A., Psychology, May, 1987

### EXPERIENCE

JSI Research & Training Institute, Inc. d/b/a Community Health Institute, Bow, New Hampshire  
Project Manager, December 2002 to present

Areas of technical expertise include: Project management and implementation, health education and material development, training, and qualitative research.

#### **Wisconsin Human Trafficking Awareness and Prevention Campaign, April 2017 to present**

Worked on team to create a campaign to inform the public that (1) sex trafficking of youth is an issue in urban, rural, suburban and tribal communities throughout WI (2) educate about the indicators that a youth is being or may be at risk of being sex trafficked (3) disseminate information about the risk factors that make youth vulnerable to trafficking; and, (4) implement a statewide media/social marketing campaign that reduces demand and prevents sex trafficking of youth.

#### **NH Center for Excellence (CFEX): Best Practices in Reducing Alcohol and Drug Problems**

Worked on three projects for CFEX which provides consultation, training, and technical assistance for substance misuse prevention, substance use disorder treatment, continuum of care development, and integration of behavioral health into primary care including needs assessment, system capacity assessment, strategic planning, and policy recommendation.

#### **NH Young Adult Prevention Messaging August 2016 to present**

Responsible for developing the approach and methods for the exploratory and qualitative research resulting in a public health campaign targeting young adults ages 21 – 25 who drink frequently and excessively.

#### **New Hampshire SBIRT Initiative, December 2015 to present**

Under funding for NH Charitable Foundation in partnership with the Conrad N. Hilton Foundation and NH Bureau of Drug and Alcohol Services provided training to healthcare providers and systems implementing SBIRT (Screening, Brief Intervention, and Referral to Treatment) as a strategy to integrate behavioral health and primary care to identify patients at risk of substance misuse. Developed and implemented a variety of learning opportunities such as webinars, meetings, onsite trainings and shared learning to help providers address all facets of their workflow. The training builds knowledge and skills utilizing motivational interviewing techniques with patients identified at greater risk.

#### **NH Opioid Awareness Media Campaign: *Anyone.Anytime.NH™* August 2015 – September 2015**

Responsible for conducting eight focus groups to understand current attitudes and beliefs about the use of naxolone, understanding of the passage of a new law and knowledge of services available to assist an individual dealing with an opioid addiction that informed the creation of the awareness campaign *Anyone.Anytime.NH™*.

#### **Partnerships for Quitline Sustainability, August 2014 to present**

A multi-year contract with the CDC to work with the state health department to develop strategy and material to engage insurance professionals to consider cost sharing arrangements for Helpline services. Strategy based on model developed by North American Quitline Consortium and key informant interviews with insurance stakeholders.

#### **Prediabetes Media Development and Placement Services, March 2015 to present**

Responsible for developing a statewide media campaign that encourages those at risk to enroll in a National Diabetes Prevention Program which includes quantitative research of the target audience, audience testing, and message and material development.



**Child Abuse Needs Assessment, April–October 2015**

Conducted a comprehensive needs assessment to increase knowledge on the factors that impact the competencies and capacities of healthcare providers to provide special medical exams to child victims of suspected physical abuse.

**Arsenic in Private Well Water, March–August 2015**

Worked with the Dartmouth Toxic Metals Superfund Research Program to create intervention material to increase home owners' readiness to voluntarily test their well water for arsenic. Developed message themes and conducted end user testing to identify factors influencing home owners' interest in testing.

**NH Immunization Marketing, June 2010 to present**

NH Department of Health and Human Services, NH Immunization Program: Worked with community stakeholders to research, develop, and implement a statewide marketing and awareness campaign aimed at increasing immunization rates for the priority population.

**NH Environmental Public Health Tracking Program Data Utilization and Outreach Project, April 2012 to present**

NH Department of Health and Human Services, Environmental Public Health Tracking Program: works to increase the utilization of the EPHT's data portal and other communication tools by developing a communication plan consisting of contemporary marketing and outreach strategies. Conducted formative research and wrote current communication plan. Conducted end user testing on a web-based tool to assess the probability of arsenic in well water.

**Nashua Community Health Assessment, September 2013 to May 2014**

Worked with client to develop appropriate protocols for focus groups with targeted segments of population, varying from topic-specific issues, to general health issues. Facilitated 10 focus groups and wrote summary report of findings.

**SHARE Needs Assessment, September 2013 to May 2014**

Developed methodology for local non-profit needs assessment, covering five towns in Southern NH. Developed protocols for focus groups and key informant interviews and developed needs assessment report.

## PRESENTATIONS

- Presentation at IHA Health Literacy Conference: *SBIRT: Talking with Your Patients about Substance Misuse*, 2017
- Moffitt Cancer Center: *Cancer: Culture and Literacy Conference* in 2008 & 2010
- Presentation at the NH Conference for Adult Educators on *Tobacco & Literacy in NH: A Pilot Program for Young Adults*, February 2007 and abstract accepted at the ACCESS 08 Conference
- Presentation at the Break Free Alliance Conference, *Promising Practice to Eliminate Tobacco Related Disparities: the Power of Communities*, April 2012
- Presented poster Break Free Alliance Conference on *Supporting Healthy Practices in Child Care: Nutrition, Physical Activity & Tobacco Exposure*, April 2012
- Presentation at National Conference on Tobacco or Health, *Engaging Low-Income Smokers in Tobacco Cessation via Credit Counseling Programs*, 2012

## OTHER EDUCATION

- National Institutes of Health, Office of Extramural Research, Protecting Human Research Participants, September 2009
- New Hampshire Department of Safety, Division of Fire Standards and Training:
  - IS-700: NIMS an Introduction*, January 2009
  - IS-100: Introduction to ICS*, January 2009
  - Public Information Office*, April 2009
- Homeland Security Exercise & Evaluation Program (HSEEP) Training Course, December 2008
- Attended National Conference on Tobacco or Health, Minneapolis, MN, 2007
- Attended World Tobacco Conference, Washington, D.C., 2006
- Completed *Motivational Interviewing* workshop at Health Education and Training Institute, Portland, ME, 2005
- Attended National Tobacco Conference, Boston, MA, 2004
- Completed *Basic Skills for Working with Smokers*, University of Massachusetts Medical School, 2002

## AMY MOFFETT

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

*Amy\_Moffett@jsi.com*

### EDUCATION

UNIVERSITY OF NEW HAMPSHIRE  
*Bachelor of Arts, Psychology 1992, Magna Cum Laude  
Minor, Social Work*

### EXPERIENCE

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

#### **Oral Health Promotion Partner**

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

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

Served as Project Manager to support the team as it facilitated efforts to improve referrals from health systems to DSME programs, engaged pharmacists in the provision of medication therapy management (MTM) for chronic conditions, increased referrals and enrollment for patients at risk of developing diabetes and those with hypertension and/or high blood cholesterol to NDPP or other CDC-approved programs. CHI supported the development and coordination of multiple learning opportunities and strategies including delivering five successful learning opportunities to over 275 healthcare professionals, overhauling the NH Healthy Lives website, exploring issues relating to credentialing for Community Health Workers and event planning.

#### **Tick-Free New Hampshire**

Provided Project Management for the campaign developed by CHI to educate the public about how to prevent tick encounters and potentially Lyme disease. The digital behavior change campaign encourages preparation for outside activity and checking for ticks. Primarily targeting parents of children aged 2 to 13, schools, providers and recreational outdoors enthusiasts, the campaign includes [www.TickFreeNH.org](http://www.TickFreeNH.org), multimedia PSAs, social media, print materials, a clearinghouse, fundraising, and representation at trade events. CHI also worked with the University of New Hampshire (UNH) to conduct population surveillance on knowledge, attitudes, and practices via prevention questions to the Granite State (statewide) poll.

#### **Electronic Nicotine Delivery Systems Prevention Messaging Campaign**

Served as Project Manager to support the team in their research, evaluation, and implementation of a youth focused prevention campaign aimed at reducing the prevalence of electronic nicotine delivery system use by minors in NH. Research for this campaign consisted of peer group identification and validation in NH, the theories of social marketing and behavior change and the social marketing campaign consisted of social media, traditional media, educational videos for providers, and youth leadership as well as a state-wide media buy.

#### **Climate and Health**

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

**The Partnership @drugfreeNH**

Provided logistical support and work plan oversight while assisting with content development for a series of videos intended to inform and educate about the power prevention.

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

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

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

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

**CERTIFICATIONS**

Certified Scrum Master (CSM)

**TRAININGS**

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

**COMPUTER SKILLS**

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

**COMMUNICATION SKILLS**

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

**VOLUNTEER SERVICE**

*In Our Own Voice* speaker – NAMI-NH

## **JULIANNE BATTISTA**

---

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

*julianne\_battista@jsi.com*

### **EDUCATION**

**PLYMOUTH STATE UNIVERSITY**  
*Bachelor of Fine Arts, Graphic Design*

### **EXPERIENCE**

**JSI Research & Training Institute, Inc. d/b/a Community Health Institute, Bow, New Hampshire**  
*Digital Marketing Strategist & Designer, March 2020 to present*

**My Life My Quit NH, State of New Hampshire**  
*Digital Strategist, September 2021 to Present*

Using paid ads across social platforms as well as creating monthly organic calendars highlighting the dangers of ENDS devices and advertising free quit coaching for teens in NH.

**Social Host RI, State of Rhode Island**

*Digital Strategist & Video Editor, June 2021 to Present*

Working with the project team to populate and schedule editorial calendars of content throughout the campaign. In addition, edited video content used for advertising for Rhode Island's Social Hosting laws to prevent underage drinking.

**Youth ENDS Prevention, "Save Your Breath", State of New Hampshire**

*Digital Strategist & Graphics Designer, March 2020 to July 2021*

Using major social platforms to advertise such as Instagram, YouTube, and TikTok, this is a campaign aimed at youth (aged 13-18) to prevent the use of ENDS devices.

**Binge-Free 603: What's Your Reason, Young Adult Binge Drinking Prevention Campaign**

*Digital Strategist & Graphics Designer, March 2020 to March 2021*

Advertising across social platforms to encourage college aged students to consume alcohol less frequently and more responsibly. In addition, assisted in the re-design and launch of the spin-off campaign, *Sober Curious*, which ran through March 2021.

### **OTHER EXPERIENCE**

**Work It Daily, Hampton, New Hampshire**

*Influencer Marketing Manager, November 2019 to February 2020*

Managed and created content for influencer pages on LinkedIn, Twitter, Instagram, TikTok, YouTube, and Pinterest totaling over 2.7 million followers and reaching an audience of over 3 million. In addition, collaborated with a team on the design and execution of a new influencer brand strategy and collected data to track its performance.

**JT Graphics, Thornwood, New York**

*Graphic Designer, June 2019 to November 2019*

Designed and updated marketing materials for print shop clients. Communicated regularly with clients to discuss their design needs and how to best meet them in a timely manner.

**Plymouth State University, Plymouth, New Hampshire**

*Graphic Designer, June 2019 to November 2019*

Created and collaborated on a variety of marketing campaigns for the University such as event flyers, banners, stickers, social media filters, and sticker designs. Adhered to strict brand guidelines and communicated with team and clients to ensure the needs of the University were met.





## **SKILLS**

**Illustrator**

**Premiere**

**Photoshop**

**InDesign**

**AfterEffects**

**Social Media**

**YouTube**

**JSI Research and Training Institute d/b/a Community Health Institute**

**Community-Based Partnership for Comprehensive Tobacco Control  
(RFA-2021-DPHS-04-COMMU-01-A01) Amendment**

**Key Personnel**

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Christin D'Ovidio	Project Director	\$105,000	8%	\$7,715
Martha Bradley	SBIRT, SAU & Community Organization	\$114,000	8%	\$9,240
Amy Moffett	Project Manager	\$64,000	8%	\$5,176
Julianne Battista	Graphic Designer & Marketing Specialist	\$55,000	2%	\$1,150

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Lori A. Shilbette  
Commissioner

Lisa M. Morris  
Director

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF PUBLIC HEALTH SERVICES**

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

November 5, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with JSI Research and Training Institute, Inc. (d/b/a Community Health Institute) (VC#161611-B001) Bow, NH, in the amount of \$1,317,460 to enhance comprehensive tobacco prevention and cessation program initiatives, with the option to renew for up to three (3) additional years, effective February 28, 2021 or upon Governor and Council approval, whichever is later, through February 28, 2024. 46% Federal Funds. 54% General Funds.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023, and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-902010-56080000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY HEALTH, TOBACCO PREVENTION AND CESSATION PROGRAM**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog-Svc	90018000	\$112,219
2022	102-500731	Contracts for Prog Svc	90018000	\$166,747
2022	102-500731	Contracts for Prog Svc	90018008	\$235,000
2023	102-500731	Contracts for Prog Svc	90018000	\$166,747
2023	102-500731	Contracts for Prog Svc	90018008	\$235,000
2024	102-500731	Contracts for Prog Svc	90018000	\$166,747
2024	102-500731	Contracts for Prog Svc	90018008	\$235,000
			<b>Total</b>	<b>\$1,317,460</b>

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

### **EXPLANATION**

The purpose of this request is for the Contractor to implement evidence-based comprehensive tobacco prevention and cessation strategies. The Contractor will provide technical assistance to the Department to amplify and enhance evidence-based comprehensive tobacco prevention and cessation strategies at the state and community levels. The Contractor will collaborate with ten (10) Community Mental Health Centers to collect and report smoking and vaping status in the behavioral health population. Data shows that individuals diagnosed with behavioral health conditions, are significantly more likely to smoke compared to individuals who do not present with behavioral health conditions. Combined, the Community Mental Health Centers provided services to 44,575 clients in State Fiscal Year 2019.

The Contractor will also prioritize working with school administrative units in an effort to assist schools to provide access to treatment for students found to be using tobacco products. Data from the 2019 Youth Risk Behavior Survey shows adolescent prevalence is 33.8%.

Finally, the Contractor will identify a community with a high prevalence of tobacco use and high level of interest in curbing community tobacco use to begin to address tobacco use in the population identified as having a substance use disorder(s). Approximately 60,000 individuals will be served from February 28, 2021 to February 28, 2024.

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The Contractor will collaborate with the Department to implement comprehensive tobacco prevention and cessation strategies, which will include a health communication and multi-media platform to enhance tobacco cessation campaigns. The Contractor will work with the Department to identify smoking status in the State and provide tailored, evidence-based interventions to decrease cost of smoking related diseases in this population. The Contractor will collaborate with School Administrative Units to pilot the development of systematic brief tobacco use interventions for middle and high school age youth. In addition to schools, the Contractor will engage with the local community to strengthen capacity, and to coordinate and collaborate across programs, agencies, and stakeholder groups. The goal of reaching out to the community will be to implement evidence-based, culturally appropriate state/community interventions to prevent tobacco use, reduce second-hand-smoke exposure, promote quitting, and reduce tobacco related disparities. Additionally, the Contractor will be providing marketing strategy development, advertising, public relations, creative development/production and social media planning/buying to assist the Department implement statewide health communication and multi-media campaigns.

Tobacco use and dependence remains the leading preventable cause of death and disease in the United States, resulting in more deaths annually than HIV/AIDS, alcohol use, cocaine use, heroin use, homicides, suicides, motor vehicle crashes, and fires combined. In New Hampshire, each year approximately 1,900 people die from smoking. It cost the State approximately \$140 million a year in health care cost directly caused by smoking. Overall this contract will assist in reducing chronic disease morbidity, mortality, and disability related to tobacco use and secondhand smoke exposure.

The Department will monitor contracted services by monitoring the short-term, intermediate, and long-term outcomes of the evidence-based strategies and activities. The outcomes include:

#### **Short-Term Outcomes:**

- Increased capacity to collect, analyze, and disseminate data related to tobacco-related disparities and health equity;
- Increased public- private partnerships addressing tobacco control, tobacco-related disparities, and health equity;
- Increased public and decision-maker awareness and knowledge of the dangers of tobacco use, effective tobacco control interventions, and social norm change;

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

- Increased evidence- based strategies and activities to decrease access to tobacco products, reduce exposure to SHS, promote quitting, and reduce tobacco-related disparities;
- Increased health communication interventions and messages to reach the general population and populations experiencing tobacco- related disparities; and
- Increased health care system changes to promote and support tobacco use and dependence treatment.

**Intermediate Outcomes:**

- Increased implementation and reach of evidence- based, culturally appropriate strategies and activities to reduce tobacco- related disparities;
  - Increased development of innovative and/or promising practices that contribute to the tobacco control evidence-base;
  - Decreased exposure to tobacco marketing and access to tobacco products;
  - Decreased youth susceptibility to experimentation with tobacco products, including e-cigarettes and other emerging tobacco products;
- 
- Increased implementation of tobacco control policies, including comprehensive smoke free policies; and

**Long-Term Outcomes:**

- Decreased initiation of tobacco use among youth and young adults;
- Decreased exposure to secondhand smoke;
- Decreased tobacco use and dependence among adults and youth;
- Decreased tobacco-related disparities; and
- Decrease tobacco use and dependence among adults and youth.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 7/24/2020 through 8/31/2020. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, tobacco related disparities will continue without intervention. There will be a lack of outreach to the community to implement evidence-based, culturally appropriate state/community interventions to prevent tobacco use, reduce second-hand-smoker exposure, and promote quitting.

Area served: Statewide

Source of Funds: CFDA# 93.387; FAIN# NU58DP006786 and General Funds.

Respectfully submitted,

  
Lori A. Shibinette  
Commissioner



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

Community-Based Partnership for  
Comprehensive Tobacco Control

RFA Name

RFA-2021-DPHS-04-COMMU

RFA Number

Reviewer Names

Bidder Name

1. Dr. Surabhi Somani

2. JSI

3. 0

4. 0

5. 0

6. 0

7. 0

Pass/Fail	Maximum Points	Actual Points
	325	77
	325	312

1. Donna Asbury, Administrator

2. Jessica Morton, Health  
Communication Specialist

3. Susan Morrison, Program  
Specialist IV

4. Jill A. Burke, Prevention and  
Education Services

5. Scot Foster, Community Strategies  
Coordinator

6.

7.

8.

9.

Subject: Community-Based Partnership for Comprehensive Tobacco Control  
(RFA-2021-DPHS-04-COMMU-01)\_


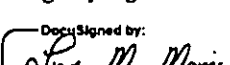
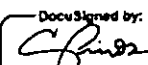
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

### AGREEMENT

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute, Inc.		1.4 Contractor Address 501 South Street, 2nd Fl. Bow, NH 03304	
1.5 Contractor Phone Number (603) 573-3331	1.6 Account Number 05-095-090-56080000	1.7 Completion Date February 28, 2024	1.8 Price Limitation \$1,317,460
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 10/27/2020		1.12 Name and Title of Contractor Signatory Katie Robert Director	
1.13 State Agency Signature DocuSigned by:  Date: 10/27/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Public Health	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director. On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/27/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control  
EXHIBIT A**



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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

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

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor and Executive Council approval or February 28, 2021, whichever is later ("Effective Date").

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

3.3. The parties may extend the Agreement for up to three (3) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

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**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control  
EXHIBIT B**



**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall demonstrate a network of supporting health-related organizations and is accountable for carrying out the services outlined in the Scope of Services for strategies that support state level comprehensive tobacco prevention and cessation policies, systems, and environmental changes.
- 1.2. The Contractor shall provide the following:
  - 1.2.1. Evaluation services for comprehensive tobacco prevention and cessation programs, which include, but are not limited to:
    - 1.2.1.1. Development and implementation of a written evaluation plan.
    - 1.2.1.2. Development of process and outcome measures.
    - 1.2.1.3. Routinely compare, analyze, and assess performance measures with programmatic outcomes.
  - 1.2.2. A School-based brief tobacco interventions plan, which may include, but are not limited to:
    - 1.2.2.1. Collaborating with the Department to engage School Administrative Unit(s) (SAU) to pilot the development of systematic brief tobacco use interventions for middle and high school age youth.
    - 1.2.2.2. Collaborating to increase awareness of Department/state resources that assist schools to help reduce adolescent use of electronic nicotine delivery systems (ENDS).
    - 1.2.2.3. Collaborating to provide technical assistance to SAU schools in the development of referral algorithm to appropriate resources such as Pediatrician Offices, local support, adolescent quitline.
  - 1.2.3. Development of a public polling collaborative approach with a center for collection of attitudes and knowledge about tobacco policies.
  - 1.2.4. Local community engagement services, which include, but are not limited to:
    - 1.2.4.1. Engaging with communities, partners, coalitions, and community-based organizations to strengthen

**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control  
EXHIBIT B**



capacity, and to coordinate and collaborate across programs, agencies, and stakeholder groups, which include but are not limited to:

- 1.2.4.1.1. Local public health departments.
- 1.2.4.1.2. Regional public health systems.
- 1.2.4.1.3. Organizations working with ethnic and racial minorities.
- 1.2.4.2. Informing and educating leaders, decision makers, and the public on tobacco cessation.
- 1.2.4.3. Implementing evidence-based, culturally appropriate state/community interventions to prevent tobacco use, reduce SHS exposure, promote quitting, and reduce tobacco related disparities.
- 1.2.5. Coalition coordination services, which include, but are not limited to:
  - 1.2.5.1. Collaborating with the Tobacco Free New Hampshire Network (TFNHN) to:
    - 1.2.5.1.1. Increase network engagement;
    - 1.2.5.1.2. Facilitate up to ten (10), 1.5 hours meetings per year;
    - 1.2.5.1.3. Disseminate information and education to members relative to evidence-based tobacco strategies; and
    - 1.2.5.1.4. Address any other issues identified by the Department.
- 1.2.6. Health communication services, which include, but are not limited to:
  - 1.2.6.1. Providing or engaging with expert(s) in marketing strategy development, advertising, public relations, creative development/production and social media planning/buying to assist the Department implement statewide health communication and multi-media campaigns.
    - 1.3.6.1.1. Conduct formative research to identify messages and images that resonate with individuals who want to quit tobacco use, or who know someone who wants to quit and who qualify as low-income.

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**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control  
EXHIBIT B**



- 1.3.6.1.2 Conduct formative research relative to meaningful messaging and/or best practices for reaching the population with behavioral health conditions, as well as racial and ethnically diverse populations.
  - 1.2.6.2. Leverage existing resources (i.e. OSH Tips from Former Smokers Campaign and other campaigns) and effective messages, in lieu of a new education media campaign, to reach youth and young adults directly.
  - 1.2.6.3. Expanding, leveraging, and localizing CDC media campaigns and resources.
  - 1.2.6.4. Analyzing current public facing materials to determine their effectiveness in reaching customers and key stakeholders.
  - 1.2.6.5. Engaging key stakeholders to determine effectiveness of public facing materials.
  - 1.2.6.6. Completing the public relations review and analytic services to develop an effective brand manifesto in order to improve the experience for the public, customers, stakeholders and staff.
- 1.3. The Contractor shall participate in routine contract management meetings with the Department's subject matter experts.

## **2. Work Plan**

- 2.1. The parties have agreed to an initial Work Plan, which is attached hereto as Exhibit B-1, Initial Work Plan, and is incorporated by reference herein. The Contractor shall submit monthly reports on the progress toward this Work plan, that includes, but is not limited to the following information:
- 2.1.1. Activities and services provided during the previous month.
  - 2.1.2. Identification of any barriers to meeting timelines or benchmarks.
  - 2.1.3. Plan to mitigate barriers to meeting benchmarks during the duration of the contract.
- 2.2. The Contractor shall continually collaborate with the Department to modify the Work Plan as needed to provide the services required in Section 1, Statement of Work.

**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control  
EXHIBIT B**



**3. Exhibits Incorporated**

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

**4. Performance Measures**

- 4.1. The Contractor shall report on the short term, intermediate, and long-term outcomes of the evidence-based strategies and activities listed in this section:

**3.2.1. Short-Term Outcomes:**

- 3.2.1.1. Increased capacity to collect, analyze, and disseminate data related to tobacco-related disparities and health equity.
- 3.2.1.2. Increased public- private partnerships addressing tobacco control, tobacco-related disparities, and health equity;
- 4.1.1.3. Increased public and decision-maker awareness and knowledge of the dangers of tobacco use, effective tobacco control interventions, and social norm change;
- 4.1.1.4. Increased evidence- based strategies and activities to decrease access to tobacco products, reduce exposure to SHS, promote quitting, and reduce tobacco-related disparities;
- 4.1.1.5. Increased health communication interventions and messages to reach the general population and populations experiencing tobacco- related disparities; and
- 4.1.1.6. Increased health care system changes to promote and support tobacco use and dependence treatment.

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**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control  
EXHIBIT B**



**3.2.2. Intermediate Outcomes:**

- 3.2.2.1 Increased implementation and reach of evidence- based, culturally appropriate strategies and activities to reduce tobacco- related disparities;
- 3.2.2.2 Increased development of innovative and/or promising practices that contribute to the tobacco control evidence- base;
- 3.2.2.3 Decreased exposure to tobacco marketing and access to tobacco products;
- 3.2.2.4 Decreased youth susceptibility to experimentation with tobacco products, including e-cigarettes and other emerging tobacco products;
- 3.2.2.5 Increased implementation of tobacco control policies, including comprehensive smoke free policies; and
- 3.2.2.6 Increased price of tobacco products.

**4.1.3. Long-Term Outcomes:**

- 4.1.3.1. Decreased tobacco-related disparities;
- 4.1.3.2. Decreased initiation of tobacco use among youth and young adults;
- 4.1.3.3. Decreased exposure to SHS; and
- 4.1.3.4. Decreased tobacco use and dependence among adults and youth.

- 4.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

**5. Additional Terms**

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

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

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**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control  
EXHIBIT B**



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

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

**5.3. Credits and Copyright Ownership**

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "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."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**6. Records**

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data 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.

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**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control  
EXHIBIT B**



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

**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control**



**EXHIBIT B-1 Initial Work Plan**

1.1. Description	1.2. Timeframe
<i>Task 1: Provide technical assistance to adopt evidence-based strategies for state and community interventions of a comprehensive tobacco prevention and cessation approach.</i>	
<ul style="list-style-type: none"> <li>• Retain coalition consultant to provide administrative and logical support to statewide coalition (Tobacco Free NH Network (TFNHN)).</li> <li>• Develop subcontract agreement with consultant</li> <li>• Fill paperwork.</li> </ul>	March 2021
<ul style="list-style-type: none"> <li>• Expand NHTFN, a statewide coalition, to include business, faith-based, housing, school, law enforcement and other sectors.</li> <li>• Recruit new members.</li> <li>• Develop documents with stakeholder's affiliation and role.</li> <li>• Develop memorandum of agreement for members to sign.</li> <li>• Coordinate, convene, facilitate and follow up on action items on monthly meetings.</li> <li>• Review public polling and other data to set policy and legislative priorities.</li> <li>• Disseminate information and education to members relative to evidence-based tobacco strategies.</li> </ul>	Ongoing
<ul style="list-style-type: none"> <li>• Identify community-level prevention entities working on priorities that align with TPCP's logic model.</li> <li>• Develop scope of service with each agency.</li> </ul>	March 30, 2021
<ul style="list-style-type: none"> <li>• Conduct Strategic Framework assessment with each organization to:               <ul style="list-style-type: none"> <li>» assess the magnitude of youth vaping and tobacco use in their catchment area, understand the severity and determine the trend or changes occurring with this public health threat,</li> <li>» assess the readiness and will to change of the priority population, and</li> <li>» address this problem.</li> </ul> </li> <li>• Present tobacco use data to inform the selection of evidence-based strategies.</li> </ul>	April, May, June 2021
<ul style="list-style-type: none"> <li>• Work to conduct Strategic Framework out assessment.</li> <li>• Convene and expand involvement of community stakeholders i.e. health department, businesses, other youth serving groups and organizations serving racial and ethnic minorities.</li> <li>• Identify tobacco priorities to address.</li> </ul>	April, May, June 2021
<ul style="list-style-type: none"> <li>• Implement strategies with community coalitions that are culturally appropriate and evidence-based.</li> <li>• Conduct public awareness and education workshops to reduce SHS exposure, promote cessation and reduce disparities.</li> <li>• Participate in TFNHN.</li> </ul>	July 1, 2021 – June 30, 2022

**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control**



**EXHIBIT B-1 Initial Work Plan**

• Work with other youth serving organizations to advance health policy where possible.	
<i>Task 2: Provide technical assistance to adopt evidence-based strategies for mass-reach communication interventions of a comprehensive tobacco prevention and cessation approach.</i>	
• Work with stakeholders to develop a statewide multimedia marketing strategy to include advertising, public relations, branding, creative development or modifications, production, traditional and digital media placement and purchase.	March 1, 2021 – June 30, 2021
• Conduct formative research to identify inspiring and motivating messages and images for low-income individuals who: (1) who want to quit and (2) know someone who wants to quit.	March 1, 2021 – June 30, 2021
• Conduct formative research to assess meaningful messages and/or best practices to reach special populations such as those with behavioral health conditions, or racial and ethnic minorities with disparate risk.	March 1, 2021 – June 30, 2021
• Work with TPCP to expand, leverage and localize available CDC media campaigns and other resources.	Ongoing
• Modify, leverage and adapt existing resources to reach youth and young adults.	Ongoing
• Work with TPCP to develop a Marketing Plan	July 1, 2021 – June 30, 2022
• Evaluate marketing efforts, adjust for impact and receptivity.	July 1, 2021 – June 30, 2022
• Maintain and host multi-media platform on which to expand the reach of Tips and other campaigns.	Ongoing
<i>Task 3 Provide technical assistance to adopt evidence-based strategies to increase capacity for surveillance and evaluation of a comprehensive tobacco prevention and cessation approach.</i>	
• Retain experience evaluator.	March 30, 2021
• Develop subcontract agreement and scope of service.	
• Develop process and outcome measures for comprehensive tobacco prevention and cessation programs.	June 30, 2021
• Develop and implement a written evaluation plan for the tobacco program.	June 30, 2021
Work with TPCP to develop an annual impact scenario.	June 30, 2021
• Regularly compare and analyze performance measures from various strategies against programmatic outcomes to inform and adjust TPCP priorities.	Ongoing
• Provide other evaluation support.	Ongoing

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**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control**



**EXHIBIT B-1 Initial Work Plan**

<ul style="list-style-type: none"> <li>• Work with TPCP and UNH Survey Center to develop questions for the Granite Poll to assess knowledge and attitudes regarding tobacco policy.</li> <li>• Develop scope of survey and contract with UNH Survey Center.</li> <li>• Share polling results with TFNHN and community coalitions to inform priorities and approach.</li> </ul>	March 1, 2021 – September 30, 2021
<i>Task 4: Provide technical assistance to adopt evidence-based strategies to increase capacity around community engagement in the school setting to pilot intervention.</i>	
• Draft scope of work related to pilot for the prevention groups and develop MOU.	May 2021
• Draft pilot concept, ROI and messaging to use for recruitment.	May 2021
• Coordinate and develop learning collaborative.	May – July 2021
• Develop data points to track and monitor for success.	May 2021
• Develop MOU with schools.	May 2021
• Develop pre/post assessments	July 2021
• Develop training for school personnel.	June – July 2021
• Develop educational materials as needed.	June – July 2021
• Coordinate and deliver learning collaborative.	September – June 2022
• Assess impact.	June 2022
• Work with TPCP to determine next steps	July 2023
<ul style="list-style-type: none"> <li>• Recruit schools</li> <li>• Coordinate school interviews to assess readiness.</li> <li>• Meet with school boards/SAUs.</li> </ul>	April, May, June 2021
• Attend implementation meetings and assist with challenges.	August 2021
• Coordinate and deliver training for parents, community and school members.	September 2021
• Work with schools and community agencies to develop a referral protocol.	September 2021
• Promote My Life, My Quit.	Ongoing
• Planning next steps.	July 1, 2022 – June 30, 2023
<i>Task 5 Provide technical assistance to adopt evidence-based strategies to increase capacity for infrastructure, administration and management.</i>	
• Complete contract paperwork.	Ongoing
• Schedule routine management meetings.	Ongoing

RFA-2021-DPHS-04-COMMU-01

JSI Research &amp; Training Institute, Inc.

Page 3 of 4

Contractor Initials

10/27/2020

Date

**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control**



**EXHIBIT B-1 Initial Work Plan**

• Schedule monthly invoice.	Ongoing
• Purchase goods and services as directed by TPCP.	Ongoing
• Maintain record of meeting and action items.	Ongoing
• Maintain fiscal records.	Ongoing
• Work with DPHS billing and contracting as needed amend budgets; submit line item revision, etc.	Ongoing
• Submit annual report on short-term, intermediate and long-term outcomes related to each objective.	June 2022, 2023, 2024

**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control  
EXHIBIT C**



**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 49%, Federal Funds from the Tobacco Prevention and Cessation Program, as awarded on June 21, 2020, by the Centers for Disease Control and Prevention, CFDA# 93.387, FAIN# NU58DP006786.
  - 1.2. 51% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
  - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 2.3. The de minimis Indirect Cost Rate of 10.8% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-4, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHSCContractBilling@dhhs.nh.gov](mailto:DPHSCContractBilling@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

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**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control  
EXHIBIT C**



9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
  - 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
    - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

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**New Hampshire Department of Health and Human Services  
Community-Based Partnership for Comprehensive Tobacco Control  
EXHIBIT C**



financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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## Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services						
Bidder Name: JSI Research and Training Institute, Inc.						
Budget Request for: Community-Based Partnership for Comprehensive Tobacco Control						
Budget Period: February 28, 2021 - June 30, 2021						
Line Item	Total Program Cost			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 41,078.00	\$ -	\$ 41,078.00	\$ 41,078.00	\$ -	\$ 41,078.00
2. Employee Benefits	\$ 13,638.00	\$ -	\$ 13,638.00	\$ 13,638.00	\$ -	\$ 13,638.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 3,697.00	\$ -	\$ 3,697.00	\$ 3,697.00	\$ -	\$ 3,697.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 4,601.00	\$ -	\$ 4,601.00	\$ 4,601.00	\$ -	\$ 4,601.00
8. Current Expenses	\$ 1,643.00	\$ -	\$ 1,643.00	\$ 1,643.00	\$ -	\$ 1,643.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 534.00	\$ -	\$ 534.00	\$ 534.00	\$ -	\$ 534.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 822.00	\$ -	\$ 822.00	\$ 822.00	\$ -	\$ 822.00
12. Subcontracts/Agreements	\$ 11,472.00	\$ -	\$ 11,472.00	\$ 11,472.00	\$ -	\$ 11,472.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Evaluator - Karen Horch	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00
Subject Matter Expert - Ayla Grasso	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 3,600.00	\$ -	\$ 3,600.00
Qualtrics	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
UNH Survey	\$ 11,568.00	\$ -	\$ 11,568.00	\$ 11,568.00	\$ -	\$ 11,568.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ 12,036.00	\$ 12,036.00	\$ -	\$ 12,036.00	\$ 12,036.00
<b>TOTAL</b>	<b>\$ 100,183.00</b>	<b>\$ 12,036.00</b>	<b>\$ 112,219.00</b>	<b>\$ 45,487.00</b>	<b>\$ 12,036.00</b>	<b>\$ 57,523.00</b>
Indirect As A Percent of Direct 12.0%						

Contractor Initials

10/27/2020  
Date

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Exhibit C-2 Budget Sheet

New Hampshire Department of Health and Human Services										
Bidder Name: JBI Research and Training Institute, Inc.										
Budget Request Ref: Community-Based Partnership for Comprehensive Tobacco Control										
Budget Period: July 1, 2021 - June 30, 2022										
Line Item	Total Program Cost			Contractor Share Match			Funded by DHHS contract share			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/ wages	102,884.00	-	102,884.00	-	-	-	102,884.00	-	-	102,884.00
2. Employee Benefits	34,341.00	-	34,341.00	-	-	-	34,341.00	-	-	34,341.00
3. Consultants	-	-	-	-	-	-	-	-	-	-
4. Contractual	-	-	-	-	-	-	-	-	-	-
5. Travel	-	-	-	-	-	-	-	-	-	-
6. Postage and Transportation	-	-	-	-	-	-	-	-	-	-
7. Purchase of Equipment	-	-	-	-	-	-	-	-	-	-
8. Supplies	8,241.00	-	8,241.00	-	-	-	8,241.00	-	-	8,241.00
9. Materials	-	-	-	-	-	-	-	-	-	-
10. Printing	-	-	-	-	-	-	-	-	-	-
11. Travel	1,750.00	-	1,750.00	-	-	-	1,750.00	-	-	1,750.00
12. Conferences	11,842.00	-	11,842.00	-	-	-	11,842.00	-	-	11,842.00
13. Current & Upcoming	4,113.00	-	4,113.00	-	-	-	4,113.00	-	-	4,113.00
14. Materials	-	-	-	-	-	-	-	-	-	-
15. Postage	-	-	-	-	-	-	-	-	-	-
16. Subscriptions	-	-	-	-	-	-	-	-	-	-
17. Audit and Legal	-	-	-	-	-	-	-	-	-	-
18. Insurance	-	-	-	-	-	-	-	-	-	-
19. Board & Council	-	-	-	-	-	-	-	-	-	-
20. Software	1,334.00	-	1,334.00	-	-	-	1,334.00	-	-	1,334.00
21. Information Communications	70,000.00	-	70,000.00	-	-	-	70,000.00	-	-	70,000.00
22. Staff Education and Training	7,774.00	-	7,774.00	-	-	-	7,774.00	-	-	7,774.00
23. Services provided externally	47,000.00	-	47,000.00	-	-	-	47,000.00	-	-	47,000.00
24. Other	-	-	-	-	-	-	-	-	-	-
25. Materials - for on hours	14,000.00	-	14,000.00	-	-	-	14,000.00	-	-	14,000.00
26. Patient Money (over) - for on hours	14,000.00	-	14,000.00	-	-	-	14,000.00	-	-	14,000.00
27. Other	3,000.00	-	3,000.00	-	-	-	3,000.00	-	-	3,000.00
28. Other	0.00	-	0.00	-	-	-	0.00	-	-	0.00
29. Printing & Mailing	8,000.00	-	8,000.00	-	-	-	8,000.00	-	-	8,000.00
30. Survey	11,544.00	-	11,544.00	-	-	-	11,544.00	-	-	11,544.00
TOTAL	171,334.00	30,148.00	201,482.00	-	-	-	171,334.00	30,148.00	201,482.00	
Indirect As a Percent of Direct: 6.1%										

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Exhibit C-3, Budget Sheet

New Hampshire Department of Health and Human Services										
Bidder Name: JBI Research and Training Institute, Inc.										
Budget Request for: Community-Based Partnership for Comprehensive Tobacco Control										
Budget Period: July 1, 2020 - June 30, 2021										
Line Item	Total Program Cost			Contract for Shared Services			Funded by DHHS Grant Office			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Personnel	117,420.00	-	117,420.00	-	-	-	117,420.00	-	-	117,420.00
2. Contract Services	34,863.00	-	34,863.00	-	-	-	34,863.00	-	-	34,863.00
3. Materials	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-
5. Travel	-	-	-	-	-	-	-	-	-	-
6. Rental and Maintenance	-	-	-	-	-	-	-	-	-	-
7. Professional Services	-	-	-	-	-	-	-	-	-	-
8. Supplies	10,124.00	-	10,124.00	-	-	-	10,124.00	-	-	10,124.00
9. Information Technology	-	-	-	-	-	-	-	-	-	-
10. Training	1,700.00	-	1,700.00	-	-	-	1,700.00	-	-	1,700.00
11. Other	13,121.00	-	13,121.00	-	-	-	13,121.00	-	-	13,121.00
12. Printing Expenses	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
13. Postage	-	-	-	-	-	-	-	-	-	-
14. Reproduction	-	-	-	-	-	-	-	-	-	-
15. Travel and Lodging	-	-	-	-	-	-	-	-	-	-
16. Insurance	-	-	-	-	-	-	-	-	-	-
17. Rental Expenses	-	-	-	-	-	-	-	-	-	-
18. Supplies	1,327.00	-	1,327.00	-	-	-	1,327.00	-	-	1,327.00
19. Information Technology	2,000.00	-	2,000.00	-	-	-	2,000.00	-	-	2,000.00
20. Travel and Lodging	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
21. Other	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
22. Other (unusually high margin)	-	-	-	-	-	-	-	-	-	-
23. Materials - Supplies	10,000.00	-	10,000.00	-	-	-	10,000.00	-	-	10,000.00
24. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
25. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
26. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
27. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
28. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
29. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
30. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
31. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
32. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
33. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
34. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
35. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
36. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
37. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
38. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
39. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
40. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
41. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
42. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
43. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
44. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
45. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
46. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
47. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
48. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
49. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
50. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
51. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
52. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
53. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
54. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
55. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
56. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
57. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
58. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
59. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
60. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
61. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
62. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
63. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
64. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
65. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
66. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
67. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
68. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
69. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
70. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
71. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
72. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
73. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
74. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
75. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
76. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
77. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
78. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
79. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
80. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
81. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
82. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
83. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
84. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
85. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
86. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
87. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
88. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
89. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
90. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
91. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
92. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
93. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
94. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
95. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
96. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
97. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
98. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
99. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
100. Other Materials - Supplies	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
TOTAL	307,344.00	-	307,344.00	-	-	-	307,344.00	-	-	307,344.00
Indirect As a Percent of Direct		0.0%								

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Exhibit C-4, Budget Sheet

New Hampshire Department of Health and Human Services											
Biodata Name: JBI Research and Training Institute, Inc.											
Budget Request for: Community-Based Partnership for Comprehensive Tobacco Control											
Budget Period: July 1, 2023 - June 30, 2024											
Line Item	Total Program Cost				Funding by State / Match				Funded by 50% state / share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Personnel	118,891.00	-	118,891.00	-	-	-	118,891.00	-	118,891.00	-	
2. Employment Services	30,475.00	-	30,475.00	-	-	-	30,475.00	-	30,475.00	-	
3. Contractual	-	-	-	-	-	-	-	-	-	-	
4. Equipment	-	-	-	-	-	-	-	-	-	-	
5. Travel	-	-	-	-	-	-	-	-	-	-	
6. Printing and Information	-	-	-	-	-	-	-	-	-	-	
7. Postage and Transportation	-	-	-	-	-	-	-	-	-	-	
8. Supplies	18,301.00	-	18,301.00	-	-	-	18,301.00	-	18,301.00	-	
9. Information	-	-	-	-	-	-	-	-	-	-	
10. Telephone	-	-	-	-	-	-	-	-	-	-	
11. Postage	-	-	-	-	-	-	-	-	-	-	
12. Travel	1,700.00	-	1,700.00	-	-	-	1,700.00	-	1,700.00	-	
13. Information	11,144.00	-	11,144.00	-	-	-	11,144.00	-	11,144.00	-	
14. Computer & Software	4,756.00	-	4,756.00	-	-	-	4,756.00	-	4,756.00	-	
15. Information	-	-	-	-	-	-	-	-	-	-	
16. Information	-	-	-	-	-	-	-	-	-	-	
17. Information	-	-	-	-	-	-	-	-	-	-	
18. Information	-	-	-	-	-	-	-	-	-	-	
19. Information	-	-	-	-	-	-	-	-	-	-	
20. Information	-	-	-	-	-	-	-	-	-	-	
21. Information	-	-	-	-	-	-	-	-	-	-	
22. Information	-	-	-	-	-	-	-	-	-	-	
23. Information	-	-	-	-	-	-	-	-	-	-	
24. Information	-	-	-	-	-	-	-	-	-	-	
25. Information	-	-	-	-	-	-	-	-	-	-	
26. Information	-	-	-	-	-	-	-	-	-	-	
27. Information	-	-	-	-	-	-	-	-	-	-	
28. Information	-	-	-	-	-	-	-	-	-	-	
29. Information	-	-	-	-	-	-	-	-	-	-	
30. Information	-	-	-	-	-	-	-	-	-	-	
31. Information	-	-	-	-	-	-	-	-	-	-	
32. Information	-	-	-	-	-	-	-	-	-	-	
33. Information	-	-	-	-	-	-	-	-	-	-	
34. Information	-	-	-	-	-	-	-	-	-	-	
35. Information	-	-	-	-	-	-	-	-	-	-	
36. Information	-	-	-	-	-	-	-	-	-	-	
37. Information	-	-	-	-	-	-	-	-	-	-	
38. Information	-	-	-	-	-	-	-	-	-	-	
39. Information	-	-	-	-	-	-	-	-	-	-	
40. Information	-	-	-	-	-	-	-	-	-	-	
41. Information	-	-	-	-	-	-	-	-	-	-	
42. Information	-	-	-	-	-	-	-	-	-	-	
43. Information	-	-	-	-	-	-	-	-	-	-	
44. Information	-	-	-	-	-	-	-	-	-	-	
45. Information	-	-	-	-	-	-	-	-	-	-	
46. Information	-	-	-	-	-	-	-	-	-	-	
47. Information	-	-	-	-	-	-	-	-	-	-	
48. Information	-	-	-	-	-	-	-	-	-	-	
49. Information	-	-	-	-	-	-	-	-	-	-	
50. Information	-	-	-	-	-	-	-	-	-	-	
51. Information	-	-	-	-	-	-	-	-	-	-	
52. Information	-	-	-	-	-	-	-	-	-	-	
53. Information	-	-	-	-	-	-	-	-	-	-	
54. Information	-	-	-	-	-	-	-	-	-	-	
55. Information	-	-	-	-	-	-	-	-	-	-	
56. Information	-	-	-	-	-	-	-	-	-	-	
57. Information	-	-	-	-	-	-	-	-	-	-	
58. Information	-	-	-	-	-	-	-	-	-	-	
59. Information	-	-	-	-	-	-	-	-	-	-	
60. Information	-	-	-	-	-	-	-	-	-	-	
61. Information	-	-	-	-	-	-	-	-	-	-	
62. Information	-	-	-	-	-	-	-	-	-	-	
63. Information	-	-	-	-	-	-	-	-	-	-	
64. Information	-	-	-	-	-	-	-	-	-	-	
65. Information	-	-	-	-	-	-	-	-	-	-	
66. Information	-	-	-	-	-	-	-	-	-	-	
67. Information	-	-	-	-	-	-	-	-	-	-	
68. Information	-	-	-	-	-	-	-	-	-	-	
69. Information	-	-	-	-	-	-	-	-	-	-	
70. Information	-	-	-	-	-	-	-	-	-	-	
71. Information	-	-	-	-	-	-	-	-	-	-	
72. Information	-	-	-	-	-	-	-	-	-	-	
73. Information	-	-	-	-	-	-	-	-	-	-	
74. Information	-	-	-	-	-	-	-	-	-	-	
75. Information	-	-	-	-	-	-	-	-	-	-	
76. Information	-	-	-	-	-	-	-	-	-	-	
77. Information	-	-	-	-	-	-	-	-	-	-	
78. Information	-	-	-	-	-	-	-	-	-	-	
79. Information	-	-	-	-	-	-	-	-	-	-	
80. Information	-	-	-	-	-	-	-	-	-	-	
81. Information	-	-	-	-	-	-	-	-	-	-	
82. Information	-	-	-	-	-	-	-	-	-	-	
83. Information	-	-	-	-	-	-	-	-	-	-	
84. Information	-	-	-	-	-	-	-	-	-	-	
85. Information	-	-	-	-	-	-	-	-	-	-	
86. Information	-	-	-	-	-	-	-	-	-	-	
87. Information	-	-	-	-	-	-	-	-	-	-	
88. Information	-	-	-	-	-	-	-	-	-	-	
89. Information	-	-	-	-	-	-	-	-	-	-	
90. Information	-	-	-	-	-	-	-	-	-	-	
91. Information	-	-	-	-	-	-	-	-	-	-	
92. Information	-	-	-	-	-	-	-	-	-	-	
93. Information	-	-	-	-	-	-	-	-	-	-	
94. Information	-	-	-	-	-	-	-	-	-	-	
95. Information	-	-	-	-	-	-	-	-	-	-	
96. Information	-	-	-	-	-	-	-	-	-	-	
97. Information	-	-	-	-	-	-	-	-	-	-	
98. Information	-	-	-	-	-	-	-	-	-	-	
99. Information	-	-	-	-	-	-	-	-	-	-	
100. Information	-	-	-	-	-	-	-	-	-	-	
TOTAL	304,911.00	34,800.00	339,711.00	-	-	-	304,911.00	34,800.00	339,711.00	339,711.00	
Submitted As A Percent of Budget											
FYS											

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES 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

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New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Vendor Name:

10/27/2020

Date

DocuSigned by:

Katie Robert

Name: Katie Robert

Title: Director

New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

10/27/2020

Date

DocuSigned by:

Katie Robert

Name: Katie Robert

Title: Director

Exhibit E - Certification Regarding Lobbying

Vendor Initials

DR

Date

10/27/2020



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



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

10/27/2020

Date

DocuSigned by:

Katie Robert

Name: Katie Robert

Title: Director

Contractor Initials

DS  
KR

Date 10/27/2020

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS  
kr

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

10/27/2020

Date

DocuSigned by:

Katie Robert

Name: Katie Robert

Title: Director

Exhibit G

Contractor Initials

DS  
KR

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

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

10/27/2020

Date

DocuSigned by:

Katie Robert

Name: Katie Robert

Title: Director

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(1) **Definitions.**

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

3/2014

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

Contractor Initials

kr

Date 10/27/2020

New Hampshire Department of Health and Human Services



Exhibit I

- l. "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

3/2014

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

Contractor Initials DS  
ER

Date 10/27/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

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

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

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

3/2014

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

Contractor Initials                     

Date 10/27/2020



New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

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

Contractor Initials LR

10/27/2020  
Date

## New Hampshire Department of Health and Human Services



## Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

3/2014

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

Contractor Initials

10/27/2020  
Date

New Hampshire Department of Health and Human Services

Exhibit I



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

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

Department of Health and Human Services

The State by:

*Lisa M. Morris*

Signature of Authorized Representative

Lisa M. Morris

Name of Authorized Representative

Director, Division of Public Health Services

Title of Authorized Representative

10/27/2020

Date

JSI Research & Training Institute, Inc.

Name of the Contractor

*Katie Robert*

Signature of Authorized Representative

Katie Robert

Name of Authorized Representative

Director

Title of Authorized Representative

10/27/2020

Date

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



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

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

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

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

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

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

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

Contractor Name:

10/27/2020

Date

DocuSigned by:

Katie Robert

Name: Katie Robert

Title: Director



**FORM A**

1. The DUNS number for your entity is: 145729117

- X       NO                                         YES

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

- \_\_\_\_\_ NO . \_\_\_\_\_ YES

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

- |             |               |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

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

**Exhibit K**

**DHHS Information Security Requirements**



**A. Definitions**

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

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

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

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

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

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

**A. Retention**

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**V. LOSS REPORTING**

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

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

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**VI. PERSONS TO CONTACT**

**A. DHHS Privacy Officer:**

DHHSPrivacyOfficer@dhhs.nh.gov

**B. DHHS Security Officer:**

DHHSInformationSecurityOffice@dhhs.nh.gov