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Jeffrey A. Meyers  
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  
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April 16, 2019

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 exercise a renewal option and amend an existing agreement with National Jewish Health, (Vendor #172376), 1400 Jackson Street, Suite 101, Denver, CO 80206, for the provision of statewide telephonic tobacco treatment services in order to reduce the health and economic consequences of tobacco use and dependence, by increasing the price limitation by \$405,000 from \$1,496,235 to \$1,901,235 and by extending the contract completion date from June 30, 2019 to June 30, 2020, effective upon Governor and Executive Council approval. 31% General Funds, 69% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on June 24, 2015 (Item #51) and subsequently amended as approved by the Governor and Executive Council on March 9, 2016 (Item #15) and December 21, 2016 (Item #21).

Funds are available in the following accounts for State Fiscal Year 2019 and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office.

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

| SFY  | Class      | Title                     | Activity Code | Current Amount | Increase/ Decrease | Modified Budget |
|------|------------|---------------------------|---------------|----------------|--------------------|-----------------|
| 2016 | 102-500731 | Contracts for Program Svc | 90018000      | \$231,015.     | \$0.00             | \$231,015       |
| 2016 | 102-500731 | Contracts for Program Svc | 90018004      | \$125,000      | \$0.00             | \$125,000       |
| 2017 | 102-500731 | Contracts for Program Svc | 90018000      | \$330,220      | \$0.00             | \$330,220       |
| 2017 | 102-500731 | Contracts for Program Svc | 90018004      | \$125,000      | \$0.00             | \$125,000       |
| 2018 | 102-500731 | Contracts for Program Svc | 90018000      | \$217,500      | \$0.00             | \$217,500       |

|      |            |                           |               |                    |                  |                    |
|------|------------|---------------------------|---------------|--------------------|------------------|--------------------|
| 2018 | 102-500731 | Contracts for Program Svc | 90018004      | \$125,000          | \$0.00           | \$125,000          |
| 2019 | 102-500731 | Contracts for Program Svc | 90018000      | \$217,500          | \$0.00           | \$217,500          |
| 2019 | 102-500731 | Contracts for Program Svc | 90018004      | \$125,000          | \$0.00           | \$125,000          |
| 2020 | 102-500731 | Contracts for Program Svc | 90018005      | \$0.00             | \$125,000        | \$125,000          |
| 2020 | 102-500731 | Contracts for Program Svc | 90018000      | \$0.00             | \$217,000        | \$217,000          |
| 2020 | 102-500731 | Contracts for Program Svc | 90018000      | \$0.00             | \$63,000         | \$63,000           |
|      |            |                           | <b>Total:</b> | <b>\$1,496,235</b> | <b>\$405,000</b> | <b>\$1,901,235</b> |

### EXPLANATION

The purpose of this request is to ensure continued access to 1-800-QUIT-NOW in order that individuals receive evidence based telephonic and web-based treatment services statewide regardless of their health plan status.

Additionally, this request ensures continued access to QuitWorksNH.org for all healthcare providers. QuitWorksNH.org offers professional development e-learning modules; the latest tobacco-related resources; and a Health Insurance Portability and Accountability Act (HIPAA) compliant clinical referral portal to all healthcare providers, statewide. The contractor offers interface system that allows patient referrals and feedback information through Electronic Health Records (EHR).

Quitline services outcomes are evaluated by an independent third-party, Westat, Inc. The 2017 Annual Outcomes Report stated that almost one-third (31.6%) of NH residents who called 1-800-QUIT-NOW quit smoking by participating in Quit Coach services that included a supply of nicotine replacement therapy products. Further, 95% of those calling 1-800-QUIT-NOW reported that they were satisfied with the Quit Coach services.

Approximately 2,400 individuals will be served between July 1, 2019 and June 20, 2020.

Prior to the expiration of this extension the Department will issue an RFP for services going forward.

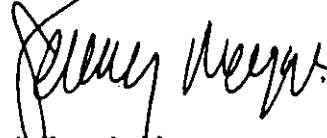
Should the Governor and Executive Council not authorize this request, New Hampshire residents may not have access to evidence-based, no-cost, confidential tobacco use and dependence treatment services. Tobacco quit lines lead to higher quit rates; reduced tobacco-related poor health outcomes; and reduced public healthcare expenses.

Area Served: Statewide.

Source of Funds: 31% General Funds and 69% Federal Funds (FAIN #U58DP006010).

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers". The signature is written in a cursive style with a large initial "J".

Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health & Human Services  
NH Tobacco Helpline Operations & Sustainability**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the NH Tobacco Helpline Operation & Sustainability Contract**

This 3rd Amendment to the NH Tobacco Helpline Operation & Sustainability contract (hereinafter referred to as "Amendment #3") dated this 23<sup>rd</sup> day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Jewish Health (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 1400 Jackson Street S104, Denver, CO 80206.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2015 (Item #51), as amended by an agreement (Amendment #1) approved on March 9, 2016 (Item #15), as amended by an agreement (Amendment #2) approved on December 21, 2016 (Item #21) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may, may modify the scope of work and the payment schedules of the contract by written agreement of the parties upon approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and 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 1.7, Completion Date, to read:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,901,235.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit A, Amendment #1, Scope of Services in its entirety and replace with Exhibit A, Amendment #3 Scope of Services.
6. Add Exhibit B-5, Amendment #3, Budget Sheet.
7. Add Standard Exhibit K, DHHS Information Security Requirements with the following modification:

The first paragraph of Section V is deleted in its entirety and is replaced as follows:

- V. The Contractor must notify the State's Privacy Officer and Security Officer if any Security Incidents and Breaches, via the email addresses provided in this Agreement, as soon as feasible, but no more than twenty-four (24) hours after the Contractor has determined that

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**New Hampshire Department of Health & Human Services  
NH Tobacco Helpline Operations & Sustainability**

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the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

Subsection A.13 of Section IV, Procedures for Security is deleted in its entirety and is replaced as follows:

13. Contractor must, comply with all applicable state and federal laws relating to the privacy and security of Confidential Data, and safeguard the Confidential Data at a level consistent with the requirements applicable to state and federal agencies. Contractor agrees to establish and maintain appropriate administrative, technical, physical, and organizational 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 that is set forth in the principles of NIST 800-53 (Rev.4).

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New Hampshire Department of Health & Human Services  
NH Tobacco Helpline Operations & Sustainability

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,  
Department of Health and Human Services

State of New Hampshire

4/11/19  
Date

[Signature]  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

National Jewish Health

4/3/19  
Date

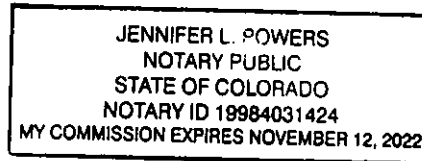
[Signature]  
Name: CHRISTINE K. FORKNER  
Title: EVP/CFO

Acknowledgement of Contractor's signature:

State of Colorado, County of Denver on April 3, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Jennifer L. Powers  
Name and Title of Notary or Justice of the Peace



My Commission Expires: 11/12/2022

[Handwritten initials]



New Hampshire Department of Health & Human Services  
NH Tobacco Helpline Operations & Sustainability

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

OFFICE OF THE ATTORNEY GENERAL

April 15, 2019  
Date

*Markus J. Smith*  
Name: *Markus J. Smith*  
Title: *Senior Asst. 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:

*MS*



Exhibit A, Amendment #3

**Scope of Services**

**1. Provisions Applicable to All Services**

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

**2. Scope of Work**

- 2.1. The Contractor shall manage a call center that utilizes a toll free telephone system for multiple, simultaneous incoming and outgoing calls. The Contractor shall ensure call center services include but are not limited to:
  - 2.1.1. Receiving multiple inbound calls and answer questions regarding:
    - 2.1.1.1. Quitting all tobacco and electronic cigarette use.
    - 2.1.1.2. Quitline services.
    - 2.1.1.3. Enrolling in Quitline services.
  - 2.1.2. Staffing highly trained intake and tobacco treatment specialists who can:
    - 2.1.2.1. Offer information, coaching, support, motivation, and customized quit plans.
    - 2.1.2.2. Offer Nicotine Replacement Therapy (NRT) Products as funding allows.
    - 2.1.2.3. Facilitate caller connection to health plans, as directed by the Department.
- 2.2. The Contractor shall ensure voicemail capabilities 7 days a week, 24 hours a day with return calls being placed within forty eight (48) hours of voicemails being received. Voicemail capabilities shall provide callers with opportunities that include, but are not limited to:
  - 2.2.1. Leaving a voice message
  - 2.2.2. Registering for services on-line
  - 2.2.3. Listening to QuitFacts topics
- 2.3. The Contractor shall ensure medical oversight, including accepting all liability for treatment services for the seven FDA cessation medications which includes but is not limited to:
  - 2.3.1. Patches
  - 2.3.2. Gum





Exhibit A, Amendment #3

- 2.3.3. Lozenges
  - 2.3.4. Chantix®
  - 2.3.5. Nicotrol NRT Inhaler
  - 2.3.6. Nicotrol NRT Nasal Spray
  - 2.3.7. Wellbutrin SR
- 2.4. The Contractor shall provide a supply of cessation medications with guidance from the Department and at no cost to individuals who:
- 2.4.1. Are a resident of NH
  - 2.4.2. Are eighteen (18) years of age or older.
  - 2.4.3. Meet medical eligibility in accordance with nicotine replacement therapy package inserts and pharmaceutical indications.
  - 2.4.4. A method of obtaining a medical consent form, if required, due to the individual experiencing a recent heart condition; stroke; uncontrolled hypertension; pregnancy; or currently breast-feeding.
- 2.5. The Contractor shall consult with the Department when providing prescription cessation medications to priority populations as determined by the Department. Medications include:
- 2.5.1. NRT Nasal spray
  - 2.5.2. NRT Inhaler
  - 2.5.3. Varenicline and Bupropion SR
- 2.6. The Contractor shall ensure all tobacco treatment specialists, including coaches and customer care representatives, complete a comprehensive training program prior to conducting client calls. Training shall include, but not be limited to:
- 2.6.1. A four (4) week intensive curriculum training that follows the Association for the Treatment of Tobacco Use and Dependence (ATTUD) and includes eleven core competencies for evidence-based treatment of tobacco dependence delivered through didactic training, live role-plays, side-by-side training and observation of current staff. The eleven core competencies shall include:
    - 2.6.1.1. Curriculum Intro and Overview
    - 2.6.1.2. Tobacco as a Chronic Disease
    - 2.6.1.3. Tobacco Products
    - 2.6.1.4. Nicotine Addiction Objectives
    - 2.6.1.5. Coaching Skills-Motivational Interviewing and Cognitive Behavioral Strategies
    - 2.6.1.6. Cultural Considerations and Tobacco
    - 2.6.1.7. Relapse Prevention
    - 2.6.1.8. Pharmacotherapy



Exhibit A, Amendment #3

- 2.6.1.9. Call Handling
- 2.6.1.10. Quality Assurance
- 2.6.1.11. Using Information Systems
- 2.7. The Contractor shall ensure continuing education programs delivered through web-based and in-person formats include interactive activities that teach new and emerging practices based on scientific evidence that address:
  - 2.7.1.1. The refinement of coaching skills
  - 2.7.1.2. Changes in the tobacco field
  - 2.7.1.3. Needs of current staff
- 2.8. The Contractor shall conduct monthly continuing education programs with one-on-one bi-monthly coaching and mentoring sessions with team supervisors that address topics including, but not limited to:
  - 2.8.1.1. Tobacco Use
  - 2.8.1.2. Health Conditions
  - 2.8.1.3. Behavior Change
  - 2.8.1.4. Special Populations
  - 2.8.1.5. Health Economics
- 2.9. The Contractor shall follow a process flow to enroll, serve and report on services provided to state Quitline callers that include but are not limited to:
  - 2.9.1. Screening and categorizing calls as follows:
    - 2.9.1.1. Caller prepared to quit in next thirty (30) days
    - 2.9.1.2. Caller not prepared to quit in next thirty (30) days
    - 2.9.1.3. Caller seeks information only
    - 2.9.1.4. Healthcare Professionals
    - 2.9.1.5. Caller seeks information for friend or family
  - 2.9.2. Conducting intake calls for the purpose of assessing readiness for change and collecting participant demographic data. The Contractor shall :
    - 2.9.2.1. Complete intake using the Standard Intake questions from the North American Quitline Consortium's Minimal Data Set and Optional Intake questions as set by the Department.
    - 2.9.2.2. Assess callers' readiness to make a quit attempt using the Stages of Change Theory (SCT).
    - 2.9.2.3. Provide appropriate evidence-based interventions based on clients' SCT results.
- 2.10. The Contractor shall conduct collaborative one on one sessions for participants who are feeling uncertain about quitting in order to:



Exhibit A, Amendment #3

- 2.10.1.1. Create a rapport that is based on collaboration, autonomy and evocation.
  - 2.10.1.2. Assess participants' stages of change.
  - 2.10.1.3. Resolve ambivalence and increase motivation to quit through motivational interviewing.
  - 2.10.1.4. Understand why smoking is important to the participant.
  - 2.10.1.5. Help participants set goals for quitting when participant confidence level is high.
- 2.11. The Contractor shall make preparation calls for participants who are committed to engaging in the quitting process by:
- 2.11.1.1. Creating a rapport that is based on collaboration, autonomy and evocation.
  - 2.11.1.2. Providing information that participants need.
  - 2.11.1.3. Employing SCT strategies to:
    - 2.11.1.3.1. Explore past quit attempts or observations of others who have quit.
    - 2.11.1.3.2. Consider environmental and personal triggers to use tobacco.
    - 2.11.1.3.3. Explore current coping strategies.
  - 2.11.1.4. Implementing cognitive-behavioral interventions to:
    - 2.11.1.4.1. Explore thoughts about tobacco use.
    - 2.11.1.4.2. Identify behaviors related to tobacco use.
    - 2.11.1.4.3. Assess current coping skills.
    - 2.11.1.4.4. Discuss important elements to aid in preparing a quit attempt.
  - 2.11.1.5. Using goal-setting interventions to:
    - 2.11.1.5.1. Identify participant goals.
    - 2.11.1.5.2. Discuss pharmacotherapy.
  - 2.11.1.6. Utilizing relapse prevention interventions to:
    - 2.11.1.6.1. Identify high-risk situations.
    - 2.11.1.6.2. Develop alternative plans to work through high risk situations.
  - 2.11.1.7. Discussing and providing additional support, as appropriate.
- 2.12. The contractor shall conduct telephone-based and/or web-based support/maintenance sessions that provide encouragement and additional support needed and identified by participants, which includes but is not limited to:



Exhibit A, Amendment #3

- 2.12.1. Creating a rapport that is based on collaboration, autonomy and evocation.
- 2.12.2. Implementing cognitive-behavioral interventions to:
  - 2.12.2.1. Identify problematic patterns of behavior.
  - 2.12.2.2. Evaluate current coping skills.
  - 2.12.2.3. Developing additional or alternative coping skills, as necessary.
- 2.12.3. Utilizing relapse prevention interventions to:
  - 2.12.3.1. Identify high-risk situations.
  - 2.12.3.2. Develop alternative plans to work through high-risk situations.
  - 2.12.3.3. Increase external supports.
- 2.12.4. Conducting relapse prevention calls for participants who relapse, which shall include, but not be limited to:
  - 2.12.4.1. Creating a rapport that is based on collaboration, autonomy and evocation.
  - 2.12.4.2. Assisting participants to use information from the relapse as a learning opportunity.
  - 2.12.4.3. Providing support.
  - 2.12.4.4. Reassessing participant commitment to continue the quitting process in order to determine:
    - 2.12.4.4.1. Participant level of commitment, then the Contractor shall:
      - 2.12.4.4.1.1. Use cognitive-behavior interventions to identify problematic patterns of behavior.
      - 2.12.4.4.1.2. Discuss problem-solving strategies.
      - 2.12.4.4.1.3. Assess current coping skills.
      - 2.12.4.4.1.4. Use goal-setting interventions to identify participant goals.
      - 2.12.4.4.1.5. Discuss pharmacotherapy.
    - 2.12.4.4.2. Participant is not committed, then the Contractor shall deliver a Motivational Interviewing intervention to strengthen participant commitment to change or resolve ambivalence.
- 2.13. The Contractor shall maintain a Quitline database and technical infrastructure that includes the ability to track:
  - 2.13.1. Centers for Disease Control and Prevention Data Warehouse requirements.
  - 2.13.2. North American Quitline Consortium Annual Survey Data requirements.
  - 2.13.3. Call Standards, as indicated by NAQC to determine:

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Exhibit A, Amendment #3

- 2.13.3.1. Number of calls answered within 30 seconds,
- 2.13.3.2. Number of calls going to voicemail,
- 2.13.3.3. Number of hang-ups
- 2.13.4. Client responses to the Intake Screener call.
- 2.13.5. Client responses to outreach calls initiated by clinical referrals.
- 2.13.6. Number of client services provided monthly and year-to-date including, but not limited to:
  - 2.13.6.1. Counseling
  - 2.13.6.2. Cessation product mailings
  - 2.13.6.3. Intake Screeners completed for 1-800-QUIT-NOW and QuitWorks-NH
  - 2.13.6.4. Letters sent to clients for missed appointments or who are unable to be reached
- 2.13.7. Services provided to specific populations including, but not limited to, recipients of benefits through the Women, Infants and Children (WIC) program and Medicaid Managed Care Organizations (MMCO).
- 2.13.8. Mean by which clients heard about QuitNow-NH.
- 2.13.9. Provider utilization of QuitWorks-NH.
- 2.13.10. Quit rates six months after the treatment intervention.
- 2.13.11. Satisfaction with services provided by QuitNow-NH.
- 2.14. The Contractor shall accept referrals that are non-telephonic inbound communications to Quitline services for Medicaid and Medicare Beneficiaries and uninsured individuals from multiple sources, including but not limited to:
  - 2.14.1. Fax referrals
  - 2.14.2. Electronic secure email referrals
  - 2.14.3. Health Information Technology using HL7v3
  - 2.14.4. Online registrations
  - 2.14.5. Click-to-call registrations
- 2.15. The Contractor shall offer eCoach services, which includes but is not limited to:
  - 2.15.1. A suite of interactive eCoach tools developed and hosted within National Jewish Health.
  - 2.15.2. eCoach text messaging and email that are sent based on participant triggers and are designed to support telephone and online coaching programs. Text messages and emails shall include but not be limited to:
    - 2.15.2.1. Mobil applications, including text messaging and email support to provide motivational, congratulatory and reminder text messages.



Exhibit A, Amendment #3

- 2.15.2.2. Motivational messages, such as weekly emails that contain dynamic motivational content tailored to each participant based on individual tobacco use stage of change, ethnicity, type of participation (web only vs. phone only vs. pregnancy program) and other information.
  - 2.15.2.3. Informational messages that are sent after certain program and system events. Messages include notification of nicotine replacement therapy shipments with appropriate updates, coaching call appointment reminders, and disenrollment notifications.
  - 2.15.2.4. Re-engagement and relapse prevention messages targeted at participants who become unreachable during their enrollment and may or may not have quit in order, encouraging those participants to re-engage with their cessation program.
  - 2.15.2.5. Quit date anniversary congratulatory messages sent on the 1, 2, 3, 6 and 12-month anniversaries to congratulate the participant for reaching milestones and motivate the participant to remain tobacco-free.
- 2.16. The Contractor shall provide feedback to referring providers up to five (5) times throughout the program as follows:
- 2.16.1. When a referral is received by fax
  - 2.16.2. At the time the patient enrolls in coaching (or if the patient is unreachable)
  - 2.16.3. When nicotine replacement therapy products are shipped to patients
  - 2.16.4. When a patient completes the program
  - 2.16.5. When a patient withdraws for another reason other than program completion
- 2.17. The Contractor shall assist the Department to enter into partnerships with MMCOs to support the State budget by covering Quitline services for their members/employees and their dependents.
- 2.17.1. The Contractor shall become an Authorized Representative by submitting an Enrollment Application.
  - 2.17.2. The Contractor shall ensure that the pharmacy licensed to mail cessation medications to NH is an Authorized Representative by submitting an Enrollment Application.
- 2.18. The Contractor shall provide services that are specific to NH, including, but not limited to:
- 2.18.1. Providing training and continuing education for healthcare providers, including behavioral health and substance use disorder professionals through webinars that are New Hampshire specific.
  - 2.18.2. Providing technical assistance and advice to healthcare professionals, including behavioral health and substance use disorder professionals who call the Quitline program.

*CJH*



Exhibit A, Amendment #3

- 2.18.3. Providing printed materials for distribution to healthcare providers, including behavioral health and substance use disorder professionals which can be given to patients.
  - 2.18.4. Participating in state conference/training programs as identified by the Department to educate and inform healthcare professionals, including behavioral health and substance use disorder professionals' administrators, insurers and large employers who purchase employee health benefits about the Quitline and promote systems change for the industry.
  - 2.18.5. Maintaining a printed supply of Quitline materials that promote Quitline services. The Contractor shall ensure printed Quitline materials are written at an 5<sup>th</sup> grade reading level and include, but are not limited to:
    - 2.18.5.1. Brochures
    - 2.18.5.2. Fact sheets
    - 2.18.5.3. Educational items
  - 2.18.6. Maintain the [www.quitnownh.org](http://www.quitnownh.org) and [www.quitworksnh.org](http://www.quitworksnh.org) websites in collaboration with the Department.
  - 2.18.7. The website should comply with section 508 of the Rehabilitation Act (29 U.S.C. § 794d) requires that Federal agencies' electronic and information technology is accessible to people with disabilities, including employees and members of the public.
  - 2.18.8. Provide Health Marketing technical assistance to produce and/or air television advertisements, radio advertisements and social media campaigns that promote quitting tobacco and QuitNow-NH services.
  - 2.18.9. Provide Media-related technical assistance to the Department, as needed.
  - 2.19. Meet with the Department and stakeholders on bi-monthly to review Health Marketing activities and Quitline services, as needed. The Contractor shall:
    - 2.19.1. Conduct conference calls, as needed, with:
      - 2.19.1.1. Department staff only
      - 2.19.1.2. Subcontractors only
      - 2.19.1.3. Department staff and subcontractors, simultaneously
- 3. Performance Measures**
- 3.1. The Contractor shall ensure live answer capacity for 90% of the calls received from 7:00 A.M. to 1:00 A.M., Eastern Standard Time, seven days per week excluding the day before Thanksgiving, Thanksgiving Day, December 24<sup>th</sup>, December 25<sup>th</sup>, Memorial Day (Observed), July 4<sup>th</sup>, and Labor Day.
  - 3.2. The Contractor shall return 100% of the voicemail messages received, as described in Section 2.1.5, within forty eight (48) hours of receiving each message.
- 4. Reporting Requirements**
- 4.1. The Contractor shall maintain a standard report library that contains data needed in order to manage a statewide tobacco treatment Quitline. The Contractor shall respond



Exhibit A, Amendment #3

to requests for data queries, as needed, and ensure the report library includes, but is not limited to:

- 4.1.1. A report catalogue for Quitline telephone and web-based services, which includes but is not limited to:
  - 4.1.1.1. Daily activity reports that include all intake calls classified into closed contacts, general inquiries and fax or email referrals.
  - 4.1.1.2. Monthly and Year-to-Date activity reports that include calls classified by calls for information only, calls to enroll in the Quit Coach Program, completion of coaching calls from the preceding month.
  - 4.1.1.3. Monthly intake demographic reports that follow the NAQC Minimal Data Set Standard Intake questions and Optional Intake questions, as identified by DHHS.
  - 4.1.1.4. Monthly medical demographic reports that provide co-morbid medical conditions for participants Monthly cessation product utilization reports that show first orders and any subsequent orders relative to product type, quantity, dosage and shipment information.
  - 4.1.1.5. Monthly call volume reports by county using zip codes provided during the intake process.
  - 4.1.1.6. Monthly clinical referral reports that include the total number of referrals categorized into enrolled, information only, declined and unreachable.
  - 4.1.1.7. Health plan summary reports that include services provided to members of health plans through the Quitline.
  - 4.1.1.8. Success stories reports that provide a brief description of participants who have shared their quit success with Contractor coaches, and include obtained permission to re-contact participant and their contact information.
- 4.1.2. A report catalogue for on-line services, which includes but is not limited to:
  - 4.1.2.1. Monthly utilization reports that indicate:
    - 4.1.2.1.1. The number of visits to the website.
    - 4.1.2.1.2. The number of unique visits to the website.
    - 4.1.2.1.3. The average time on the website (in minutes).
    - 4.1.2.1.4. The number of registrants each month.
    - 4.1.2.1.5. The utilization of overall website and of specific web pages, including but not limited to:
      - 4.1.2.1.5.1. Number of hits.
      - 4.1.2.1.5.2. Average time on page.
      - 4.1.2.1.5.3. Navigation between pages.





Exhibit A, Amendment #3

- 4.1.2.2. Monthly intake demographic reports that identify demographic information of website-registered users including but not limited to:
  - 4.1.2.2.1. Age and gender.
  - 4.1.2.2.2. Marital status.
  - 4.1.2.2.3. Ethnicity.
  - 4.1.2.2.4. Insurance status.
  - 4.1.2.2.5. Readiness to quit.
  - 4.1.2.2.6. Type of tobacco.
  - 4.1.2.2.7. Quantity of tobacco used.
- 4.1.2.3. Monthly cessation products report that includes nicotine replacement therapy orders that specify:
  - 4.1.2.3.1. Type.
  - 4.1.2.3.2. Quantity.
  - 4.1.2.3.3. Dosage and shipment if the client allows nicotine replacement therapy orders online.
- 4.1.2.4. An Annual Outcome Report from evaluation data obtained through an independent evaluation agency.
  - 4.1.2.4.1. One hundred percent of NH participants agreeing to a 6-month post-treatment follow up survey shall be contacted to determine quit rate and services satisfaction.
  - 4.1.2.4.2. Contractor shall analyze survey raw data and create a report that includes:
    - 4.1.2.4.2.1. Executive Summary
    - 4.1.2.4.2.2. Key Findings
    - 4.1.2.4.2.3. Introduction
    - 4.1.2.4.2.4. Program Description
    - 4.1.2.4.2.5. Electronic Nicotine Delivery Systems (ENDS)
    - 4.1.2.4.2.6. Demographic Characteristics of Callers
    - 4.1.2.4.2.7. Quit Rate by Program Offering
    - 4.1.2.4.2.8. Quit Rate by Call Completed
    - 4.1.2.4.2.9. Quit Rate for Participants Shipped Medication
    - 4.1.2.4.2.10. Type of Medication Shipped to Participants
    - 4.1.2.4.2.11. Quit Rate by Technology Utilized

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Exhibit A, Amendment #3

- 4.1.2.4.2.12. Level of Satisfaction: Overall Service, Provided Materials and Coaches and Counselors
- 4.1.2.4.2.13. Quit Rate by Medical Condition
- 4.1.2.4.2.14. Quit Rate by Behavioral Health Challenge
- 4.1.2.4.2.15. Quit Rate by Medical Condition
- 4.1.2.4.2.16. Quit Rates by Population Demographics
- 4.1.2.4.2.17. Quit Rate by Tobacco Use Patterns
- 4.1.2.4.2.18. Tobacco Use Type
- 4.1.2.4.2.19. Cigarette Frequency
- 4.1.2.4.2.20. Cigarette Duration of Use
- 4.1.2.4.2.21. Previous Quit Attempts
- 4.1.2.4.2.22. Live with Another Tobacco User
- 4.1.2.4.2.23. Gender Distribution
- 4.1.2.4.2.24. Pregnancy Distribution
- 4.1.2.4.2.25. Age Distribution
- 4.1.2.4.2.26. Education Distribution
- 4.1.2.4.2.27. Marital Status Distribution
- 4.1.2.4.2.28. Sexual Orientation and Gender Identity Distribution
- 4.1.2.4.2.29. Racial Distribution
- 4.1.2.4.2.30. Insurance Status Distribution
- 4.1.2.4.2.31. Conclusions and Opportunities
- 4.1.2.4.2.32. Procedures & Methodology
- 4.1.2.4.2.33. Survey Methodology and Data Collection
- 4.1.2.4.2.34. QuitLogix Procedures
- 4.1.2.4.2.35. Program Scripts for Intake Session, Prepare Session, Support and Session and Relapse Session

4.1.3. A report catalogue for text messaging to track the effectiveness of text messaging in reaching and serving program participants. Text messaging reports shall include, but not be limited to:

4.1.3.1. Monthly texting report that includes:



Exhibit A, Amendment #3

- 4.1.3.1.1. Number of participants enrolled in text messaging.
- 4.1.3.1.2. Total number of messages sent per participant.
- 4.1.3.1.3. Average number of messages sent to a participant.

**5. Deliverables**

- 5.1. The Contractor shall provide a minimum of twelve (12) monthly employee trainings per year as described in Section 2.6, 2.7, and 2.8 and have the ability to provide attendance records of the trainings to the Department, upon request.
- 5.2. The Contractor shall have a minimum supply of Quitline print materials described in Section 2.8.5 ready for distribution at all times as follows:
  - 5.2.1. Five hundred (500) brochures.
  - 5.2.2. Five hundred (500) fact sheets.
- 5.3. The Contractor shall participate in Management Meetings, as needed, to provide technical assistance identified in Section 2.19 and 2.19.1.
- 5.4. The Contractor shall participate in a minimum of twelve (12) conference calls per year as described in Section 2.19.
- 5.5. The Contractor shall, upon request, provide a copy of all material produced in accordance with Section 2.18.3 and 2.18.5. to the Department. The Contractor shall provide the Department with monthly reports described in Section 3 no later than the 16<sup>th</sup> day of the following month, unless the 16<sup>th</sup> is a holiday identified in Section 3.1. then the report will be due on the following day.
- 5.6. The Contractor shall deliver data reports upon Department special-request within an agreed-upon deadline.
- 5.7. The Contractor shall submit an Annual Outcome Report by April 15<sup>th</sup> each year, as described in Section 4.1.2.4.
- 5.8. The Contractor shall provide the Department with properly formatted CDC Data Warehouse data on a quarterly basis, as described in Section 2.1.3.
- 5.9. Contractor shall provide the Department with properly formatted NAQC Annual Survey data, as described in Section 2.1.3.

Exhibit B-3, Amendment #3, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: National Jewish Health, Inc. NH Tobacco Prevention and Cessation Program

Budget Request for: RFP#16-DHHS-DPHS-TPCP-02 New Hampshire Tobacco Outline

Budget Period: July 1, 2018 - June 30, 2028

| 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                         | \$ 140,669.00      | \$ 9,143.49  | \$ 149,812.49 | \$ -                     | \$ -     | \$ -  | \$ 140,669.00                 | \$ 9,143.49  | \$ 149,812.49 |
| 2. Employee Benefits                          | \$ 46,890.00       | \$ 3,047.85  | \$ 49,937.85  | \$ -                     | \$ -     | \$ -  | \$ 46,890.00                  | \$ 3,047.85  | \$ 49,937.85  |
| 3. Consultants                                | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| 4. Equipment:                                 | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| Rental  | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| Repair and Maintenance                        | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| Purchase/Depreciation                         | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| 5. Supplies:                                  | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| Educational                                   | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| Lab   | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| Pharmacy                                      | \$ 125,000.00      | \$ -         | \$ 125,000.00 | \$ -                     | \$ -     | \$ -  | \$ 125,000.00                 | \$ -         | \$ 125,000.00 |
| Medical                                       | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| Office  | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| 6. Travel                                     | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| 7. Occupancy                                  | \$ 1,999.66        | \$ -         | \$ 1,999.66   | \$ -                     | \$ -     | \$ -  | \$ 1,999.66                   | \$ -         | \$ 1,999.66   |
| 8. Current Expenses:                          | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| Telephone                                     | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| Postage                                       | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| Subscriptions                                 | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| Audit and Legal                               | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| Insurance                                     | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| Board Expenses                                | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| 9. Software                                   | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| 10. Marketing/Communications                  | \$ 62,500.00       | \$ -         | \$ 62,500.00  | \$ -                     | \$ -     | \$ -  | \$ 62,500.00                  | \$ -         | \$ 62,500.00  |
| 11. Staff Education and Training              | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| 12. Subcontracts/Agreements/Weight Evaluation | \$ 15,750.00       | \$ -         | \$ 15,750.00  | \$ -                     | \$ -     | \$ -  | \$ 15,750.00                  | \$ -         | \$ 15,750.00  |
| 13. Other (specific details mandatory):       | \$ -               | \$ -         | \$ -          | \$ -                     | \$ -     | \$ -  | \$ -                          | \$ -         | \$ -          |
| <b>TOTAL</b>                                  | \$ 322,808.66      | \$ 12,191.34 | \$ 405,000.00 | \$ -                     | \$ -     | \$ -  | \$ 322,808.66                 | \$ 12,191.34 | \$ 405,000.00 |
| Indirect As A Percent of Direct               |                    | 3.5%         |               |                          |          |       |                               |              |               |

Contractor Initials: *CJS*  
 Date: 4/3/19

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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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

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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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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

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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.).

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

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Exhibit K

DHHS Information Security Requirements

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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.

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

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



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

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# State of New Hampshire Department of State

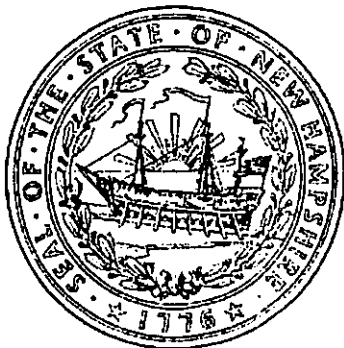
CERTIFICATE OF REGISTRATION OF  
NATIONAL JEWISH HEALTH  
A FOREIGN NONPROFIT CORPORATION

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of NATIONAL JEWISH HEALTH for a Certificate of Registration to transact business in this State, duly signed pursuant to the provisions of Voluntary Corporations and of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Registration to NATIONAL JEWISH HEALTH to transact business in this State under the name of NATIONAL JEWISH HEALTH and attaches hereto a copy of the Application for such Certificate.

Business ID#: 725962

IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of May, 2015 A.D.



*William M. Gardner*

William M. Gardner  
Secretary of State

# CORPORATE RESOLUTION

RESOLUTION IN WRITING of the Board of Directors of NATIONAL JEWISH HEALTH (the Corporation), dated this 25<sup>th</sup> of April, 2018.


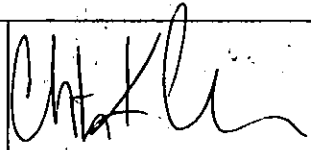
## BACKGROUND:

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

## IT WAS RESOLVED THAT ANY ONE OFFICER LISTED BELOW:

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

## LISTED OFFICERS

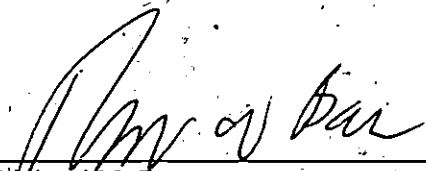
|           |   |  |
|-----------|---|--|
| Signature |  |  |
| Name      | Michael Salem, MD   | Christine K. Forkner   |
| Title     | President and CEO   | CFO, EVP   |

I, Richard N. Baer, Chairman of the Board of National Jewish Health do hereby certify that the above is a true and complete copy of a resolution duly adopted by the Board of Directors of this Corporation, at a meeting duly held on 25<sup>th</sup> of April, 2018, at which a quorum was present and voting and that the said resolution is still in full force and effect and has not be rescinded; and that said resolution is not in conflict with the By-laws of this Corporation.

Dated 3/4/19



Impress Corporate seal here

  
Richard N. Baer  
Chairman of the Board



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/05/2019

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><br>Aon Risk Insurance Services West, Inc.<br>Denver CO Office<br>1900 16th Street, Suite 1000<br>Denver CO 80202 USA | <b>CONTACT NAME:</b><br>PHONE (AC. No. Ext): (303) 758-7688      FAX (AC. No.): (303) 758-9458 |  |
|  | <b>E-MAIL ADDRESS:</b>   |  |
| <b>INSURED</b><br>National Jewish Health<br>1400 Jackson Street<br>Denver CO 80206-2761 USA  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
|  | <b>INSURER A:</b> Copic Insurance Company <b>NAIC #</b> 11860                                  |  |
|  | <b>INSURER B:</b> The First Liberty Insurance Corporation      33588                           |  |
|  | <b>INSURER C:</b>  |  |
|  | <b>INSURER D:</b>  |  |
|  | <b>INSURER E:</b>  |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 570075869060      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL BUBR MSD WYD   | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|---|-----------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |   | HCC0011476      | 07/01/2018              | 07/01/2019              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) Included<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COMP/OP AGG \$1,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY   |   |                 |                         |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION   |   |                 |                         |                         | EACH OCCURRENCE<br>AGGREGATE  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A | WC6291449132029 | 01/01/2019              | 01/01/2020              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                                |

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

RE: Contract Renewal for State of New Hampshire.

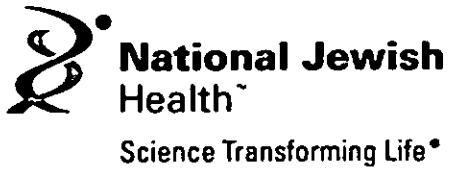
### CERTIFICATE HOLDER

### CANCELLATION

|  |  |
|--|--|
| State of New Hampshire<br>Attn: Contracts & Procurement Unit<br>129 Pleasant Street<br>Brown Bldg.<br>Concord NH 03301 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | <b>AUTHORIZED REPRESENTATIVE</b><br><br><i>Aon Risk Insurance Services West Inc</i>  |







## **NATIONAL JEWISH HEALTH MISSION STATEMENT**

We serve by providing the best integrated and innovative care for patients and their families; by understanding and finding cures for the diseases we research; and by educating and training the next generation of healthcare professionals to be leaders in medicine and science.

# **National Jewish Health and Subsidiary**

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

June 30, 2018 and 2017

**National Jewish Health and Subsidiary**  
**June 30, 2018 and 2017**

**Contents**

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**Consolidated Financial Statements**

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

## Independent Auditor's Report

Board of Directors  
National Jewish Health  
Denver, Colorado

We have audited the accompanying consolidated financial statements of National Jewish Health and Subsidiary (National Jewish), which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Financial Statements***

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

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our 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.

Board of Directors  
National Jewish Health

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of National Jewish as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**BKD, LLP**

Denver, Colorado  
October 15, 2018

**National Jewish Health and Subsidiary**  
**Consolidated Statements of Financial Position**  
**June 30, 2018 and 2017**  
(In thousands)

|   | 2018       | 2017       |
|---|------------|------------|
| Current assets:   |            |            |
| Cash and cash equivalents   | \$ 2,577   | \$ 3,496   |
| Accounts receivable:  |            |            |
| Patient care, net of estimated uncollectibles<br>of \$24,062 and \$28,355, respectively                             | 28,026     | 29,053     |
| Grant revenue receivable  | 3,373      | 3,022      |
| Bequests, net of allowance for uncollectibles<br>of \$160 and \$25, respectively                                    | 2,266      | 527        |
| Pledges receivable, current portion, net of allowance<br>for uncollectibles of \$3,367 and \$347, respectively      | 20,332     | 6,002      |
| Receivable from joint ventures  | 9,315      | 5,121      |
| Other   | 4,704      | 8,081      |
| Total receivables   | 68,016     | 51,806     |
| Assets held by trustees – current portion   | 2,653      | 2,616      |
| Prepaid expenses  | 2,203      | 1,160      |
| Drugs and supplies  | 2,299      | 1,926      |
| Total current assets  | 77,748     | 61,004     |
| Assets whose use is limited:  |            |            |
| Internally-designated assets  | 46,732     | 44,797     |
| Assets held by trustee, net of current portion  | 1,276      | 1,416      |
| Assets reserved for gift annuities  | 8,021      | 8,866      |
| Other   | 128        | 135        |
| Total assets whose use is limited   | 56,157     | 55,214     |
| Other assets:   |            |            |
| Long-term investments   | 63,918     | 62,116     |
| Contributions receivable under unitrust agreements  | 2,001      | 2,539      |
| Pledges receivable, net of current portion and allowance for<br>uncollectibles of \$3,659 and \$4,046, respectively | 13,394     | 18,934     |
| Beneficial interest under perpetual and other trust agreements  | 12,963     | 12,676     |
| Goodwill  | 900        | 900        |
| Other   | 1,411      | 1,859      |
| Total other assets  | 94,587     | 99,024     |
| Property and equipment, at cost:  |            |            |
| Land  | 13,053     | 13,053     |
| Buildings   | 99,976     | 98,227     |
| Equipment and software  | 81,941     | 78,115     |
| Construction-in-progress  | -          | 2,395      |
|   | 194,970    | 191,790    |
| Less accumulated depreciation   | (121,590)  | (115,075)  |
| Property and equipment, net   | 73,380     | 76,715     |
| Total assets  | \$ 301,872 | \$ 291,957 |

**National Jewish Health and Subsidiary**  
**Consolidated Statements of Financial Position (continued)**  
**June 30, 2018 and 2017**  
(In thousands)

|  | 2018       | 2017       |
|--|------------|------------|
| Current liabilities:                                       |            |            |
| Accounts payable and accrued expenses                      | \$ 9,226   | \$ 11,912  |
| Line of credit   | 13,581     | 9,572      |
| Current portion of workers' compensation                   | 144        | 196        |
| Accrued salaries, wages, and employee benefits             | 7,695      | 7,656      |
| Unearned grant revenue                                     | 3,413      | 4,759      |
| Estimated settlements with third-party payors              | 1,798      | 1,774      |
| Current portion of accrued vacation                        | 3,335      | 3,305      |
| Current portion of long-term debt, including capital lease | 4,040      | 4,012      |
| Current liability under annuity contracts                  | 1,401      | 1,509      |
| Current liability under unitrust agreements                | 155        | 164        |
| Total current liabilities                                  | 44,788     | 44,859     |
| Accrued vacation   | 1,092      | 1,059      |
| Other  | 1,409      | 3,747      |
| Liability under annuity contracts                          | 8,453      | 9,324      |
| Liability under unitrust agreements                        | 2,234      | 2,820      |
| Long-term debt, net of current portion                     | 30,103     | 33,298     |
| Total liabilities  | 88,079     | 95,107     |
| Net assets:  |            |            |
| Unrestricted   | 71,082     | 72,431     |
| Temporarily restricted                                     | 90,519     | 77,363     |
| Permanently restricted                                     | 52,192     | 47,056     |
| Total net assets   | 213,793    | 196,850    |
| Total liabilities and net assets                           | \$ 301,872 | \$ 291,957 |

**National Jewish Health and Subsidiary**  
**Consolidated Statements of Activities**  
**Years Ended June 30, 2018 and 2017**  
(In thousands)

|  | 2018       | 2017       |
|--|------------|------------|
| Changes in unrestricted net assets:  |            |            |
| Unrestricted revenue, gains, and other support:                                      |            |            |
| Net patient service revenue  | \$ 140,965 | \$ 143,764 |
| Health initiatives revenue   | 9,711      | 10,345     |
| Revenue from affiliates  | 17,186     | 7,417      |
| Professional education revenue   | 3,001      | 2,185      |
| Federal grant revenue  | 40,670     | 39,487     |
| Other operating revenue  | 14,077     | 13,175     |
| Major gifts  | 1,789      | 1,840      |
| Direct mail  | 2,258      | 2,336      |
| Special events, net of direct donor benefits<br>of \$3,211 and \$3,022, respectively | 2,684      | 2,154      |
| Bequests   | 2,464      | 2,518      |
| Gift annuity contributions   | 346        | 545        |
| Investment income, net   | 3,208      | 5,744      |
| Total unrestricted revenue, gains, and other support                                 | 238,359    | 231,510    |
| Net assets released from restriction:  |            |            |
| Net assets released from restriction – grants  | 10,351     | 10,237     |
| Net assets released from restriction – public support                                | 11,006     | 10,733     |
| Total net assets released from restriction   | 21,357     | 20,970     |
| Expenses:  |            |            |
| Academic services  | 98,794     | 95,919     |
| Clinical services  | 92,900     | 86,370     |
| Administration and fiscal support  | 31,937     | 30,198     |
| Support services   | 12,133     | 11,915     |
| Marketing and health initiatives   | 13,053     | 14,704     |
| Professional education   | 2,232      | 1,532      |
| Fund development   | 8,137      | 8,307      |
| Bad debt expense   | 1,843      | 1,952      |
| Total expenses   | 261,029    | 250,897    |
| Decrease in value of split-interest agreements                                       | 16         | 1,198      |
| Loss on disposal of property and equipment   | 20         | 321        |
| Total expenses and losses  | 261,065    | 252,416    |
| Increase (decrease) in unrestricted net assets                                       | (1,349)    | 64         |



**National Jewish Health and Subsidiary**  
**Consolidated Statements of Activities (continued)**  
**Years Ended June 30, 2018 and 2017**  
(In thousands)

|   | 2018       | 2017       |
|---|------------|------------|
| Changes in temporarily restricted net assets:         |            |            |
| Restricted grant support                              | 10,850     | 10,402     |
| Major gifts   | 15,396     | 8,327      |
| Direct mail   | 191        | 163        |
| Special events  | 1,161      | 1,114      |
| Bequests  | 2,417      | 333        |
| Change in value of split-interest agreements          | 2,757      | 5,424      |
| Investment gain, net                                  | 1,741      | 1,173      |
| Total temporarily restricted revenue                  | 34,513     | 26,936     |
| Net assets released from restriction – grants         | (10,351)   | (10,237)   |
| Net assets released from restriction – public support | (11,006)   | (10,733)   |
| Total net assets released from restriction            | (21,357)   | (20,970)   |
| Increase in temporarily restricted net assets         | 13,156     | 5,966      |
| Changes in permanently restricted net assets:         |            |            |
| Contributions   | 4,832      | 413        |
| Change in beneficial interest in perpetual trusts     | 304        | 781        |
| Increase in permanently restricted net assets         | 5,136      | 1,194      |
| Increase in net assets                                | 16,943     | 7,224      |
| Net assets, beginning of year                         | 196,850    | 189,626    |
| Net assets, end of year                               | \$ 213,793 | \$ 196,850 |

**National Jewish Health and Subsidiary**  
**Consolidated Statements of Cash Flows**  
**Years Ended June 30, 2018 and 2017**  
(In thousands)

|  | 2018      | 2017     |
|--|-----------|----------|
| Cash flows from operating activities:                                    |           |          |
| Increase in net assets   | \$ 16,943 | \$ 7,224 |
| Items not requiring cash   |           |          |
| Depreciation   | 7,987     | 8,398    |
| Bad debt expense   | 1,843     | 1,952    |
| Unrealized gains   | (120)     | (7,575)  |
| Permanently restricted revenue, net                                      | (5,136)   | (1,194)  |
| Loss on disposal of property and equipment                               | 20        | 321      |
| Bond premium, discount, and issuance cost amortization                   | (54)      | (53)     |
| Changes in   |           |          |
| Patient care accounts receivable   | (814)     | (5,858)  |
| Grant receivables  | (351)     | 275      |
| Bequests receivable  | (1,739)   | 300      |
| Other current assets   | (2,235)   | (7,160)  |
| Contribution receivable  | 538       | 95       |
| Pledges receivable   | (8,790)   | 6,005    |
| Beneficial interest under perpetual trust                                | (287)     | (764)    |
| Other assets   | 448       | (111)    |
| Estimated third-party payor settlements                                  | 24        | 1,055    |
| Accounts payable, accrued expenses, and unearned revenue                 | (6,383)   | 2,245    |
| Accrued vacation   | 63        | 199      |
| Net cash provided by operating activities                                | 1,957     | 5,354    |
| Cash flows from investing activities:                                    |           |          |
| Purchases of property and equipment                                      | (3,660)   | (3,833)  |
| Proceeds from sales of internally designated assets                      | 10,495    | 2,415    |
| Purchases of internally designated assets                                | (12,430)  | (5,832)  |
| Proceeds from sale of assets held by trustee                             | 103       | 56       |
| Purchases of investments and assets reserved for gift annuities          | (23,209)  | (14,476) |
| Proceeds from sale of investments and assets reserved for gift annuities | 22,379    | 14,677   |
| Net cash used in investing activities                                    | (6,322)   | (6,993)  |
| Cash flows from financing activities:                                    |           |          |
| Line of credit, net change   | 4,009     | 4,562    |
| Repayment of long-term debt  | (4,125)   | (3,829)  |
| Increase (decrease) in liability under gift annuity agreements           | (979)     | 390      |
| Increase (decrease) in liability under unitrust agreements               | (595)     | 659      |
| Increase in permanently restricted net assets                            | 5,136     | 1,194    |
| Net cash provided by financing activities                                | 3,446     | 2,976    |
| Net increase (decrease) in cash and cash equivalents                     | (919)     | 1,337    |
| Cash and cash equivalents, beginning of year                             | 3,496     | 2,159    |
| Cash and cash equivalents, end of year                                   | \$ 2,577  | \$ 3,496 |
| Supplemental schedule of noncash activities:                             |           |          |
| Capital lease obligation incurred for property and equipment             | \$ 1,012  | \$ 758   |
| Cash paid for interest   | \$ 1,782  | \$ 1,715 |

# National Jewish Health and Subsidiary

## Notes to Consolidated Financial Statements

June 30, 2018 and 2017

### (1) Corporate Organization

#### *(a) Organization*

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

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

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

#### *Joint Ventures*

Effective December 2013, National Jewish formed a limited liability corporation in a joint venture with the Icahn School of Medicine doing business as the Mount Sinai – National Jewish Respiratory Institute to oversee the creation and operations of a joint respiratory institute at various sites in the Mount Sinai integrated health care system in New York City, New York.

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

Effective April 2017, National Jewish formed a limited liability corporation in a joint venture with Thomas Jefferson University doing business as the Jane and Leonard Korman Jefferson Health | National Jewish Health Respiratory Institute to oversee the development and operations of a joint respiratory institute at various sites in the Jefferson Health System in Philadelphia, Pennsylvania.

Total revenue from the joint agreements as of June 30, 2018 and 2017 was approximately \$17,186,000 and \$7,417,000, respectively, which is included in the revenue from affiliates line on the consolidated statements of activities.

#### *(b) Compliance with Health Care Industry Laws and Regulations*

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

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

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previously billed. Management believes that National Jewish is in substantial compliance with applicable government laws and regulations.

**(2) Summary of Significant Accounting Policies**

***(a) Use of Estimates***

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

***(b) Contributions, Promises to Give and Bequests***

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

Unconditional promises to give that are expected to be collected within one year are recorded at fair value. Unconditional promises to give that are expected to be collected in future years are also recorded at their estimated fair value, which represents the present value of their estimated future cash flows. Amortization of the related present value discounts is included in contribution revenue. Conditional promises to give are not included as support until the conditions placed on the gift by the donor are substantially met. At June 30, 2018 and 2017, approximately 54% and 44% of promises to give were from two donors, respectively.

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

***(c) Pooled Income Gifts***

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

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contribution is measured at the fair value of the assets to be received, discounted for the estimated time period until the donor's death. The contributed assets are recognized at fair value when received. The difference between the fair value of the assets received and the revenue recognized is recorded as deferred revenue and reported in the liability under annuity contracts in the consolidated statements of financial position. This represents the amount of discount for future interest.

#### ***(d) Beneficial Interest in Perpetual Trusts***

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

#### ***(e) Charitable Remainder Trusts***

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

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

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change in the value of split-interest agreements and is reclassified to either temporarily restricted or unrestricted net assets as appropriate.

**(f) Charitable Lead Trusts**

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

**(g) Gift Annuities**

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

**(h) Grant Revenue**

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

**(i) Cash and Cash Equivalents**

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

**(j) Debt Issuance Costs**

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

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issuance costs related to the issuance of capital leases are deferred and amortized over the life of the capital lease using the straight-line method.

**(k) Goodwill**

Goodwill, which represents the excess of the purchase price over the fair value of the net assets of the Colorado operations of Sleep Health Centers, a department of National Jewish, is evaluated annually for impairment.

**(l) Property and Equipment**

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

The estimated useful lives for each major depreciable classification of property and equipment are as follows:

|                        |               |
|------------------------|---------------|
| Buildings              | 20 - 40 years |
| Equipment and software | 3 - 15 years  |

**(m) Long-lived Asset Impairment**

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

No asset impairment was recognized during the years ended June 30, 2018 and 2017.

**(n) Temporarily and Permanently Restricted Net Assets**

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

**(o) Net Patient Service Revenue**

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

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

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

***(p) Subsequent Events***

Subsequent events have been evaluated through October 15, 2018, which is the date the financial statements were available to be issued.

***(q) Presentation of Financial Statements***

Management has elected to present the financial statements under the not-for-profit model rather than that of a healthcare entity as National Jewish has historically had non-patient revenues, gains and other support in excess of patient revenue. The difference in presentation would have no effect on the change in net assets.

***(r) Revisions***

A revision has been made to the 2017 financial statements for the fair value hierarchy disclosure. This revision did not have a significant impact on the financial statement disclosures.

**(3) Charity Care**

National Jewish treats all patients who can benefit from National Jewish's care. Financial assistance is made available to patients based upon their ability to pay, and determinations in individual cases are made during National Jewish's preadmission process. Because National Jewish does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. Expansion of eligibility coverage under Medicaid by the Affordable Care Act has decreased Charity Care substantially, with National Jewish's direct and indirect costs for services furnished under its charity care policy aggregated approximately \$463,000 and \$588,000 in 2018 and 2017, respectively.

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



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### (4) Net Patient Service Revenue

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

*Medicare* – Inpatient acute care services and substantially all outpatient services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors. Certain inpatient non-acute services and defined medical education costs are paid based on a cost reimbursement methodology. National Jewish is reimbursed for certain services at tentative rates with final settlement determined after submission of annual cost reports by National Jewish and audits thereof by the Medicare fiscal intermediary.

*Medicaid* – Inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed under a cost reimbursement methodology for certain services and at prospectively determined rates for all other services. Effective October 31, 2016, outpatient hospital services are paid at prospectively determined rates using the Enhanced Ambulatory Patient Grouping (EAPG) methodology. The original implementation was postponed until March 1, 2017 and was retroactively implemented to November 1, 2016 in the spring of 2018.

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

National Jewish provides services in Colorado to patients from throughout the United States and internationally. As of June 30, 2018 and 2017, National Jewish's net patient receivable for services rendered was approximately \$28,026,000 and \$29,053,000, respectively. Possible credit losses are provided for in National Jewish's allowance for uncollectible accounts and contractual adjustments.

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

|                          | Revenue     |             |
|--------------------------|-------------|-------------|
|                          | 2018        | 2017        |
| Medicare                 | 43%         | 41%         |
| Medicaid                 | 15%         | 16%         |
| Blue Cross               | 11%         | 13%         |
| Managed care             | 21%         | 20%         |
| Other third-party payors | 10%         | 10%         |
|                          | <u>100%</u> | <u>100%</u> |

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**(5) Grant Revenue**

Total grant revenue consists of grants from the federal government as well as grants from charitable foundations and private corporations. The composition of total grant revenue included in unrestricted and temporarily restricted revenue for the years ended June 30, 2018 and 2017 is as follows:

|  | <u>2018</u>          | <u>2017</u>          |
|--|----------------------|----------------------|
| Federal grants                                       | \$ 40,670,000        | \$ 39,597,000        |
| Charitable foundation and private corporation grants | <u>10,850,000</u>    | <u>10,292,000</u>    |
|  | <u>\$ 51,520,000</u> | <u>\$ 49,889,000</u> |

**(6) Promises to Give**

Included as receivables are the following unconditional promises to give as of June 30, 2018 and 2017:

|   | <u>2018</u>          | <u>2017</u>          |
|---|----------------------|----------------------|
| Pledges   | \$ 42,478,000        | \$ 31,429,000        |
| Bequests  | <u>2,426,000</u>     | <u>552,000</u>       |
| Unconditional promises to give before<br>unamortized discount and<br>allowance for uncollectibles | 44,904,000           | 31,981,000           |
| Less unamortized discount – pledges   | <u>(1,726,000)</u>   | <u>(2,100,000)</u>   |
|   | 43,178,000           | 29,881,000           |
| Less:   |                      |                      |
| Allowance for uncollectibles – pledges  | (7,026,000)          | (4,393,000)          |
| Allowance for uncollectibles – bequests   | <u>(160,000)</u>     | <u>(25,000)</u>      |
| Net unconditional promises to give  | <u>\$ 35,992,000</u> | <u>\$ 25,463,000</u> |
| Amounts due in:   |                      |                      |
| Less than one year  | \$ 26,569,000        | \$ 7,343,000         |
| One to five years   | 13,531,000           | 19,117,000           |
| More than five years  | <u>4,804,000</u>     | <u>5,521,000</u>     |
| Total   | <u>\$ 44,904,000</u> | <u>\$ 31,981,000</u> |

Discount rates are established when the promise to give is made. Discount rates ranged from 0.48% to 3.42% and 0.48% to 5.01% for June 30, 2018 and 2017, respectively.

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**(7) Internally-designated Assets**

The governing body has designated certain assets for strategic and other future purposes. The composition of internally-designated assets stated at fair value, as determined by the most recent market quotations or an estimate based on significant other observable inputs, at June 30, 2018 and 2017

|  | <u>2018</u>          | <u>2017</u>          |
|--|----------------------|----------------------|
| Cash and cash equivalents              | \$ 8,381,000         | \$ 6,722,000         |
| Common stocks and equity funds         | 9,131,000            | 10,286,000           |
| International securities and equities  | 10,130,000           | 11,974,000           |
| Fixed income securities                | 15,225,000           | 11,732,000           |
| U.S. government and agency obligations | 584,000              | 549,000              |
| Alternative investments                | 3,281,000            | 3,534,000            |
|  | <u>\$ 46,732,000</u> | <u>\$ 44,797,000</u> |

**(8) Long-term Investments**

The composition of long-term investments, stated at fair value, as determined by the most recent market quotations or an estimate based on significant other observable inputs at June 30, 2018 and 2017 is as follows:

|  | <u>2018</u>          | <u>2017</u>          |
|--|----------------------|----------------------|
| Cash and cash equivalents              | \$ 307,000           | \$ 1,997,000         |
| Convertible securities and equities    | 28,174,000           | 21,056,000           |
| International securities and equities  | 9,838,000            | 15,992,000           |
| Fixed income securities                | 14,105,000           | 10,186,000           |
| U.S. government and agency obligations | 285,000              | 637,000              |
| Alternative investments                | 11,209,000           | 12,248,000           |
|  | <u>\$ 63,918,000</u> | <u>\$ 62,116,000</u> |

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**(9) Composition of Investment Returns**

The following summarizes investment returns and classification in the statements of activities:

|  | 2018                |                                 |                                  |
|--|---------------------|---------------------------------|----------------------------------|
|  | <u>Unrestricted</u> | <u>Temporarily Restricted *</u> | <u>Permanently Restricted **</u> |
| Interest income  | \$ 1,328,000        | \$ 2,420,000                    | \$ -                             |
| Gains:   |                     |                                 |                                  |
| Realized gains   | 1,801,000           | 1,741,000                       | 304,000                          |
| Unrealized gains   | <u>79,000</u>       | <u>41,000</u>                   | <u>-</u>                         |
| Total gains  | <u>1,880,000</u>    | <u>1,782,000</u>                | <u>304,000</u>                   |
| Total return on investments in stock and bond portfolios | <u>\$ 3,208,000</u> | <u>\$ 4,202,000</u>             | <u>\$ 304,000</u>                |
|  |                     |                                 |                                  |
|  | 2017                |                                 |                                  |
|  | <u>Unrestricted</u> | <u>Temporarily Restricted *</u> | <u>Permanently Restricted **</u> |
| Interest income  | \$ 1,268,000        | \$ 2,004,000                    | \$ -                             |
| Gains:   |                     |                                 |                                  |
| Realized gains   | 776,000             | 1,173,000                       | 781,000                          |
| Unrealized gains   | <u>3,700,000</u>    | <u>3,875,000</u>                | <u>-</u>                         |
| Total gains  | <u>4,476,000</u>    | <u>5,048,000</u>                | <u>781,000</u>                   |
| Total return on investments in stock and bond portfolios | <u>\$ 5,744,000</u> | <u>\$ 7,052,000</u>             | <u>\$ 781,000</u>                |

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

\*\* Amount represents change in beneficial interest in perpetual trusts. National Jewish is not the trustee of these investments.

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**(10) Split-interest Agreements**

National Jewish has the following split-interest agreements:

|                              | 2018                 |                      |                      |
|------------------------------|----------------------|----------------------|----------------------|
|                              | Assets               | Liabilities          | Net                  |
| Gift annuities               | \$ 39,314,000        | \$ 9,378,000         | \$ 29,936,000        |
| Unitrust agreements:         |                      |                      |                      |
| National Jewish trusteeships | 2,713,000            | 2,389,000            | 324,000              |
| Third-party trusteeship, net | 2,360,000            | -                    | 2,360,000            |
| Term endowments              | 2,422,000            | -                    | 2,422,000            |
| Pooled income agreements     | 520,000              | 432,000              | 88,000               |
| <b>Total</b>                 | <b>\$ 47,329,000</b> | <b>\$ 12,199,000</b> | <b>\$ 35,130,000</b> |
|                              |                      |                      |                      |
|                              | 2017                 |                      |                      |
|                              | Assets               | Liabilities          | Net                  |
| Gift annuities               | \$ 39,345,000        | \$ 10,388,000        | \$ 28,957,000        |
| Unitrust agreements:         |                      |                      |                      |
| National Jewish trusteeships | 2,934,000            | 2,984,000            | (50,000)             |
| Third-party trusteeship, net | 2,915,000            | -                    | 2,915,000            |
| Term endowments              | 2,387,000            | -                    | 2,387,000            |
| Pooled income agreements     | 586,000              | 433,000              | 153,000              |
| <b>Total</b>                 | <b>\$ 48,167,000</b> | <b>\$ 13,805,000</b> | <b>\$ 34,362,000</b> |

For the above split-interest agreements, a risk-free rate, obtained using U.S. Treasury bonds at the date of the gift, was used in conjunction with actuarially determined life expectancies to calculate present values. The interest rates ranged from 0.48% to 10.00% for 2018 and 2017.

Though the assets received under gift annuity agreements are generally available for unrestricted use and the liability is a general obligation of National Jewish, National Jewish is required by several states to set assets aside to pay the regulatory minimum annuity obligation. These funds are classified as assets reserved for gift annuities on the consolidated statements of financial position. These assets are invested in equities and bonds, which are stated at fair value, as determined by the most recent market quotations or an estimate based on significant other observable inputs, and totaled \$8,021,000 and \$8,866,000 at June 30, 2018 and 2017, respectively.

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**(11) Construction in Progress**

At June 30, 2017, National Jewish had four projects in-progress for which \$2,395,000 had been expended. These projects were completed by June 30, 2018, leaving a construction in progress balance of \$0 on June 30, 2018. Completed projects include implementing a Laboratory Information Management System (LIMS) in the Advanced Diagnostics Laboratories, moving the Library to the old gift shop location, converting the library space to clinic space, and replacing the elevator in the Neustadt building.

**(12) Long-term Debt**

Long-term debt at June 30, 2018 and 2017 is summarized as follows:

|   | <u>2018</u>          | <u>2017</u>          |
|---|----------------------|----------------------|
| Revenue Bonds, Series 2012 (a)          | \$ 17,705,000        | \$ 19,435,000        |
| Revenue Bonds, Series 2005 (b)          | 9,500,000            | 9,900,000            |
| Gove School Property (c)                | 4,250,000            | 5,250,000            |
| Unamortized Bond Premium                |                      |                      |
| Revenue Bonds, Series 2012              | 799,000              | 891,000              |
| Capital Lease/Financing Arrangement (d) | <u>2,291,000</u>     | <u>2,274,000</u>     |
|   | 34,545,000           | 37,750,000           |
| Less: unamortized debt issuance costs   | (402,000)            | (440,000)            |
| Less: current portion                   | <u>(4,040,000)</u>   | <u>(4,012,000)</u>   |
|   | <u>\$ 30,103,000</u> | <u>\$ 33,298,000</u> |

**(a) Series 2012 Revenue Bonds**

The Colorado Health Facilities Authority issued \$26,790,000 aggregate principal amount of its Refunding Revenue Bonds Series 2012 (the 2012 Bonds) dated March 1, 2012. The proceeds were used to refund the Series 1998 and Series 1998B Bonds. National Jewish recorded a loss on the early extinguishment of debt relative to the Series 1998 and Series 1998B Bonds of approximately \$1,175,000. The 2012 Bonds are subject to a mandatory sinking fund redemption beginning January 1, 2026. Final principal payments on the bonds are due in January 2027. Redemption amounts are as follows at June 30, 2018:

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|            |                      |
|------------|----------------------|
| 2019       | \$ 1,810,000         |
| 2020       | 1,910,000            |
| 2021       | 2,000,000            |
| 2022       | 2,105,000            |
| 2023       | 2,205,000            |
| Thereafter | <u>7,675,000</u>     |
|            | <u>\$ 17,705,000</u> |

The 2012 Bonds bear interest at fixed rates varying from 3.00% to 5.00% and are secured by the rights to all future revenue derived from National Jewish's property, excluding revenue derived from donor-restricted property if such revenue is unavailable for debt service. The 2012 Bonds are subject to covenants that impose certain operating and financial restrictions on National Jewish. Management believes National Jewish is in compliance with all covenants for the years ended June 30, 2018 and 2017. Unamortized debt issuance costs for the 2012 Bonds were \$255,000 and \$285,000 at June 30, 2018 and 2017, respectively.

**(b) Series 2005 Revenue Bonds**

In January 2005, the Colorado Health Facilities Authority issued \$13,500,000 aggregate principal amount of its Series 2005 Revenue Bonds (the 2005 Bonds) dated January 20, 2005. Proceeds from the 2005 Bonds were used to finance the construction of a clinical and research building, as well as several renovation projects and equipment. Unamortized debt issuance costs for the 2005 Bonds were \$147,000 and \$155,000 at June 30, 2018 and 2017, respectively.

The 2005 Bonds require annual payments of varying amounts. These payments began on January 1, 2007. Final principal payments on the bonds are due in January 2035. Redemption amounts are as follows at June 30, 2018:

|            |                     |
|------------|---------------------|
| 2019       | \$ 400,000          |
| 2020       | 400,000             |
| 2021       | 400,000             |
| 2022       | 400,000             |
| 2023       | 500,000             |
| Thereafter | <u>7,400,000</u>    |
|            | <u>\$ 9,500,000</u> |

The 2005 Bonds bear a variable rate of interest based on the rate at which the bonds could be remarketed at their face value and are secured by the rights to all future revenue derived from National Jewish's property, excluding revenue derived from donor restricted property if such revenue is unavailable for debt service. The interest rate at June 30, 2018 was 1.6%. The 2005 Bonds are backed by an irrevocable transferable letter of credit, which is automatically extended without amendment for an additional period of 12 months beginning on March 1, 2016. The letter of credit expires April 1, 2019, and is automatically extended by one year, each year, beginning April 1, unless otherwise terminated before the updated expiration date. Unless certain events occur, such as the expiration date of the letter of credit, advances made on the letter of credit are not due for 366 days from the date of the advance. At June 30, 2018 and 2017, no borrowings were

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outstanding. The 2005 Bonds are subject to covenants, which impose certain operating and financial restrictions on National Jewish. Management believes National Jewish is in compliance with all covenants for the years ended June 30, 2018 and 2017.

**(c) Gove Middle School Property Promissory Note**

In February 2011, National Jewish entered into a contract with School District No. 1, in the City and County of Denver and State of Colorado (DPS) to purchase the closed Gove Middle School property for \$9,000,000. The property is located adjacent to National Jewish's main campus, and will be used for furthering National Jewish's clinical, research and educational missions. Principal payments as of June 30, 2018, are as follows:

|      |                     |
|------|---------------------|
| 2019 | \$ 1,250,000        |
| 2020 | <u>3,000,000</u>    |
|      | <u>\$ 4,250,000</u> |

DPS issued a non-recourse promissory note in the amount of \$8,750,000 which bears interest at a fixed rate of 4%. A final balloon payment of the remaining principal outstanding is due May 23, 2020. The note is collateralized by the land.

**(d) Capital Lease**

In August 2012, National Jewish entered into multiple five year capital leases with U.S. Bank for the purchase of a new Enterprise Resource Planning (ERP) system and clinical equipment totaling \$4,636,000. The interest rates were approximately 2% and principal and interest paid in quarterly installments of approximately \$246,000. The leases are collateralized by property and equipment. As of June 15, 2018, all capital leases with U.S. Bank were paid in full.

In December 2015, National Jewish entered into a five year capital lease with Commerce Bank for the purchase of a new Laboratory Information Management System (LIMS). The total approved under the lease agreement is \$3,000,000, and draws are made on the financing as vendor invoices are submitted. As of June 30, 2018, \$2,828,000 has been drawn. Two repayment schedules were finalized on March 1, 2017 and December 27, 2017 both ending March 1, 2022 for \$1,816,000 and \$1,012,000 with interest rates of 3.58% and 4.08%, respectively.

The following leased equipment and software is included in the accompanying consolidated financial statements at June 30, 2018 and 2017 as follows:

|   | <u>2018</u>         | <u>2017</u>         |
|---|---------------------|---------------------|
| Classes of assets:                        |                     |                     |
| Equipment and software - U.S. Bank lease  | \$ -                | \$ 4,636,000        |
| Construction in Progress - Commerce Lease | -                   | 1,816,000           |
| Equipment and software - Commerce Lease   | 2,712,000           | -                   |
| Less accumulated depreciation             | <u>(350,000)</u>    | <u>(2,002,000)</u>  |
|   | <u>\$ 2,362,000</u> | <u>\$ 4,450,000</u> |



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Future minimum lease payments under capital leases, together with the present value of the net minimum lease payments as of June 30, 2018, are as follows:

|   |                     |
|---|---------------------|
| 2019                                    | \$ 656,000          |
| 2020                                    | 656,000             |
| 2021                                    | 656,000             |
| 2022                                    | 492,000             |
| Less amount representing interest       | <u>(169,000)</u>    |
| Present value of current lease payments | <u>\$ 2,291,000</u> |

**(e) Held by Trustee**

Assets held by trustees represent funds designated by the bond indenture to pay principal and interest on the 2012 and 2005 Bonds. The composition of these funds stated at contractual value, which approximates fair value, at June 30, 2018 and 2017, is as follows:

|                              | <u>2018</u>                              | <u>2017</u>                              |
|------------------------------|--|--|
|                              | <u>Cash and<br/>Cash<br/>Equivalents</u> | <u>Cash and<br/>Cash<br/>Equivalents</u> |
| 2012 Bonds                   |  |  |
| Bond Reserve Fund            | \$ 2,698,000                             | \$ 2,730,000                             |
| Bond Interest/Principal Fund | <u>443,000</u>                           | <u>518,000</u>                           |
|                              | <u>\$ 3,141,000</u>                      | <u>\$ 3,248,000</u>                      |
| 2005 Bonds                   |  |  |
| Bond Reserve Fund            | \$ 783,000                               | \$ 783,000                               |
| Bond Interest/Principal Fund | <u>5,000</u>                             | <u>1,000</u>                             |
|                              | <u>\$ 788,000</u>                        | <u>\$ 784,000</u>                        |

**(13) Line of Credit**

National Jewish has a \$15,000,000 unsecured revolving bank line of credit expiring on March 1, 2020. At June 30, 2018 and 2017, there was \$13,581,000 and \$9,572,000, respectively, borrowed against this line, including accrued interest. Interest accrues at the greater of the prime rate less 1%; 30, 60, or 90 day LIBOR rate plus 175 basis points; or 2.75%. National Jewish's borrowing interest rate was 4.00% and 3.25% on June 30, 2018 and 2017, respectively.

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**(14) Commitments and Contingencies**

**(a) Operating Leases**

National Jewish leases certain facilities and equipment under operating leases. The leases expire in various years through 2027. These leases generally require National Jewish to pay all executory costs (property taxes, maintenance, and insurance). Future minimum rental payments as of June 30, 2018; that have initial or remaining non-cancelable lease terms equal to or greater than one year are as follows:

|                               |                      |
|-------------------------------|----------------------|
| 2019                          | \$ 2,266,000         |
| 2020                          | 2,227,000            |
| 2021                          | 1,983,000            |
| 2022                          | 1,734,000            |
| 2023                          | 1,358,000            |
| Thereafter                    | <u>1,819,000</u>     |
| Total future minimum payments | <u>\$ 11,387,000</u> |

Rental expense for operating leases was approximately \$2,735,000 and \$2,659,000 for the years ended June 30, 2018 and 2017, respectively.

**(b) Professional Liability**

Reserves for professional liability claims were \$815,000 and \$3,148,000 at June 30, 2018 and 2017, respectively. For claims covered by insurance, National Jewish recorded an additional \$492,000 and \$2,858,000 of professional liability reserves and an equal amount of insurance coverage receivables.

The current portion of the above reserves, \$65,000 and \$2,110,000 at June 30, 2018 and 2017, respectively, is included in other accrued expenses in the accompanying consolidated statements of financial position. The provision for losses related to professional liability risks is presented net of expected insurance recoveries in the consolidated statements of operations and was (\$33,000) and \$168,000 for 2018 and 2017, respectively.

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

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**(c) Other**

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

National Jewish maintains professional and general liability coverage through a claims-made policy with COPIC Insurance. The policy's liability is \$1,000,000 per medical incident and \$3,000,000 in the aggregate, with deductibles of \$100,000 per medical incident/occurrence and \$300,000 in the aggregate. In addition, umbrella coverage is provided to National Jewish through a claims-made policy with COPIC Insurance. The liability limit under the umbrella policy is \$20,000,000 combined medical incident and in aggregate.

**(d) Risks and Uncertainties**

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

**(15) Temporarily Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes:

|  | <u>2018</u>          | <u>2017</u>          |
|--|----------------------|----------------------|
| Net assets reserved for future unrestricted uses                           | \$ 2,268,000         | \$ 530,000           |
| Restricted for research, education, patient care, and capital construction | 64,917,000           | 55,160,000           |
| Endowed assets not yet appropriated for expenditure                        | 18,142,000           | 16,632,000           |
| Unitrust agreements and pooled income agreements                           | <u>5,192,000</u>     | <u>5,041,000</u>     |
|  | <u>\$ 90,519,000</u> | <u>\$ 77,363,000</u> |

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

During 2018 and 2017, net assets were released from donor restrictions by incurring expenses to satisfy the restricted purpose for research, education, patient care, and other purposes in the amounts of approximately \$21,357,000 and \$20,970,000, respectively.

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**(16) Permanently Restricted Net Assets**

Permanently restricted net assets consist of the following:

|  | <b>2018</b>          | <b>2017</b>          |
|--|----------------------|----------------------|
| Beneficial interest in perpetual trust agreement | \$ 12,604,000        | \$ 12,300,000        |
| Permanent endowments                             | 39,588,000           | 34,756,000           |
| <b>Total</b>                                     | <b>\$ 52,192,000</b> | <b>\$ 47,056,000</b> |

National Jewish is an income beneficiary of several perpetual trusts controlled by unrelated third-party trustees. The trust document or the trustees' policies govern the investment and distribution of trust assets. Trust income distributed to National Jewish for the years ended June 30, 2018 and 2017 was \$482,000 and \$574,000, respectively.

**(17) Endowment**

National Jewish's endowment consists of approximately 78 individual, donor-restricted funds established as endowments and intended for a variety of purposes. The Board of Directors has interpreted the SPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, National Jewish classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by National Jewish in a manner consistent with the standard of prudence prescribed by SPMIFA. National Jewish considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

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

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**(a) Investment Policy**

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

**(b) Spending Policy**

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

**(c) Funds with Deficiencies**

From time to time, the fair value of assets associated with individual donor restricted endowment funds may fall below the level that the donor or SPMIFA requires National Jewish to retain as an endowment. There were no such deficiencies as of June 30, 2018.

The composition of net assets by type of endowment fund at June 30, 2018:

|                                  | <b>Unrestricted</b>  | <b>Temporarily<br/>Restricted</b> | <b>Permanently<br/>Restricted</b> | <b>Total</b>         |
|----------------------------------|----------------------|-----------------------------------|-----------------------------------|----------------------|
| Donor-restricted endowment funds | \$ -                 | \$ 20,450,000                     | \$ 39,588,000                     | \$ 60,038,000        |
| Board-designated endowment funds | <u>11,762,000</u>    | <u>-</u>                          | <u>-</u>                          | <u>11,762,000</u>    |
| Total funds                      | <u>\$ 11,762,000</u> | <u>\$ 20,450,000</u>              | <u>\$ 39,588,000</u>              | <u>\$ 71,800,000</u> |

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Changes in endowment net assets for fiscal year ended June 30, 2018:

|  | <u>Unrestricted</u>  | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>         |
|--|----------------------|-----------------------------------|-----------------------------------|----------------------|
| Endowment net assets,<br>beginning of year | \$ 11,538,000        | \$ 18,904,000                     | \$ 34,756,000                     | \$ 65,198,000        |
| Contributions                              | -                    | -                                 | 4,832,000                         | 4,832,000            |
| Endowment transfer                         | (500,000)            | (2,057,000)                       | -                                 | (2,557,000)          |
| Investment income                          | 410,000              | 2,186,000                         | -                                 | 2,596,000            |
| Net assets released from restriction       | -                    | (141,000)                         | -                                 | (141,000)            |
| Gain on sale of investments                | 150,000              | 1,546,000                         | -                                 | 1,696,000            |
| Unrealized gain on investments             | 164,000              | 12,000                            | -                                 | 176,000              |
| Endowment net assets, end of year          | <u>\$ 11,762,000</u> | <u>\$ 20,450,000</u>              | <u>\$ 39,588,000</u>              | <u>\$ 71,800,000</u> |

The composition of net assets by type of endowment fund at June 30, 2017:

|                                  | <u>Unrestricted</u>  | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>         |
|----------------------------------|----------------------|-----------------------------------|-----------------------------------|----------------------|
| Donor-restricted endowment funds | \$ -                 | \$ 18,904,000                     | \$ 34,756,000                     | \$ 53,660,000        |
| Board-designated endowment funds | 11,538,000           | -                                 | -                                 | 11,538,000           |
| Total funds                      | <u>\$ 11,538,000</u> | <u>\$ 18,904,000</u>              | <u>\$ 34,756,000</u>              | <u>\$ 65,198,000</u> |

Changes in endowment net assets for fiscal year ended June 30, 2017:

|  | <u>Unrestricted</u>  | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>         |
|--|----------------------|-----------------------------------|-----------------------------------|----------------------|
| Endowment net assets,<br>beginning of year | \$ 10,200,000        | \$ 14,588,000                     | \$ 34,343,000                     | \$ 59,131,000        |
| Contributions                              | -                    | -                                 | 413,000                           | 413,000              |
| Endowment transfer                         | -                    | (2,048,000)                       | -                                 | (2,048,000)          |
| Investment income                          | 374,000              | 1,709,000                         | -                                 | 2,083,000            |
| Net assets released from restriction       | -                    | (56,000)                          | -                                 | (56,000)             |
| Gain on sale of investments                | (25,000)             | 1,049,000                         | -                                 | 1,024,000            |
| Unrealized gain on investments             | 989,000              | 3,662,000                         | -                                 | 4,651,000            |
| Endowment net assets, end of year          | <u>\$ 11,538,000</u> | <u>\$ 18,904,000</u>              | <u>\$ 34,756,000</u>              | <u>\$ 65,198,000</u> |

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**(18) Fair Value Disclosure**

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

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

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

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

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**(a) Recurring Measurements**

The following tables represent the fair value measurement of assets recognized in the accompanying consolidated statements of financial position measured at fair value on a recurring basis and the level within the ASC 820 fair value hierarchy in which the fair value measurements fall at June 30, 2018 and 2017:

|   | June 30, 2018 | Fair Value            | Fair Value Measurements at Reporting Date Using                            |   |  |              |           |                   |
|---|---------------|-----------------------|--|---|--|--------------|-----------|-------------------|
|   |               |                       | Quoted Prices<br>in Active<br>Markets for<br>Identical Assets<br>(Level 1) | Significant<br>Other<br>Observable<br>Inputs<br>(Level 2) | Significant<br>Unobservable<br>Inputs<br>(Level 3) |              |           |                   |
| <b>Internally-designated assets</b>             |               |                       |  |   |  |              |           |                   |
| Common stocks and equity funds                  | \$            | 9,131,000             | \$   | 9,131,000   | \$   | -            | \$        | -                 |
| International securities and equities           |               | 10,130,000            |  | 10,130,000  |  | -            |           | -                 |
| Fixed income securities                         |               | 15,224,000            |  | 15,224,000  |  | -            |           | -                 |
| U.S. government and agency securities           |               | 584,000               |  | 584,000   |  | -            |           | -                 |
| Alternative investments (A)                     |               | 3,281,000             |  | -   |  | -            |           | -                 |
| <b>Total internally-designated assets</b>       |               | <b>38,350,000</b>     |  | <b>35,069,000</b>   |  | <b>-</b>     |           | <b>-</b>          |
| <b>Assets reserved for gift annuities</b>       |               |                       |  |   |  |              |           |                   |
| Convertible securities and equities             |               | 2,063,000             |  | 2,063,000   |  | -            |           | -                 |
| International securities and equities           |               | 2,143,000             |  | 2,143,000   |  | -            |           | -                 |
| Fixed income securities                         |               | 3,815,000             |  | 3,815,000   |  | -            |           | -                 |
| U.S. government and agency securities           |               | 1,401,000             |  | 1,401,000   |  | -            |           | -                 |
| <b>Total assets reserved for gift annuities</b> |               | <b>9,422,000</b>      |  | <b>9,422,000</b>  |  | <b>-</b>     |           | <b>-</b>          |
| <b>Long-term investments</b>                    |               |                       |  |   |  |              |           |                   |
| Convertible securities and equities             |               | 28,174,000            |  | 28,174,000  |  | -            |           | -                 |
| International securities and equities           |               | 9,838,000             |  | 9,838,000   |  | -            |           | -                 |
| Fixed income securities                         |               | 14,105,000            |  | 14,105,000  |  | -            |           | -                 |
| U.S. government and agency securities           |               | 285,000               |  | 285,000   |  | -            |           | -                 |
| Alternative investments (A)                     |               | 11,208,000            |  | -   |  | -            |           | -                 |
| <b>Total long-term investments</b>              |               | <b>63,610,000</b>     |  | <b>52,402,000</b>   |  | <b>-</b>     |           | <b>-</b>          |
| <b>Other</b>                                    |               |                       |  |   |  |              |           |                   |
| Bonds and notes                                 |               | 134,500               |  | 132,000   |  | 2,500        |           | -                 |
| Beneficial interest in perpetual trust          |               | 12,604,000            |  | -   |  | -            |           | 12,604,000        |
| <b>Total other</b>                              |               | <b>12,738,500</b>     |  | <b>132,000</b>  |  | <b>2,500</b> |           | <b>12,604,000</b> |
| <b>Total assets above</b>                       |               | <b>124,120,500</b>    | <b>\$</b>  | <b>97,025,000</b>   | <b>\$</b>  | <b>2,500</b> | <b>\$</b> | <b>12,604,000</b> |
| Cash and cash equivalents<br>not included above |               | 8,838,000             |  |   |  |              |           |                   |
| <b>Total</b>                                    |               | <b>\$ 132,958,500</b> |  |   |  |              |           |                   |



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(A) Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts included above are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the consolidated statements of financial position.

| June 30, 2017                                   | Fair Value            | Fair Value Measurements at Reporting Date Using                            |   |  |
|---|-----------------------|--|---|--|
|   |                       | Quoted Prices<br>in Active<br>Markets for<br>Identical Assets<br>(Level 1) | Significant<br>Other<br>Observable<br>Inputs<br>(Level 2) | Significant<br>Unobservable<br>Inputs<br>(Level 3) |
| <b>Internally-designated assets</b>             |                       |  |   |  |
| Common stocks and equity funds                  | \$ 10,286,000         | \$ 10,286,000  | \$ -  | \$ -   |
| International securities and equities           | 11,974,000            | 11,974,000   | -   | -  |
| Fixed income securities                         | 11,732,000            | 11,732,000   | -   | -  |
| U.S. government and agency securities           | 549,000               | 549,000  | -   | -  |
| Alternative investments (A)                     | 3,534,000             | -  | -   | -  |
| <b>Total internally-designated assets</b>       | <b>38,075,000</b>     | <b>34,541,000</b>  | <b>-</b>  | <b>-</b>   |
| <b>Assets reserved for gift annuities</b>       |                       |  |   |  |
| Convertible securities and equities             | 684,000               | 684,000  | -   | -  |
| International securities and equities           | 3,748,000             | 3,748,000  | -   | -  |
| Fixed income securities                         | 3,480,000             | 3,480,000  | -   | -  |
| U.S. government and agency securities           | 954,000               | 954,000  | -   | -  |
| <b>Total assets reserved for gift annuities</b> | <b>8,866,000</b>      | <b>8,866,000</b>   | <b>-</b>  | <b>-</b>   |
| <b>Long-term investments</b>                    |                       |  |   |  |
| Convertible securities and equities             | 21,056,000            | 21,056,000   | -   | -  |
| International securities and equities           | 15,992,000            | 15,992,000   | -   | -  |
| Fixed income securities                         | 10,186,000            | 10,186,000   | -   | -  |
| U.S. government and agency securities           | 637,000               | 637,000  | -   | -  |
| Alternative investments (A)                     | 12,248,000            | -  | -   | -  |
| <b>Total long-term investments</b>              | <b>60,119,000</b>     | <b>47,871,000</b>  | <b>-</b>  | <b>-</b>   |
| <b>Other</b>                                    |                       |  |   |  |
| Bonds and notes                                 | 150,000               | 15,000   | 135,000   | -  |
| Beneficial interest in perpetual trust          | 12,300,000            | -  | -   | 12,300,000   |
| <b>Total other</b>                              | <b>12,450,000</b>     | <b>15,000</b>  | <b>135,000</b>  | <b>12,300,000</b>                                  |
| <b>Total assets above</b>                       | <b>119,510,000</b>    | <b>\$ 91,293,000</b>   | <b>\$ 135,000</b>   | <b>\$ 12,300,000</b>                               |
| Cash and cash equivalents<br>not included above | 10,385,000            |  |   |  |
| <b>Total</b>                                    | <b>\$ 129,895,000</b> |  |   |  |

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(A) Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts included above are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the consolidated statements of financial position.

Following is a description of the valuation methodologies and inputs used for assets and liabilities measured at fair value on a recurring basis and recognized in the accompanying consolidated statements of financial position, as well as the general classification of such assets and liabilities pursuant to the valuation hierarchy. There have been no significant changes in the valuation techniques during the year ended June 30, 2018. For assets classified within Level 3 of the fair value hierarchy, the process used to develop the reported fair value is described below.

***(b) Investments***

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

***(c) Beneficial Interest in Perpetual Trusts***

Fair value is estimated at the fair value of the trust assets using quoted market prices of securities with similar characteristics or independent asset pricing services and pricing models, the inputs of which are market-based or independently sourced market parameters. Due to the trusts being held to perpetuity, National Jewish will not have the ability to redeem the corpus, and therefore is classified within Level 3 of the hierarchy.

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**(d) Alternative Investments**

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

| June 30, 2018 |               |                      |                               |                             |
|---------------|---------------|----------------------|-------------------------------|-----------------------------|
|               | Fair Value    | Unfunded Commitments | Redemption Frequency          | Redemption Notice Period    |
| Fund to Fund  | \$ 14,489,000 | \$ 4,404,000         | Quarterly or Fund Termination | 60 Days or Fund Termination |
| June 30, 2017 |               |                      |                               |                             |
|               | Fair Value    | Unfunded Commitments | Redemption Frequency          | Redemption Notice Period    |
| Fund to Fund  | \$ 15,782,000 | \$ 2,432,000         | Quarterly or Fund Termination | 60 Days or Fund Termination |

This category includes investments in fund of funds that pursue multiple strategies to diversify risks and reduce volatility. The funds' composite portfolio includes investments in U.S. common stocks, global real estate projects, private equity, pooled income vehicles and arbitrage investments. However, as of June 30, 2017, it is probable that all investments in this category will be sold at an amount different from the net asset value of National Jewish's ownership interest in partners' capital. Therefore, the fair values of the investments in this category have been estimated using recent observable transaction information for similar investments. Investments with quarterly redemptions require lock-up periods of one year which has expired on the funds currently held. Of the remaining funds, they cannot be liquidated prior to the termination of the fund without the approval of the General Manager of the fund. Investment in the funds is intended to be long-term.

**National Jewish Health and Subsidiary**  
**Notes to Consolidated Financial Statements**  
**June 30, 2018 and 2017**

**(e) Level 3 Reconciliation**

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

|  | <b><u>Beneficial<br/>Interest in<br/>Perpetual<br/>Trust</u></b> |
|--|--|
| Balance, July 1, 2016  | \$ 11,519,000  |
| Unrealized appreciation on investments<br>included in change in net assets | <u>781,000</u>   |
| Balance, June 30, 2017   | 12,300,000   |
| Unrealized appreciation on investments<br>included in change in net assets | <u>304,000</u>   |
| Balance, June 30, 2018   | <u><u>\$ 12,604,000</u></u>                                      |

**Unobservable (Level 3) Inputs**

The following table present quantitative information about unobservable inputs used in recurring Level 3 fair value measurements.

|   | <b><u>Fair Value<br/>June 30, 2018</u></b> | <b><u>Valuation<br/>Technique</u></b> | <b><u>Unobservable<br/>Inputs</u></b> | <b><u>Range<br/>(Weighted<br/>Average)</u></b> |
|---|--|---------------------------------------|---------------------------------------|--|
| Beneficial Interest in Perpetual Trusts | \$ 12,604,000                              | Fair value<br>of trust assets         | Lack of<br>redeemability              | Not<br>applicable                              |
|   | <b><u>Fair Value<br/>June 30, 2017</u></b> | <b><u>Valuation<br/>Technique</u></b> | <b><u>Unobservable<br/>Inputs</u></b> | <b><u>Range<br/>(Weighted<br/>Average)</u></b> |
| Beneficial Interest in Perpetual Trusts | \$ 12,300,000                              | Fair value<br>of trust assets         | Lack of<br>redeemability              | Not<br>applicable                              |

**National Jewish Health and Subsidiary**  
**Notes to Consolidated Financial Statements**  
**June 30, 2018 and 2017**

**(f) Nonrecurring Measurements**

The following tables present the fair value measurement of assets and liabilities measured at fair value on a nonrecurring basis and the level within the fair value hierarchy in which the fair value measurements fall at June 30, 2018 and 2017:

| Description                   | June 30, 2018     | Fair Value Measurements during Reporting Year                              |   |  |
|-------------------------------|-------------------|--|---|--|
|                               |                   | Quoted Prices<br>in Active<br>Markets for<br>Identical Assets<br>(Level 1) | Significant<br>Other<br>Observable<br>Inputs<br>(Level 2) | Significant<br>Unobservable<br>Inputs<br>(Level 3) |
| Receivables related to:       |                   |  |   |  |
| Charitable Remainder Unitrust | \$ 67,000         | \$ -   | \$ 67,000   | \$ -   |
| Gift Annuities                | <u>346,000</u>    | <u>-</u>   | <u>346,000</u>  | <u>-</u>   |
| Total                         | <u>\$ 413,000</u> | <u>\$ -</u>  | <u>\$ 413,000</u>   | <u>\$ -</u>  |

| Description                   | June 30, 2017     | Fair Value Measurements during Reporting Year                              |   |  |
|-------------------------------|-------------------|--|---|--|
|                               |                   | Quoted Prices<br>in Active<br>Markets for<br>Identical Assets<br>(Level 1) | Significant<br>Other<br>Observable<br>Inputs<br>(Level 2) | Significant<br>Unobservable<br>Inputs<br>(Level 3) |
| Receivables related to:       |                   |  |   |  |
| Charitable Remainder Unitrust | \$ 62,000         | \$ -   | \$ 62,000   | \$ -   |
| Gift Annuities                | <u>545,000</u>    | <u>-</u>   | <u>545,000</u>  | <u>-</u>   |
| Total                         | <u>\$ 607,000</u> | <u>\$ -</u>  | <u>\$ 607,000</u>   | <u>\$ -</u>  |

**(19) Employee Benefit Plans**

National Jewish maintains a defined contribution plan (the Plan) covering substantially all benefit eligible employees. Under the terms of the Plan, National Jewish contributes between 5% and 6% of an employee's covered wages up to the Social Security wage base and between 10% and 11% of covered wages in excess of the Social Security wage base. The Plan contains no provisions requiring National Jewish to match a portion of employee contributions. Expenses under the Plan for 2018 and 2017 approximated \$5,900,000 and \$5,500,000, respectively.

**National Jewish Health and Subsidiary**  
**Notes to Consolidated Financial Statements**  
**June 30, 2018 and 2017**

**(20) Related-party Transactions**

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

**NATIONAL JEWISH HEALTH BOARD OF DIRECTORS**

|  |   |
|--|---|
| <b>President and CEO</b>   | Michael Salem, MD                             |
| <b>Chair, Board of Directors</b>   | Richard Baer                                  |
| <b>Vice Chairs, Board of Directors</b>   | Robin Chotin, Denver, CO                      |
|  | Don Silversmith, Denver, CO                   |
|  | Evan Zucker, Denver, CO                       |
| <b>Secretary, Board of Directors</b>   | Robin Chotin, Denver, CO                      |
| <b>Treasurer, Board of Directors</b>   | Larry Silverstein, New York, NY               |
| <b>Assistant Treasurer, Board of Directors,<br/>Executive Vice President and Chief<br/>Financial Officer</b> | Christine Forkner                             |
| <b>Co-Chairs, Council of National Trustees</b>   | Stephen Siegel and Wendy Siegel, New York, NY |
| <b>Vice Chair, Council of National Trustees</b>  | Albert D. Angel, West Orange, NJ              |
| <b>Regional Vice Chairs, Council of<br/>National Trustees</b>  | Jeffrey Kapor, Los Angeles, CA                |
|  | Tom Flexner, New York, NY                     |
|  | Gary Silversmith, Washington, DC              |
|  | Bob Paller, Atlanta, GA                       |

# ZOHAR GILBOA

gilboa.zohar@gmail.com

2919 York St., Denver, CO 80205

(347) 821 1756

## EDUCATION

2004-2008 **B.Sc Physics and Mathematics**, Tel Aviv University

## PROFESSIONAL EXPERIENCE

2017-Present **Data Analyst**, National Jewish Health, Colorado

- *Reporting* – Plan, implement, and report health-related data analysis using Tableau, Excel VBA, and SQL
- *Systematic Review* – Design and perform systematic reviews of programs and processes
- *Clinical Research Support* – Support development of clinical leadership
- *Salesforce* – Design, develop, manage, and train on the departmental Salesforce implementation
- *System Integration* – communicate with clients and developers to manage eReferral integration
- *Technical Design* – Design and document technical requests to the development team
- *Financial Leadership* – Trains on and reviews billing activities in the department. Conducts cost estimates and return-on-investment analysis for new projects and ongoing activities.

2015-2017 **Senior Data Analyst**, Family Health Centers at NYU Langone, Brooklyn, New York

- *Design and manage data systems* – Identified programs' needs, found and implemented data solutions based on Excel, web-based performance management software (e.g. *Efforts to Outcomes, COPA*), and funder-mandated systems
- *Statistical Analysis* – Provided over twenty programs with customized analyses of their data including data cleanup activities, outcomes analysis, and staff-work reporting
- *Write reports* – designed and implemented regular monthly reports as well as ad-hoc and yearly reports for the organization's management, funders, program administrators, and staff
- *Support data systemization* – Accompanied programs as they formalized their workflows, documented processes, transitioned to more advanced and customized data solutions, and trained staff in use of new systems
- *Manage team* – Supported and managed the junior data analyst and two data-entry personnel

2013-2014 **Solution Architect**, Amdocs, Tel Aviv, Israel

- *Identify customers' needs* – Defined customers' challenges, based on meetings and project scope
- *Design solutions* – Wrote high and low-level designs for customer's requirements
- *Lead testing* – Directed internal testing team for new developments
- *Train customers* – Instructed customers on new systems (e.g. T-Mobile and others)

2011-2012 **Measurements Analyst**, Amdocs, Tel Aviv, Israel

- *Manage clients* – Provided business partners with continuous and post-release analysis of projects (e.g. AT&T and others)
- *Implement projects* – Designed and tested aspects of new software releases
- *Team training* – Wrote and conducted team training courses for new software versions

2008-2011 **Automation Expert and Developer**, Totem Plus, Tel Aviv, Israel

- *Software development* – Developed integrated monitoring and control systems for marine vessels



- *International collaboration* – Customized company's flagship product and worked with clients on-site
- *Quality Assurance* – Conducted quality-assurance tests and wrote product manual

2001-2004      **Noncommissioned officer in 8200 Intelligence unit, Israeli Defense Force**

- Served as airborne electronic-intelligence analyst
- Developed and commanded a technical course and wrote specification documents for future systems

**PROFICIENCIES**

Languages:            Hebrew – Native  
                               English – Fluent (speaking, reading, writing)  
                               French – Intermediate (speaking, reading)  
                               Japanese – Intermediate (speaking, reading)

Computer skills:      MS Office (including VBA), Windows environment, Delphi, IBM Cognos, SAP  
                                   Web Intelligence; Tableau, SQL, familiar with C

Volunteer work:      2009-2014      **Group Leader**, Israeli Gay Youth organization  
     Social empowerment and social aid for young LGBT adults  
                                   2014-2016      **After-school children's instructor**, Brooklyn Game Lab  
     Promoting critical thinking and social skills through play

## Curriculum Vitae

**Thomas Ylioja, PhD, MSW**

**Current Position:** Clinical Director, Health Initiatives, and  
Assistant Professor of Medicine  
Division of Medical, Behavioral, and Community Health  
National Jewish Health  
1400 Jackson St  
Denver, Colorado 80206-2761  
(303) 728-6506  
yliojat@njhealth.org / thy5@pitt.edu

**Citizenship:** Canadian, U.S. Permanent Resident

### ACADEMIC/RESEARCH INTERESTS:

Social Determinants of Health; Health Disparities  
Addictions, Smoking and Mental Health  
Lesbian, Gay, Bisexual, Transgender (LGBT) Health  
Intervention Design/Evaluation  
Health Services Research and Systems Change

### EDUCATION:

|         |  |                          |
|---------|--|--------------------------|
| 08/2018 | Doctor of Philosophy; Social Work<br>Dissertation: <i>Access, engagement, and tobacco treatment by telephone quitlines among lesbian, gay, bisexual, and transgender adults.</i> | University of Pittsburgh |
| 06/2011 | Master of Social Work; MSW<br>Specialization: Health and Mental Health   | University of Toronto    |
| 06/2004 | Bachelor of Social Work; BSW   | University of Calgary    |

### HONORS/AWARDS/ACHIEVEMENTS:

|           |   |
|-----------|---|
| 2018      | Center for Health Equity Doctoral Scholarship; University of Pittsburgh   |
| 2014-2017 | Travel Award; School of Social Work, University of Pittsburgh             |
| 2015      | Travel Award; AMERSA  |
| 2014      | Trainee Network Scholarship; Society for Research on Nicotine and Tobacco |
| 2011      | Susan Sheaffer Scholarship; Factor-Inwentash Faculty of Social Work.      |
| 2011      | University of Toronto Fellowship; University of Toronto                   |
| 2010      | George C. Hall Bursary; Health Sciences Association of Alberta            |
| 2004      | Recognition of Excellence (Student Practicum), University of Calgary      |
| 1999      | Rutherford Entrance Scholarship – University of Alberta                   |

### PUBLICATIONS:

#### **Peer Reviewed:**

Feterik K, Ylioja T, Schulze A, Douaihy A, Abebe K, Davis E. (in press). Hospitalists' role in improving prescriptions of nicotine replacement therapy among tobacco users during hospitalization and at discharge. *Journal of General Internal Medicine*. doi: 10.1007/s11606-018-4693-2.

- Streck J, Chang Y, Tindle HA, Regan S, Park ER, Levy DE, Singer DE, **Ylioja T**, Rigotti NA. (2018). Smoking cessation after hospital discharge: Factors associated with abstinence. *Journal of Hospital Medicine*. 13(11): 774-778. doi: 10.12788/jhm.2997.
- Ylioja T**, Reddy V, Ambrosino R, Davis E, Douaihy A, Slovenkay K, Kogut V, Frenak B, Palombo K, Schulze A, Cochran G, Tindle H. (2017). Leveraging bioinformatics to treat hospitalized smokers: successes and challenges of a Tobacco Treatment Service. *Joint Commission Journal on Quality and Patient Safety*. 43(12):621-632. doi: 10.1016/j.jcjq.2017.06.010
- De Genna N, **Ylioja T**, Schulze A, Manta C, Douaihy A, Davis E. (2017). Electronic cigarette use among counseled tobacco users hospitalized in 2015. *Journal of Addiction Medicine*. 11(6): 449-453. doi: 10.1097/ADM.0000000000000344
- Ylioja T**, Cochran G, Chang Y, Tindle HA, Rigotti NA. (2017). Post-discharge smoking cessation in subgroups of hospitalized smokers: a latent class analysis. *Substance Abuse*. 38(4): 493-497. doi: 10.1080/08897077.2017.1355870
- Ylioja T**, Cochran G, Woodford M, Renn K. (2016). Frequent experience of LGBQ microaggression on campus associated with smoking among sexual minority college students. *Nicotine & Tobacco Research*. doi: 10.1093/ntr/ntw305
- Lee JGL, **Ylioja T**, Lackey M. (2016). Identifying lesbian, gay, bisexual, and transgender search terminology: A systematic review of health systematic reviews. *PLoS ONE*. 11(5): e0156210. doi: 10.1371/journal.pone.0156210
- Rigotti N, Tindle H, Regan S, Levy D, Chang Y, Carpenter K, Park E, Kelley J, Streck J, Reid, Z, **Ylioja T**, Reyen M, Singer D. (2016). A post-discharge smoking cessation intervention for hospital patients: Helping Hand 2 randomized clinical trial. *American Journal of Preventive Medicine*. 51(4):597-608. doi: 10.1016/j.amepre.2016.04.005
- Tindle HA, Daigh R, Reddy V, Baily L, Ochs J, Manness M, Davis E, Schulze A, Powers K, **Ylioja T**, Baca H, Mast J. (2016). eReferral between hospitals and quitlines: an emerging tobacco control strategy. *American Journal of Preventive Medicine*. 51(4):522-6. doi: 10.1016/j.amepre.2016.05.024
- Cochran G, Field C, Foreman M, **Ylioja T**, Brown C. (2016). Effects of brief intervention on subgroups of injured patients who drink at risk levels. *Injury Prevention*. 22(3):221-225. doi: 10.1136/injuryprev-2015-041596
- Cochran G, Gordon A, Field C, Bacci J, Dhital R, **Ylioja T**, Stitzer M, Kelly T, Tarter R. (2016). Developing a framework of care for opioid medication misuse in community pharmacy. *Research in Social & Administrative Pharmacy*. 12(2):293-301. doi: 10.1016/j.sapharm.2015.05.001.
- Cochran G, Bacci J, **Ylioja T**, Hruschak V, Miller S, Seybert A, Tarter R. (2016). Prescription opioid use: Patient characteristics and misuse in community pharmacy. *Journal of the American Pharmacists Association*. 56(3):248-256.e6. doi: 10.1016/j.japh.2016.02.012.
- Cochran G, Rubinstein J, Bacci J, **Ylioja T**, Tarter R. (2015). Screening community pharmacy patients for risk of opioid misuse. *Journal of Addiction Medicine*. 9(5):411-416. doi: 10.1097/ADM.0000000000000148

Rigotti N, Harrington K, Richter K, Fellows J, Sherman S, Grossman E, Chang, Y, Tindle, HA, Ylioja, T, for CHART. (2015). Increasing prevalence of electronic cigarette smoking among smokers hospitalized in 5 U.S. Cities, 2010-2013. *Nicotine & Tobacco Research*. 17(2):236-244. doi: 10.1093/ntr/ntul38.

Reid Z, Regan S, Kelley JK, Streck J, Ylioja T, Tindle HA, Chang Y, Levy DE, Park E, Singer DE, Carpenter K, Reyén M, Rigotti N. (2015). Comparative effectiveness of post-discharge strategies for hospitalized smokers: study protocol for the Helping HAND 2 randomized controlled trial. *BMC Public Health*. 15(109). doi: 10.1186/s12889-015-1484-0

Ylioja T, & Craig SL. (2014). Exclusionary health policy: Responding to the risk of poor health among sexual minority youth in Canada. *Social Work in Public Health*. 29(1):81-86. doi: 10.1080/19371918.2011.619936

#### **Book Chapters:**

Cochran G & Ylioja T. (2016). Alcohol Abuse. In *Contemporary Issues for People of Color: Surviving and Thriving in the U.S. Today*. ABC-CLIO.

#### **Technical Reports:**

Cochran G, Ylioja T, Fisher S. (2015). *Treatment Guide: Targeted medication therapy management for prescription opioid misuse*. Pittsburgh, PA, University of Pittsburgh, School of Social Work.

Peters, I, McKelvey A, Ylioja T, & Dalglish J. (2011). *Program Evaluation Planning Evaluation Grant Final Report*. Ottawa, Ontario, The Provincial Centre of Excellence for Child and Youth Mental Health.

#### **CONFERENCE/SYMPOSIUM PRESENTATIONS:**

##### **Refereed Oral Presentations:**

Rigotti NA, Chang Y, Tindle HA, Regan S, Kalkhoran S, Kelley J, Park E, Ylioja T, Singer D. (2017, March). Association of electronic cigarette use with smoking cessation among smokers who plan to quit after hospital discharge: A longitudinal analysis. *Society for Research on Nicotine & Tobacco*: Florence, Italy.

Rigotti NA, Tindle H, Regan S, Levy D, Chang Y, Carpenter KM, Park ER, Kelley JH, Streck J, Reid Z, Ylioja T, Reyén M, Singer DE. Adapting a post-discharge intervention for hospitalized smokers to enhance scalability: the Helping HAND 2 randomized controlled trial. (2016, May). *SGIM Annual Meeting*: Hollywood, FL.

Rigotti NA, Tindle HA, Levy DE, Regan S, Chang Y, Carpenter K, Park ER, Kelley JK, Ylioja T, Streck J, Reid Z, Reyén M, Singer DE. (2016, March). Attempting to enhance the scalability of a proven post-discharge intervention for hospitalized smokers: The Helping HAND 2 randomized trial. *Society for Research on Nicotine & Tobacco*: Chicago, IL.

Ylioja T & Cochran G. (2016, January). Will smokers be left out in the cold by an 'un'-Affordable Care Act? *Society for Social Work and Research Annual Conference*: Washington, DC.

Ylioja T, Cochran G, Woodford M, Renn K. (2016, January). LGBTQ microaggressions and smoking among sexual minority college students. *Society for Social Work and Research Annual Conference*: Washington, DC.

Cochran G, Ylioja T, Rubinstein J, Tarter R. (2015, November). Community pharmacy and opioid pain medication: Screening patients who misuse or are at risk for misuse. *Association for Medical Education and Research in Substance Abuse*: Washington, DC.

Cochran G, Gordon A, Field C, Bacci J, Dhital R, Ylioja T, Stitzer M, Kelly T, Tarter R. (2015, November). A continuum of care model for opioid misuse in community pharmacy. *Association for Medical Education and Research in Substance Abuse*: Washington, DC.

Ylioja T, Badejo O, & Tindle HA. (2015, January). Treatment of Smoking Among Older Hospitalized Patients. *Society for Social Work and Research Annual Conference*: New Orleans, LA.

Craig SL & Ylioja T. (2014, June). Who is the Expert? Multiethnic Sexual Minority Youth Define Critical Ingredients and Content Validity in Strengths-Based Case Management. *Third International Conference on Practice Research*: New York, NY.

Ylioja T & Tindle HA (2013, November). Building Clinical Infrastructure for Inpatient Tobacco Treatment. *Beyond the 5As: Improving Cessation Interventions Through Strengthened Training*: Phoenix, AZ.

Ylioja T & Craig SL. (2012, January). Who's the Expert? Youth Define Critical Ingredients for Implementation Fidelity In Strengths-Based Case Management. *Society for Social Work and Research Annual Conference*: Washington, DC.

Craig SL, Muskat B, & Ylioja T. (2011, October). Firefighter or Stopgap: A Qualitative Investigation of Social Work Roles in Health. *CSWE*: Atlanta, Georgia.

Ylioja T. (2006, May). Building Motivation for Tobacco Reduction with High-Risk Youth. *Tobacco Reduction Together: Linking Research, Policy and Practice*: Edmonton, Alberta.

**Refereed Poster Presentations:**

Ylioja T, Newhill C, Cochran G, Tindle HA. (2019, February). Tobacco quitline cessation outcomes for sexual and gender minorities. *Society for Research on Nicotine and Tobacco Annual Meeting* (February 20-23, 2019): San Francisco, CA.

Ylioja T & Tindle HA. (2018, February). Willingness to accept tobacco quitline referral in an LGBT medical clinic. *Society for Research on Nicotine and Tobacco Annual Meeting* (February 21-24, 2018): Baltimore, MD.

Ylioja T, Tindle HA, Manta C, Schulze A, Weeden J, Chambers MC, Hogan MV, Douaihy A, Davis E. (2018, February). Using the electronic health record to determine smoking status after hospital discharge. *Society for Research on Nicotine and Tobacco Annual Meeting* (February 21-24, 2018): Baltimore, MD.

Ylioja T. (2017, January). Evaluating the Capacity for a Community Response to LGB Tobacco Use. *Society for Social Work and Research Annual Conference*: New Orleans, LA.

Schulze A, Ylioja T, Tindle HA, Douaihy A, Davis E. (2016, May). Expanding tobacco treatment through technology. *Global Tobacco Dependence Treatment Summit*: Rochester, MN.

Lackey M, Lee JGL, Ylioja T. (2016, May). How systematic are they? Systematic reviews and meta analyses on LGBT health. *Medical Library Association (MLA), the Canadian Health Libraries Association/Association des bibliothèques de la santé du Canada (CHLA/ABSC), and the*

*International Clinical Librarian Conference (ICLC), Mosaic '16* (May 13–18, 2016): Toronto, Canada.

De Genna N, Ylioja T, Schulze A, Douaihy A, Davis E. (2016, March). Electronic cigarette use among hospitalized smokers. *Society for Research on Nicotine and Tobacco Annual Meeting* (March 2-5, 2016): Chicago, IL.

Feterik K, Ylioja T, Schulze A, Davis E. (2016, March). Hospitalists are essential in improving prescriptions of nicotine replacement therapy among hospitalized tobacco users and at discharge. *Society for Hospital Medicine* (March 6-9, 2016): San Diego, CA

Rigotti N, Regan S, Chang Y, Levy D, Park E, Reid Z, Kelley J, Reyem M, Singer D, Ylioja T, & Tindle H. (2015, February). Patterns of Use and Perceptions of Harm of Electronic Cigarettes Among Hospitalized Smokers Planning To Quit. *Society for Research on Nicotine and Tobacco Annual Meeting* (February 25-28, 2015): Philadelphia, PA.

Slovenkay K, Ylioja T & Tindle HA. (2013, November). Treating Tobacco Use in Hospitalized Patients. *Beyond the 5As: Improving Cessation Interventions Through Strengthened Training* (November 13-15, 2013), Phoenix, Arizona.

**Invited Presentations:**

Ylioja, T. (2016, August 26). LGBT Tobacco Use: Time for change. *Tobacco Free Allegheny Coalition Meeting*: Pittsburgh, PA.

Ylioja T, Schulze A, Tindle HA, Douaihy A, Davis E. (2016, May 23). Improving smoking cessation care for hospitalized patients in a large regional healthcare organization. *Global Tobacco Dependence Treatment Summit*: Mayo Clinic, Rochester, MN.

**Media Interviews:**

FOX31 Denver, July 31, 2018; Vaping and electronic cigarettes (Television and print).

CBS Online News, September 12, 2018; FDA warnings JUUL (Print).

NBC National Radio News, September 18, 2018; Youth vaping nicotine and marijuana (Radio).

Colorado Public Radio, November 12, 2018; Vaping, youth and quitlines (Radio and print).

ABC National Radio News, November 13, 2018; Youth, vaping, flavored electronic nicotine products, JUUL and FDA announcements (Radio).

Inline Media Productions, December 2018; Colorado QuitLine (Television).

ABC Channel 7, December 13, 2018; Quitline, youth, vaping (Television).

**TEACHING/SUPERVISION:**

**Courses:**

Spring 2018 SWINT 2073 Integrated Healthcare & Pharmacology; Teaching Assistant  
Spring 2017 Independently instructed 6 of 15 weeks. Course material included review of body systems, disease states, and pharmacodynamics/kinetics of medications used in treatment. (25 and 28 students)

Fall 2017 SWWEL 2081 Social Welfare Policy; Teaching Assistant  
Primary instructor for recitation section of 44 students (134 total) in American social welfare history and policy analysis. Lecturer for history of American health policy class.

Spring 2017 SWINT 2073 Integrated Healthcare & Pharmacology; Teaching Assistant

Independently instructed 6 of 15 weeks. Course material included review of body systems, disease states, and pharmacodynamics/kinetics of medications used in treatment.

04-11/2015 MSW Research Methods, BSW Intro Research; Guest TA  
Provided statistical analytic support using SPSS to students completing final projects in research methods.

01-03/2010 &  
01-03/2005 Interdisciplinary Studies 410; Instructor  
A required interdisciplinary training course for all University of Alberta health disciplines on group process, including team roles and dynamics. Students worked in groups to address patient health and wellness.

***Guest Lectures:***

*Tobacco Treatment: A primer for social workers.* Class: Integrated Healthcare. Instructor: John Silipigni. University of Pittsburgh, School of Social Work.

***Clinical Training:***

August 8, 2017 LGBT Tobacco Disparity and Treatment. 2.0 CE approved. 9 attendees. Created and delivered continuing education course for tobacco treatment providers focused on LGBT terminology and health disparities. Integrating LGBT knowledge into tobacco treatment.

***Students/Mentees:***

- Mikaela Kosich, MPH Student Researcher, 09/2018- , co-supervisor
- Christine Manta, Student Researcher, 09/2015-08/2017, co-supervisor
- Momo Nakagawa, Work-Study Student, 09/2013 – 04/2014, supervisor
- Ali Ayyash, MPH Intern, 06-08/2013, co-supervisor
- Kristin Slovenkay, MPH Student Researcher, 01/2013 – 04/2014, co-supervisor
- Dorothy Shultz, BSW Intern, 01-04/2010, co-supervisor

**RESEARCH APPOINTMENTS:**

11/2018 – current **National Jewish Health, Department of Medicine; Assistant Professor**  
Clinical faculty appointment in Division of Medical, Community, and Behavioral Health.

09/2014 – 08/2018 **University of Pittsburgh; Graduate Student Researcher**  
Committee Chair: Dr. Christina Newhill, PhD  
Data analysis, grant writing, manuscript preparation and publication focusing on substance abuse.

07/2012 – 08/2018 **University of Pittsburgh; Data Manager/Study Coordinator**  
Supervisor: Dr. Hilary Tindle, MD, MPH; Dr. Esa Davis, MD, MPH  
Coordinate a clinical comparative-effectiveness trial for hospitalized smokers.  
Analyze clinical data, grant writing and publication manuscripts.

11/2010 – 12/2011 **ADR Research Consultant; Blue Hills Child and Family Services**  
Supervisor: Dr. Michael Saini, PhD; Alison McKinney, MSW

Development of evaluation framework for alternative dispute resolution.  
Literature review and synthesis.

- 09/2010 – 07/2011 **Research Assistant**  
Supervisor: Dr. Shelley L. Craig, PhD, LCSW  
Complete field interviews and focus groups with youth. Transcribe and analyze themes, prepare reports and publication manuscripts.
- 05-06/ 2004 **Research Assistant**  
Supervisor: Dr. Jeannine Carriere, PhD  
Literature review of youth substance-abuse treatment programs.
- 04-06/ 2002 **Research Assistant**  
Supervisor: Jason Watt, MSW  
Critical and thematic analysis of research interviews with LGBT youth.

#### **CLINICAL APPOINTMENTS:**

- 05/2018 – current **National Jewish Health, Health Initiatives; Clinical Director**  
Oversee clinical, quality, and training activities for a 16-state tobacco quitline, with 100 frontline staff.
- 11/2011 – 07/2012 **Alberta Health Services; Social Worker**  
07/2004 – 08/2010 Mental health crisis and triage assessments in hospital, chronic disease psychosocial assessment and intervention, palliative care, counselling.
- 09/2004 – 04/2006 **Old Strathcona Youth Society; Tobacco Reduction Program Manager**  
Designed and received grant funding for three consecutive tobacco reduction programs for high-risk youth based on Stages of Change.
- 01/2004 – 01/2005 **The Support Network; Phone Room Support Worker**  
Quality and consistency, train and evaluate volunteers on crisis telephone line. Annual assessment and evaluation of Distress Line Program.
- 09/2002 – 01/2004 **Old Strathcona Youth Society; Outreach Worker/Employment Housing Coordinator**  
Counselling and build relationships with high-risk youth. Developed life-skills workshops, finding resources and referrals for youth.
- BSW, Sr. Practicum **Northeast Community Health Centre; Emergency Department Intern**  
Crisis mental health and psychosocial assessments. Interdisciplinary team placement with University of Alberta Health Sciences Council.
- BSW, Jr. Practicum **Old Strathcona Youth Society; Intern**  
Built relationships with high-risk youth, presented life skills workshops, assess and advocate for youth needs, linking youth with resources.

#### **COMMUNITY SERVICE:**

- 2017 Planning Committee; Pennsylvania State Strategy Session for Tobacco Free Recovery, Nov 16-17, 2017, Harrisburg, PA.



2014 - 2017 Tobacco Free Allegheny, community action committee; LGBTQ Health Conference volunteer, Pittsburgh, PA  
2006 - 2008 Old Strathcona Youth Co-op; *Youth Mentor*  
2003 - 2004 The Support Network; *Distress Line Volunteer*  
2002 - 2004 Social Work Student Society (SWSS); *Co-chair*  
2002 - 2003 HIV-Edmonton; *Various Positions*  
2001 - 2002 Boys and Girls Club of Edmonton; *Fundraising*

#### **ACADEMIC SERVICE:**

##### ***Ad hoc reviewer:***

Nicotine & Tobacco Research  
Tobacco Control  
Evaluation & the Health Professions  
Joint Commission Journal on Quality & Patient Safety  
Journal of LGBT Youth  
Journal of Substance Abuse Treatment  
Research in Social & Administrative Pharmacy

##### ***Conferences:***

2012/15-17 Student Volunteer, SSWR  
2011 Student Volunteer, CSWE Annual Program

##### ***University student groups:***

University of Pittsburgh; School of Social Work: 2017-2018, nominated and selected as vice-president, Doctoral Student Organization

University of Pittsburgh; graduate schools: 2016-2018, business manager, Latin American Graduate Organization of Students (LAGOS). First latinx graduate student organization at University of Pittsburgh.

University of Calgary, School of Social Work – Edmonton Division: 2003-2004, nominated and selected as chair, Social Work Student Society

#### **PROFESSIONAL MEMBERSHIPS/CERTIFICATIONS:**

2012 – current Licensed Social Worker; Commonwealth of Pennsylvania  
2011 – current Member; Society for Social Work Research  
2012 – current Member; Society for Research on Nicotine and Tobacco  
2011 – current Member; Council on Social Work Education  
2004 – 2012 Registered Social Worker; Alberta College of Social Workers

## TOM BARKER

### PROFESSIONAL SUMMARY

Management professional with MBA and 21 years experience in the voice and data communications field. US Army Battalion Signal officer, handled all communication hardware and operations for 175 member battalion in Bosnia. Proven success is the areas of transforming organizations to meet strategic business challenges, leading project teams and adapting available technology to improve results.

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### PROFESSIONAL EXPERIENCE

#### NATIONAL JEWISH HEALTH, DENVER, CO

##### Director of Operation, Health Initiatives ♦ 7/2018 – Present

Responsible for directing all call center strategies, operations and staff. Responsible for improving systems and processes, maximizing productivity and managing staff to achieve financial goals, service level objectives and meet customer and organization needs.

#### COMCAST BUSINESS, CENTENNIAL, CO

##### Director Enterprise Managed Services and National Accounts ♦ 11/2016 – 7/2018

Responsible for Enterprise Managed Service customer's installation and post installation support needs.

##### **Selected Accomplishments:**

- Organized team into Centers of Excellence to provide enhanced support and a personalized customer experience
- Developed process for installation and activation which tests entire service delivery system prior to moving to a production environment.

#### CENTURYLINK/QWEST/US WEST, Littleton, CO

A leading national and international provider of voice data communications.

##### Director Customer Assurance and Managed Services ♦ 05/2013 – 11/2016

Responsible for Managed Service customers post installation support needs. Provided the direction for the Contact Center Operations team. This included professional services (project managers and software developers), engineering and customer support teams. Established the operational support the VoIP Technical Support Center.

##### **Selected Accomplishments:**

- Moved responsibility for verification of credits due to contract violations from finance to operations resulting in a 15% reduction in credit payouts.
- Manage \$23M budget
- Partnered with Product Management, Sales, and Technology Design to ensure systems are in place to support new customers and products.
  - Conducted annual PCI certification
  - Sponsor for several Lean Six Sigma projects

##### Manager Network Operations, National Networks Voice Repair Center ♦ 08/2005 – 05/2013

Managed daily operations of the National and International Voice Repair Center. Responsible for Tier I and Tier II repair for VoIP, Long Distance, Toll Free, and International troubles. Ensured new products are deployed with operational support. Responsible for multi-site management.

##### **Selected Accomplishments:**

- Completed \$875K contract for outsourced VoIP Tier I Repair support.
- Integrated operations support for 2 companies post merger.
- Vendor Manager for a remote 24x7 support group.
- Improved processes to Reduce Mean Time to Repair by 60%.
- Created a VoIP Center of Excellence NOC to provide managed service to VoIP customers.

**Supervisor Network Operations ♦ 01/1999 – 08/2005**

Supervised a team responsible for surveillance and repair of all DMS-100, DMS-10, 5E, and Ericsson switches as well as SS7 and Central Office power. Provisioning and repair of voice and data services in the NROC, Central Office, and Customer Premise. Fiber operations (provisioning, maintenance, and repair) for Central Office and Customer Premise using CISCO, Nortel, and Fujitsu equipment. Provisioning and turn up of interoffice trunking in the US West 14 state region. Also provided provisioning support for CLEC and customer trunks.

**Selected Accomplishments:**

- Developed force to load model ensuring proper coverage and headcount.
- Decreased Trunk Blocking by 74% through the introduction of processes and employee focus.
- Restructured network team, consisting of different departments in different states, resulting in a 93% decrease in network blocking problems.
- Increased customer line commitments from 40% to 94% through the introduction of processes and focus.
- Managed metro Denver \$270M fiber operation for Qwest which represented a 100% increase over previous year's revenue.
- Ensured turn up of 275 optical circuits, representing a 45% increase over previous year.
- Reorganized management team and occupational employees to improve customer service by reducing message backlog orders by 583% (32,838 to 4,806) and T-1 backlog orders by 422% (1,374 to 325) over a 16 month period.
- Decreased Trunk Blocking greater than 2% by 74% through the introduction of processes and employee focus.

**Lieutenant U.S. Army, Tank Platoon Leader, Assistant S-3, Battalion Signal Officer ♦ 01/1995 – 01/1999**

Tank Platoon leader with the United States Army in Europe. Also was the assistant Operations Officer for the Battalion during the deployment, operations, and return in support of operations in Bosnia. Battalion Signal Officer ensuring all forms of voice and data communications was available for the Battalion. Also responsible for ensuring assets were available for growth.

**Selected Accomplishments:**

- Reduced vehicle downtime (50% below plan) by developing an enhanced radio installation program.
- Increased subscriber count by 20% by redeploying existing network equipment.
- Coordinated with U.S. and Hungarian agencies to ensure return of 1500 soldiers, 90 buses, 500 rail cars, and 50 trucks from Bosnia-Herzegovina to Germany.
- Solved communications gap by coordinating with another company by interfacing with their router using wireless technology

# BOBBI SUE RABER DESSOULAVY

## WORK EXPERIENCE

January 2016 to present National Jewish Health Denver,  
CO

### Quality Supervisor QuitLogix Programs Health

#### Initiatives

- **Responsibilities** – Responsible for the planning and administration of the quality and training improvement activities for Health Initiatives. The Quality Supervisor will develop, implement and manage systems, policy, procedures, protocols and training designed to ensure that the delivery of coaching matches clinical, compliance and regulatory standards.
- **Duties** – Supervise the QA initiatives for omni-channel contact center for content of intake and coaching delivered. Supervise content review and development for QuitLogix and state materials. Supervise the state websites. Drive continuous improvement by maintaining QA standards. Evaluate, organizes and defines the Health Initiatives quality systems, policies, standards and procedures. Partners with stakeholders to determine change initiatives and develop supporting QA processes and initiatives. Supervise, track, analyze and report on development implementation, evaluation and ongoing refinement of the training program to establish quality baseline and drive improvements in participant intake and coaching. Coordinates and schedules new hire and continuing education training activities in collaboration with the Operations team and collaborates with the Training Coordinator to deliver training, schedule additional trainers or deliver training.

May 2010 to January 2016 National Jewish Health Denver,  
CO

### Health & Wellness Supervisor

- **Responsibilities** – Determine staff qualifications and competency, provide effective communication, leadership, guidance and resources, evaluate staff performance, conduct routine call monitoring, assist and support the implementation of workflow processes, team schedule adherence and compliance with department performance standards
- **Duties** – Monitors day to day quality and production goals, address escalated calls, assist in managing the workload, evaluates staff performance regularly, supports benchmarks indicated in client contracts.

July 2008 to December 2009 PAREXEL International Centreville,  
VA

### RMA Program Specialist

- **Responsibilities** – Maintain programs to the highest of quality and compliance with program objectives, monitor daily activity of analysts, communicate with client, provide direct feedback to management regarding program activity, work with management with reporting on daily program activity.
- **Duties** – Run and maintain weekly and daily reports for multiple programs, work with IT to update program changes in database, work with management and IT to develop new program reporting, supervise mass mailing requests for quality assurance and fulfillment within the specified time frames, assist program analysts, update program analysts to program process and requirements, perform Quality Assurance checks, submit daily reports to management regarding program activities.

September 3, 2004 – July 2008 PAREXEL International Centreville,  
VA

### RMA Reimbursement Analyst for Patient Assistance Program

- **Responsibilities** – Worked, maintained daily, and understood medical/drug program. Maintained the highest level of compliance for specific program. Created and maintained required reports for both PAREXEL International and the specific medical/drug company. Positive customer service.
- **Duties** – Phone response to potential candidates for the program. Shipment of correspondence. Compliance with HIPAA guidelines. Created and maintained computer generate reports. Complete close out work when program ends.

## EDUCATION

1994 – 2002 Colorado State University Fort Collins, Colorado  
○ Bachelor of fine Arts (including Pottery Studio Arts) Studied Pottery under Richard Devore, a world renowned potter.

#### **Job Description**

# CILE FISHER

fisherc@njhealth.org • 303.728.6553 • www.linkedin.com/in/cilefisher

## CLIENT RELATIONSHIP MANAGER

Development and Client Relationship Management specialist with over eight years of multi-faceted experience delivering solutions to help communities, corporations, nonprofits, and individuals achieve mutually beneficial goals.

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## PROFESSIONAL EXPERIENCE

National Jewish Health  
Denver, CO

**Client Relationship Manager**

*5/2017- Current*

- Manages Quitline partnerships with state, corporate and health plan clients
- Proactively maintains client relationships and works with internal partners to ensure quality service within the Quitline
- Provides consultative and proactive recommendations to Quitline partners on program enhancements and product expansion
- Ensures that contractual obligations are fulfilled and that programs meet or exceed client expectations

Threat X, Inc.

Denver, CO

**Customer Success Manager**

*6/2016- 12/2016*

- Improved sales operations by creating and defining internal process and data reports for sales team, leadership and investors within a start-up
- Managed overall post-sale relationship with all customers through Salesforce tools resulting in a more engaged client base
- Worked with customers to establish critical goals or other key performance indicators, and aided the customers to achieve goals
- Helped create a SaaS industry footprint through project management leadership while working with other departments

American Cancer Society, Inc.

Denver, CO

**Development Manager, Distinguished Events**

*2/2015 – 6/2016*

- Developed and implemented integrated marketing solutions that led to new and renewed income growth year over year including the cultivation and retention of a \$50,000 donor
- Sold over \$240,000 in sponsorships and partnerships in 8 months, resulting in a 22% increase to exceed territory quota
- Provided account management through leadership for contract management, including goal setting, logistics, relationships and post event evaluation
- Held accountable for the achievement of income performance targets for a portfolio of distinguished events such as galas, golf and other social events resulting in 20% increased profits

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**Program Manager, Corporate Account Support**11/2013 – 2/2015

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- Served as the primary account and relationship manager with responsibility for prospect research, recruitment, cultivation and retention of targeted Fortune 1000 and other priority corporations
- Engaged Fortune 1000 and Denver area CEOs for corporate and community engagement opportunities
- Promoted and sold ACS's health initiatives and products to community leaders and corporate systems, as well as provided detailed presentations on all programs and offerings
- Managed the successful execution of corporate program details and support such as training, information gathering, fulfillment completion and customer satisfaction metrics
- Prepared and submitted grant applications to state, federal, local, foundation and other sources of funding

**Community Relationship Manager**11/2011- 11/2013

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- Cultivated and developed community leadership initiatives resulting in a portfolio of \$200,000 in not-for-profit program funding and over 600 community volunteers
- Created strategy for all events and collaborated with event chairs to meet monthly goals and initiatives
- Recruited and managed community income development leading to successful events and sponsor retention
- Fostered change, engaged, developed and managed key relationships with corporations, communities and individuals for successful and ongoing program management that furthered the work and advocacy of ACS

**BackNine Sports Marketing****Event and Hospitality Specialist**4/2007 – 4/2014

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- Managed corporate hospitality and VIP suites at professional sporting events with professional athlete appearances at The Master's, Ryder Cup, NCAA Final Four and other professional sporting events

**USA Triathlon**

Colorado Springs, CO

**Marketing Coordinator**7/2009 - 11/2011

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- Developed and managed a comprehensive reporting system to track contractual obligations for sponsor product, payment, royalties and product-in-kind with a yearly value of over \$1,000,000
- Directed quarterly reporting process between USAT and 55 corporate partners, and collected on all sponsorship dues resulting in an annual revenue renewal increase of 28%
- Managed \$1,300,000 in contract merchandise from partners and outside vendors for entire staff and elite athletes

**United States Olympic Committee**

Colorado Springs, CO

**Event Services and Operations, Intern**1/2009 - 5/2009

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- Led logistical support and execution for all sponsor contracted on-complex conferences such as registration, food and beverage support, ground transportation, meeting room setup, credentials, apparel, etc.
- Aided in the planning and execution of sponsor servicing and hospitality

**The University of Alabama**

Tuscaloosa, AL

**Athletic Marketing Student Assistant**

3/2007 - 12/2008

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- Increased the membership of the Big Al's Kids Club by 300% in two months resulting in a \$27,500 net profit
  - Managed game day management activities for NCAA football, men's and women's basketball, baseball, softball, tennis and all VIP functions associated with each event
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## **EDUCATION**

Bachelor of Arts in Communications and Information Sciences • The University of Alabama

Major: Public Relations • Minor: Psychology

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Karen M. Logan  
6747 S Gallup St  
Littleton, CO 80120  
Phone: 303-941-2301

## SKILL SUMMARY

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

## PROFESSIONAL EXPERIENCE

### National Jewish Health, Denver, CO 80206

#### Workforce Manager

February 2016 – Present

- Lead workforce strategic planning efforts and make recommendations of workforce efficiencies and operational improvements to senior management
- Analyze and interpret past and current call volume data to determine staffing needs, creates accurate agent schedules to optimize efficiency and ensure service metrics are met
- Forecasts and accounts for growth due to seasonal variations, special events, marketing campaigns and other cyclical patterns
- Works with senior management to accurately forecast call volumes, analyze historical call volume, create staffing models, project budgetary expenses, determine future costing and assist with staffing projections

### National Jewish Health, Denver, CO 80206

#### Workforce Management Analyst

Mar 2012 – February 2016

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

### Great-West Retirement, Greenwood Village, CO 80111

#### Workforce Management

Jan 2010 – Mar 2012

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

### Cigna West, Greenwood Village, CO 80111

#### Planning Resource Senior Associate

Jul 2008 – Jan 2010

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

### Great-West Healthcare, Greenwood Village, CO 80111

#### Workforce Management Specialist

July 2005– Jun 2008

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

### Epic Benefit Services, Inc., Centennial, CO 80112

#### Office Coordinator

Mar 2004 to May 2005

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



**CARA MESSICK, M.S., ABEA**  
Littleton, CO ~ 720.480.5738 ~ [Cara.Messick@gmail.com](mailto:Cara.Messick@gmail.com)

### **PROFESSIONAL SUMMARY**

Adaptable Senior-level Manager and Instructional Specialist partnering with cross-functional departments to develop instructional plans and change management strategies. Effective gap-analysis of process and systems, creating and delivering just-in-time training strategically aligned with business goals saving \$14M in expense reduction.

- Facilitates team members brainstorming to implement viable and long-lasting solutions
- Quickly synthesizes technical and policy information to develop and simplify processes
- Applies service-oriented creative solutions
- Drives teams to successful completion of goals and benchmarks
- Presents strong written and verbal communication skills
- Adapts training to culturally and economically diverse populations and delivery settings
- Delivers computer applications across a positions and skills sets

### **TECHNOLOGIES**

- MS Office, Word, PowerPoint, Visio, OCR, Adobe Photoshop, Captivate, Articulate, PowToon, VideoScribe, HTML, Excel, Access

### **CAREER EXPERIENCE**

**Coordinator Training and Staff Development, National Jewish Health: 2009 to Present**

#### Authored nationally accredited curriculum for Tobacco Treatment Specialist (TTS)

- Developed 29 hour curriculum in accordance with Tobacco Treatment Specialist (TTS) accreditation standards
- Created blended learning delivery methodology for TTS content and incorporated TTS materials into new hire curriculum

#### Created quality assurance program

- Developed Access database to record and report on call handling quality data
- Scored quality assurance records for agents as part of the evaluation team

#### Produced curriculum and reference material for 150+ clients

- Created and maintained an on-line reference manual containing procedures, system manuals, and policies for Quitline and Weight Management teams
- Coordinated policy updates with call center operations team
- Trained staff on system navigation, client procedures and guidelines, nicotine dependence and motivational interviewing
- Created curriculum dbase to communicate details of available content with staff

#### Partner with cross-functional departments in agile development of case management system

- Document business process requirements and process maps
- Developed articulate storyboards and prototypes
- Participate in IT sprint planning to strengthen departmental communications
- Validate protocols and system efficacy via User Acceptance Testing
- Write procedural and system manuals

Implement continuing education program for 100+ staff

- Design continuing education framework
- Design custom-eLearning courses tailored to learner needs using reality-based scenarios and simulations
- Established web-based reference manual to accommodate growing client base, reduce waste stagnancy and discrepancy due to hard-copy reference
- Leverage curriculum dbase to communicate available training resources to staff

**Manager Fraud Control (2005-2008) / Supervisor (2001 – 2005)**

Verizon Communications: 2001 to 2008

Opened 2 new call centers / launched & terminated multiple functional groups and systems

- Liaison to systems support for new system development, releases and system enhancement
- Created annual review guidelines and assessment template
- Oversight of 800 routing, system access, system release UAT
- Established tier system delivering \$1.5K in incentives' to reward and acknowledge employee
- Forecast staffing needs and created work groups : set goals for number and length of calls
- Determined hours of operation, staffing break schedules and prioritized assignments staff
- Hired, trained and evaluated staff

Analyzed procedural gaps for efficiency

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

Short & long term management of large groups

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

**AWARDS**

*Verizon Services Performance Excellence Award*

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

*MCI Business Operations Shining Star Award*

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

**EDUCATION**

Adult Basic Education Authorization - Denver, CO - License #27393

M.S. Psychology - Western Washington University - Bellingham, WA

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

CONFIDENTIAL

**CONTRACTOR NAME**

Key Personnel

| Name                   | Job Title                   | Salary    | % Paid from this Contract | Amount Paid from this Contract |
|------------------------|-----------------------------|-----------|---------------------------|--------------------------------|
| QL Coach               | QL Coach                    | \$37,440  | 100%                      | \$37,440                       |
| QL Coach               | QL Coach                    | \$37,440  | 100%                      | \$37,440                       |
| QL Coach               | QL Coach                    | \$37,440  | 100%                      | \$37,440                       |
| Zohar Gilboa           | Data Analyst                | \$64,000  | 6.25%                     | \$4,000                        |
| Dr. Thomas Ylioja      | Clinical Director           | \$108,000 | 6.25%                     | \$6,750                        |
| Tom Barker             | Director of Operations      | \$122,000 | 6.25%                     | \$7,625                        |
| Bobbi Raber-Dessoulavy | QA Supervisor               | \$62,000  | 6.25%                     | \$3,875                        |
| Cile Fisher            | Client Relationship Manager | \$62,000  | 6.25%                     | \$3,875                        |
| Karen Logan            | Workforce Manager           | \$72,800  | 6.25%                     | \$4,550                        |
| Cara Messick           | QL Trainer                  | \$51,000  | 6.25%                     | \$3,187                        |



Jeffrey A. Meyers  
Commissioner

Marcella J. Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



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November 17, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to amend an existing agreement with National Jewish Health, (Vendor #172376), 1400 Jackson Street, Suite 101, Denver, CO 80206, for the provision of statewide telephonic tobacco treatment services in order to reduce the health and economic consequences of tobacco use and dependence, by increasing the price limitation by \$72,173 in Federal Funds, from \$1,424,062 to \$1,496,235, with no change to the contract completion date of June 30, 2019, effective upon Governor and Executive Council approval. The Contract is 33% General Funds, 67% Federal Funds.

The Governor and Executive Council approved the original agreement on June 24, 2015 (Item #51) and amended the agreement on March 19, 2016 (Item #15).

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

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

| SFY  | Class      | Title                     | Activity Code | Current Amount     | Increase/Decrease | Modified Budget    |
|------|------------|---------------------------|---------------|--------------------|-------------------|--------------------|
| 2016 | 102-500731 | Contracts for Program Svc | 90018000      | \$231,015          | \$0               | \$231,015          |
| 2016 | 102-500731 | Contracts for Program Svc | 90018004      | \$125,000          | \$0               | \$125,000          |
| 2017 | 102-500731 | Contracts for Program Svc | 90018000      | \$258,047          | \$72,173          | \$330,220          |
| 2017 | 102-500731 | Contracts for Program Svc | 90018004      | \$125,000          | \$0               | \$125,000          |
| 2018 | 102-500731 | Contracts for Program Svc | 90018000      | \$217,500          | \$0               | \$217,500          |
| 2018 | 102-500731 | Contracts for Program Svc | 90018004      | \$125,000          | \$0               | \$125,000          |
| 2019 | 102-500731 | Contracts for Program Svc | 90018000      | \$217,500          | \$0               | \$217,500          |
| 2019 | 102-500731 | Contracts for Program Svc | 90018004      | \$125,000          | \$0               | \$125,000          |
|      |            | <b>Total:</b>             |               | <b>\$1,424,062</b> | <b>\$72,173</b>   | <b>\$1,496,235</b> |

## EXPLANATION

The purpose of this amendment is to increase marketing for tobacco prevention and cessation in order to decrease the use of tobacco products, statewide. The Contractor will be increasing communication activities that reach the New Hampshire public with social marketing messages related to NH Tobacco Helpline quit-tobacco services. The Contractor will be using television, radio, social media, and print marketing messages to address the prevention and cessation of tobacco use and the protection of non-smokers from exposure to secondhand smoke. The funds being requested in this amendment will be used to purchase a minimum of two (2) different advertisements that will air repeatedly between January, 2017 and March, 2017 on multiple stations on various media.

The Contractor has been successful in airing enhancement ads from the National Campaign referred to as the Tips Campaign. More information on the Tips Campaign is available at: <http://www.cdc.gov/tobacco/campaign/tips/>. The Tobacco Prevention and Cessation Program negotiates for placement rates of adult-targeted cessation ads on WMUR, Comcast New England and NH-1 TV stations, and throughout the state on various radio stations, to increase reach and frequency. The 2017 Adult Cessation campaign is expected to increase the number of callers to the NH Tobacco Helpline by 10% over 2016 to approximately 2,750 callers. The first Annual Outcomes Report was released in April of 2016 and indicated that 30.69% of NH participants interviewed six months after receiving services from the Helpline were not smoking.

Some New Hampshire residents face daily challenges to quitting tobacco use especially those in low-wage employment locations without smoke-free policies, and health plans that do not offer comprehensive cessation benefits. Individuals in medically underserved areas may be unaware of the evidence-based, no cost treatment available to them through the New Hampshire Tobacco Helpline. Increasing social marketing messages for quitting tobacco would greatly assist the Department with normalizing the idea of a tobacco-free lifestyle for New Hampshire's youth and young adults.

Specially trained Quit Coaches are available 7AM - 1AM to deliver real-time support to tobacco users, regardless of their location in the state, race/ethnicity, health or economic status. By maintaining free telephonic and on-line tobacco cessation services, the New Hampshire Tobacco Helpline will better meet the needs of New Hampshire residents..

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

Area Served: Statewide.

Source of Funds: 33% General Funds and 67% Federal Funds (FAIN #U58DP006010).

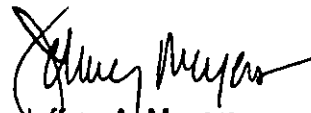
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Marcella J. Bobinsky, MPH  
Acting Director

Approved by:



Jeffrey A. Meyers  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the NH Tobacco Helpline Operation & Sustainability Contract**

This 2nd Amendment to the NH Tobacco Helpline Operation & Sustainability contract (hereinafter referred to as "Amendment #2") dated this 26<sup>th</sup> day of August, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Jewish Health (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 1400 Jackson Street S104, Denver, CO 80206.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2015 (Item #51), and amended by an agreement (Amendment #1 to the Contract) approved on March 9, 2016, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to increase funding by \$72,173.00 to be used between November 1, 2016 and March 28, 2017 for increased marketing and communication with the public;

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: \$1,496,235
2. Exhibit A, Scope of Services, Section 2, Scope of Work, Paragraph 2.12, to read:

2.12: The Contractor shall, under the guidance of the Department, expand the social marketing activities and continue to utilize multi-media services, including, but not limited to, the web, video, radio, television, promotions and public service announcements. The Contractor shall:

3. Delete Exhibit B-2 – Amendment #1, and replace with Exhibit B-2 – Amendment #2.





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

11/22/16  
Date

Marcella Bobinsky  
Marcella Bobinsky  
Acting Director

National Jewish Health, Inc.

Oct 4, 2016  
Date

Christine K. Forkner  
NAME Christine K. Forkner  
TITLE CFO/EVP

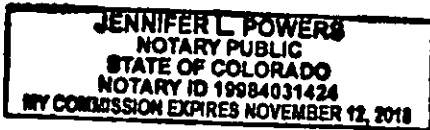
Acknowledgement:

State of Colorado, County of Denver on October 4, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

J. Powers  
Name and Title of Notary or Justice of the Peace

Jennifer L. Powers  
Director of Finance



New Hampshire Department of Health & Human Services



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

OFFICE OF THE ATTORNEY GENERAL

Date

11/29/16

Name:  
Title:

*Melton A. Kelly*  
Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**Exhibit B-2 Amendment #2 Budget**

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

Bidder/Program Name: National Jewish Health

Budget Request for: New Hampshire Tobacco Outlets

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

|  | 2016                 | 2017                | 2016                 | 2017 | 2016 | 2017 | 2016                 | 2017                |
|--|----------------------|---------------------|----------------------|------|------|------|----------------------|---------------------|
| 1. Total Salaries/Wages                | \$ 87,279.00         | \$ 14,571.00        | \$ 111,850.00        | \$ - | \$ - | \$ - | \$ 87,279.00         | \$ 14,571.00        |
| 2. Employee Benefits                   | \$ 25,670.00         | \$ 5,389.00         | \$ 32,059.00         | \$ - | \$ - | \$ - | \$ 25,670.00         | \$ 5,389.00         |
| 3. Commodity                           |                      |                     |                      |      |      |      |                      |                     |
| 4. Equipment                           |                      |                     |                      |      |      |      |                      |                     |
| Rental                                 |                      |                     |                      |      |      |      |                      |                     |
| Repair and Maintenance                 |                      |                     |                      |      |      |      |                      |                     |
| Purchase/Depreciation                  |                      |                     |                      |      |      |      |                      |                     |
| 5. Supplies                            |                      |                     |                      |      |      |      |                      |                     |
| Educational                            |                      |                     |                      |      |      |      |                      |                     |
| Lab                                    |                      |                     |                      |      |      |      |                      |                     |
| Pharmacy                               | \$ 80,294.00         |                     | \$ 80,294.00         |      |      |      | \$ 80,294.00         |                     |
| Medical                                |                      |                     |                      |      |      |      |                      |                     |
| Office                                 |                      |                     |                      |      |      |      |                      |                     |
| 6. Travel                              |                      |                     |                      |      |      |      |                      |                     |
| 7. Occupancy                           | \$ 4,212.00          |                     | \$ 4,212.00          |      |      |      | \$ 4,212.00          |                     |
| 8. Current Expenses                    |                      |                     |                      |      |      |      |                      |                     |
| Telephone                              |                      |                     |                      |      |      |      |                      |                     |
| Postage                                |                      |                     |                      |      |      |      |                      |                     |
| Subscriptions                          |                      |                     |                      |      |      |      |                      |                     |
| Audit and Legal                        |                      |                     |                      |      |      |      |                      |                     |
| Insurance                              |                      |                     |                      |      |      |      |                      |                     |
| Board Expenses                         |                      |                     |                      |      |      |      |                      |                     |
| 9. Software                            | \$ 19,000.00         |                     | \$ 19,000.00         |      |      |      | \$ 19,000.00         |                     |
| 10. Marketing/Communications           | \$ 112,720.00        |                     | \$ 112,720.00        |      |      |      | \$ 112,720.00        |                     |
| 11. Staff Education and Training       |                      |                     |                      |      |      |      |                      |                     |
| 12. Subcontract/Agreements             | 104,485.00           |                     | 104,485.00           |      |      |      | 104,485.00           |                     |
| 13. Other (specify details mandatory): |                      |                     |                      |      |      |      |                      |                     |
| Evaluation and Outcomes Report         | \$ 10,000.00         |                     | \$ 10,000.00         |      |      |      | \$ 10,000.00         |                     |
| <b>TOTAL</b>                           | <b>\$ 438,368.00</b> | <b>\$ 19,960.00</b> | <b>\$ 458,328.00</b> |      |      |      | <b>\$ 438,368.00</b> | <b>\$ 19,960.00</b> |

Indirect As A Percent of Direct

4.6%

Contractor Initials: 

Date: 10/4/16



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Jeffrey A. Meyers
Commissioner

Marcella J. Bobinsky
Acting Director

January 27, 2016

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

REQUESTED ACTION

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

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

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

Table with 7 columns: Fiscal Year, Class, Title, Activity Code, Current Amount, Increase/Decrease, Modified Budget. It lists contract amounts for years 2016 through 2019, totaling \$685,000 current, \$739,062 increase, and \$1,424,062 modified budget.

## EXPLANATION

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

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

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

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

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

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

Area Served: Statewide.

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

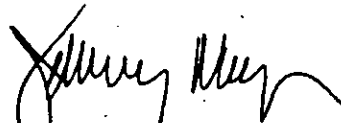
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Marcella J. Bobinsky, MPH  
Acting Director

Approved by:



Jeffrey A. Meyers  
Commissioner



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

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

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

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

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

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

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

To amend as follows:

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

New Hampshire Department of Health & Human Services



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

2/2/16  
Date

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

12/18/15  
Date

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

Acknowledgement:

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

Signature of Notary Public or Justice of the Peace

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

CARRIE A KOPSCH  
NOTARY PUBLIC  
STATE OF COLORADO  
Notary ID 20134072473  
My Commission Expires 11/19/2017

New Hampshire Department of Health & Human Services



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

OFFICE OF THE ATTORNEY GENERAL

2/12/14  
Date

Name: Megan A. J. [unclear]  
Title: Asst. 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 A- Amendment #1

**Scope of Services**

**1. Provisions Applicable to All Services**

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

**2. Scope of Work**

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



Exhibit A- Amendment #1

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

*CJH*



Exhibit A- Amendment #1

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

*CS*



Exhibit A- Amendment #1

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

*AS*



Exhibit A- Amendment #1

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

*CS*



Exhibit A- Amendment #1

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



Exhibit A- Amendment #1

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

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



Exhibit A- Amendment #1

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





Exhibit A- Amendment #1

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

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Exhibit A- Amendment #1

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

**3. Reporting Requirements**

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

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Exhibit A- Amendment #1

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



Exhibit A- Amendment #1

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

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Exhibit A- Amendment #1

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

*AK*



Exhibit A- Amendment #1

3.7.5. 30-Day Quit Plus Satisfaction Rating

4. Deliverables

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

New Hampshire Department of Health and Human Services  
NH Tobacco Helpline Operation & Sustainability



Exhibit A- Amendment #1

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

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Exhibit B-1 Amendment #1 Budget

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

Bidder/Program Name: National Jewish Health

Budget Request for: New Hampshire Tobacco Guidelines

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

|   |                      |                     |                      |             |                      |                     |                      |
|---|----------------------|---------------------|----------------------|-------------|----------------------|---------------------|----------------------|
| 1. Total Salary/Wages                   | \$ 97,278.00         | \$ 14,571.00        | \$ 111,850.00        | \$ -        | \$ 97,278.00         | \$ 14,571.00        | \$ 111,850.00        |
| 2. Employee Benefits                    | \$ 26,870.00         | \$ 5,388.00         | \$ 32,058.00         | \$ -        | \$ 26,870.00         | \$ 5,388.00         | \$ 32,058.00         |
| 3. Consultants                          |                      |                     |                      |             |                      |                     |                      |
| 4. Equipment:                           |                      |                     |                      |             |                      |                     |                      |
| Rental                                  |                      |                     |                      |             |                      |                     |                      |
| Repair and Maintenance                  |                      |                     |                      |             |                      |                     |                      |
| Purchase/Depreciation                   |                      |                     |                      |             |                      |                     |                      |
| 5. Supplies:                            |                      |                     |                      |             |                      |                     |                      |
| Educational                             |                      |                     |                      |             |                      |                     |                      |
| Lab                                     |                      |                     |                      |             |                      |                     |                      |
| Pharmacy                                | \$ 60,294.00         |                     | \$ 60,294.00         |             | \$ 60,294.00         |                     | \$ 60,294.00         |
| Medical                                 |                      |                     |                      |             |                      |                     |                      |
| Office                                  |                      |                     |                      |             |                      |                     |                      |
| 6. Travel                               |                      |                     |                      |             |                      |                     |                      |
| 7. Occupancy                            | \$ 4,212.00          |                     | \$ 4,212.00          |             | \$ 4,212.00          |                     | \$ 4,212.00          |
| 8. Current Expenses:                    |                      |                     |                      |             |                      |                     |                      |
| Telephone                               |                      |                     |                      |             |                      |                     |                      |
| Postage                                 |                      |                     |                      |             |                      |                     |                      |
| Subscriptions                           |                      |                     |                      |             |                      |                     |                      |
| Audit and Legal                         |                      |                     |                      |             |                      |                     |                      |
| Insurance                               |                      |                     |                      |             |                      |                     |                      |
| Board Expenses                          |                      |                     |                      |             |                      |                     |                      |
| 9. Software                             | \$ 18,000.00         |                     | \$ 18,000.00         |             | \$ 18,000.00         |                     | \$ 18,000.00         |
| 10. Marketing/Communications            | \$ 13,515.00         |                     | \$ 13,515.00         |             | \$ 13,515.00         |                     | \$ 13,515.00         |
| 11. Staff Education and Training        |                      |                     |                      |             |                      |                     |                      |
| 12. Subcontracts/Agreements             | 104,485.00           |                     | \$ 104,485.00        |             | \$ 104,485.00        |                     | \$ 104,485.00        |
| 13. Other (specific details mandatory): |                      |                     |                      |             |                      |                     |                      |
| Evaluation and Outcomes Report          | \$ 10,800.00         |                     | \$ 10,800.00         |             | \$ 10,800.00         |                     | \$ 10,800.00         |
| <b>TOTAL</b>                            | <b>\$ 334,865.00</b> | <b>\$ 19,960.00</b> | <b>\$ 354,825.00</b> | <b>\$ -</b> | <b>\$ 334,865.00</b> | <b>\$ 19,960.00</b> | <b>\$ 354,825.00</b> |
| Indirect As A Percent of Direct         |                      | 5.9%                |                      |             |                      |                     |                      |

Contractor Initials: 

Date: 12/18/15



Exhibit B-2 Amendment #1 Budget

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

Bidder/Program Name: National Jewish Health

Budget Request for: New Hampshire Tobacco Outline

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

|   |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
|---|----|-------------------|----|------------------|----|-------------------|----|-------------------|----|------------------|----|-------------------|
| 1. Total Salary/Wages                   | \$ | 97,279.00         | \$ | 14,371.00        | \$ | 111,650.00        | \$ | 97,279.00         | \$ | 14,371.00        | \$ | 111,650.00        |
| 2. Employee Benefits                    | \$ | 26,870.00         | \$ | 5,388.00         | \$ | 32,058.00         | \$ | 26,870.00         | \$ | 5,388.00         | \$ | 32,058.00         |
| 3. Consultants                          |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| 4. Equipment:                           |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Rental                                  |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Repair and Maintenance                  |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Purchase/Depreciation                   |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| 5. Supplies:                            |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Educational                             |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Lab                                     |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Pharmacy                                | \$ | 60,294.00         | \$ | 60,294.00        | \$ | 60,294.00         | \$ | 60,294.00         | \$ | 60,294.00        | \$ | 60,294.00         |
| Medical                                 |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Office                                  |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| 6. Travel                               |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| 7. Occupancy                            | \$ | 4,212.00          | \$ | 4,212.00         | \$ | 4,212.00          | \$ | 4,212.00          | \$ | 4,212.00         | \$ | 4,212.00          |
| 8. Current Expenses:                    |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Telephone                               |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Postage                                 |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Subscriptions                           |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Audit and Legal                         |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Insurance                               |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Board Expenses                          |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| 9. Software                             | \$ | 19,000.00         | \$ | 19,000.00        | \$ | 19,000.00         | \$ | 19,000.00         | \$ | 19,000.00        | \$ | 19,000.00         |
| 10. Marketing/Communications            | \$ | 40,547.00         | \$ | 40,547.00        | \$ | 40,547.00         | \$ | 40,547.00         | \$ | 40,547.00        | \$ | 40,547.00         |
| 11. Staff Education and Training        |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| 12. Subcontracts/Agreements             |    | 104,485.00        |    | 104,485.00       |    | 104,485.00        |    | 104,485.00        |    | 104,485.00       |    | 104,485.00        |
| 13. Other (specific details mandatory): |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Evaluation and Outcomes Report          | \$ | 10,600.00         | \$ | 10,600.00        | \$ | 10,600.00         | \$ | 10,600.00         | \$ | 10,600.00        | \$ | 10,600.00         |
| <b>TOTAL</b>                            | \$ | <b>343,047.00</b> | \$ | <b>19,347.00</b> | \$ | <b>362,394.00</b> | \$ | <b>343,047.00</b> | \$ | <b>19,347.00</b> | \$ | <b>362,394.00</b> |

Indirect As A Percent of Direct

5.5%

Contractor Initials: *af*

Date: 12/18/15

Exhibit B-3 Budget

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

Bidder/Program Name: National Jewish Health

Budget Request for: New Hampshire Tobacco Outline

Budget Period: 7/1/2017 - 6/30/2018

|   |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
|---|----|-------------------|----|------------------|----|-------------------|----|-------------------|----|------------------|----|-------------------|
| 1. Total Salary/Wages                   | \$ | 97,279.00         | \$ | 14,571.00        | \$ | 111,850.00        | \$ | 97,279.00         | \$ | 14,571.00        | \$ | 111,850.00        |
| 2. Employee Benefits                    | \$ | 26,870.00         | \$ | 5,389.00         | \$ | 32,259.00         | \$ | 26,870.00         | \$ | 5,389.00         | \$ | 32,259.00         |
| 3. Consultants                          |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| 4. Equipment                            |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Rental                                  |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Repair and Maintenance                  |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Purchase/Depreciation                   |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| 5. Supplies                             |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Educational                             |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Lab                                     |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Pharmacy                                |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Medical                                 | \$ | 80,294.00         |    |                  | \$ | 80,294.00         | \$ | 80,294.00         |    |                  | \$ | 80,294.00         |
| Office                                  |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| 6. Travel                               |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| 7. Occupancy                            | \$ | 4,212.00          |    |                  | \$ | 4,212.00          | \$ | 4,212.00          |    |                  | \$ | 4,212.00          |
| 8. Current Expenses                     |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Telephone                               |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Postage                                 |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Subscriptions                           |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Audit and Legal                         |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Insurance                               |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Board Expenses                          |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| 9. Software                             | \$ | 18,000.00         |    |                  | \$ | 18,000.00         | \$ | 18,000.00         |    |                  | \$ | 18,000.00         |
| 10. Marketing/Communications            |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| 11. Staff Education and Training        |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| 12. Subcontract/Agreements              |    | 104,485.00        |    |                  |    | 104,485.00        |    | 104,485.00        |    |                  |    | 104,485.00        |
| 13. Other (specific details mandatory): |    |                   |    |                  |    |                   |    |                   |    |                  |    |                   |
| Evaluation and Outcomes Report          | \$ | 10,000.00         |    |                  | \$ | 10,000.00         | \$ | 10,000.00         |    |                  | \$ | 10,000.00         |
| <b>TOTAL</b>                            | \$ | <b>332,840.00</b> | \$ | <b>19,960.00</b> | \$ | <b>352,800.00</b> | \$ | <b>332,840.00</b> | \$ | <b>19,960.00</b> | \$ | <b>352,800.00</b> |
| Indirect As A Percent of Direct         |    |                   |    | 6.2%             |    |                   |    |                   |    |                  |    |                   |

Exhibit B-4 Budget

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

Bidder/Program Name: National Jewish Health

Budget Request for: New Hampshire Tobacco Outline

Budget Period: 7/1/2010 - 6/30/2010

|  |                      |                     |                      |             |                      |                     |                      |
|--|----------------------|---------------------|----------------------|-------------|----------------------|---------------------|----------------------|
| 1. Total Salary/Wages                  | \$ 67,278.00         | \$ 14,571.00        | \$ 111,850.00        | \$ -        | \$ 67,278.00         | \$ 14,571.00        | \$ 111,850.00        |
| 2. Employee Benefits                   | \$ 28,670.00         | \$ 5,369.00         | \$ 32,058.00         | \$ -        | \$ 28,670.00         | \$ 5,369.00         | \$ 32,058.00         |
| 3. Consultants                         |                      |                     |                      |             |                      |                     |                      |
| 4. Equipment:                          |                      |                     |                      |             |                      |                     |                      |
| Rental                                 |                      |                     |                      |             |                      |                     |                      |
| Repair and Maintenance                 |                      |                     |                      |             |                      |                     |                      |
| Purchase/Depreciation                  |                      |                     |                      |             |                      |                     |                      |
| 5. Supplies:                           |                      |                     |                      |             |                      |                     |                      |
| Educational                            |                      |                     |                      |             |                      |                     |                      |
| Lab                                    |                      |                     |                      |             |                      |                     |                      |
| Pharmacy                               | \$ 80,294.00         |                     | \$ 80,294.00         |             | \$ 80,294.00         |                     | \$ 80,294.00         |
| Medical                                |                      |                     |                      |             |                      |                     |                      |
| Office                                 |                      |                     |                      |             |                      |                     |                      |
| 6. Travel                              |                      |                     |                      |             |                      |                     |                      |
| 7. Occupancy                           | \$ 4,212.00          |                     | \$ 4,212.00          |             | \$ 4,212.00          |                     | \$ 4,212.00          |
| 8. Current Expenses:                   |                      |                     |                      |             |                      |                     |                      |
| Telephone                              |                      |                     |                      |             |                      |                     |                      |
| Postage                                |                      |                     |                      |             |                      |                     |                      |
| Subscriptions                          |                      |                     |                      |             |                      |                     |                      |
| Audit and Legal                        |                      |                     |                      |             |                      |                     |                      |
| Insurance                              |                      |                     |                      |             |                      |                     |                      |
| Board Expenses                         |                      |                     |                      |             |                      |                     |                      |
| 9. Software                            | \$ 19,000.00         |                     | \$ 19,000.00         |             | \$ 19,000.00         |                     | \$ 19,000.00         |
| 10. Marketing/Communications           |                      |                     |                      |             |                      |                     |                      |
| 11. Staff Education and Training       |                      |                     |                      |             |                      |                     |                      |
| 12. Subcontracts/Agreements            | 104,485.00           |                     | \$ 104,485.00        |             | \$ 104,485.00        |                     | \$ 104,485.00        |
| 13. Other (specify details mandatory): |                      |                     |                      |             |                      |                     |                      |
| Evaluation and Outcomes Report         | \$ 10,600.00         |                     | \$ 10,600.00         |             | \$ 10,600.00         |                     | \$ 10,600.00         |
| <b>TOTAL</b>                           | <b>\$ 327,548.00</b> | <b>\$ 19,940.00</b> | <b>\$ 347,488.00</b> | <b>\$ -</b> | <b>\$ 327,548.00</b> | <b>\$ 19,940.00</b> | <b>\$ 347,488.00</b> |
| Indirect As A Percent of Direct        |                      | 6.2%                |                      |             |                      |                     |                      |



Nicholas A. Toumpas  
Commissioner

Marcella Jordan Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



May 18, 2015

**G&C Approved**

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

Date 6/24/15  
Item # 51

**REQUESTED ACTION**

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

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

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

| SFY  | CLASS      | TITLE                          | ACTIVITY CODE | BUDGET           |
|------|------------|--------------------------------|---------------|------------------|
| 2016 | 102-500731 | Contracts for Program Services | 90018000      | \$217,500        |
| 2016 | 102-500731 | Contracts for Program Services | 90018004      | \$125,000        |
| 2017 | 102-500731 | Contracts for Program Services | 90018000      | \$217,500        |
| 2017 | 102-500731 | Contracts for Program Services | 90018004      | \$125,000        |
|      |            |                                | <b>TOTAL:</b> | <b>\$685,000</b> |

**EXPLANATION**

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

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

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

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

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

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

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

Area Served: Statewide.

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

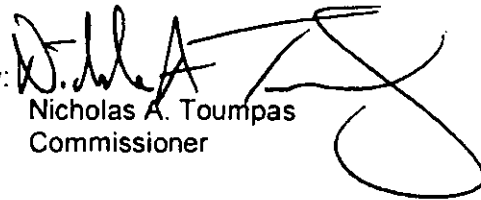
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Marcella J. Bobinsky, MPH  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner



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

NH Tobacco Helpline Operation and  
Sustainability

16-DHHS-DPHS-TPCP-02

RFP Name

RFP Number

Reviewer Names

Bidder Name

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

| Pass/Fail | Maximum Points | Actual Points |
|-----------|----------------|---------------|
|           | 200            | 165           |
|           | 200            | 143           |

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


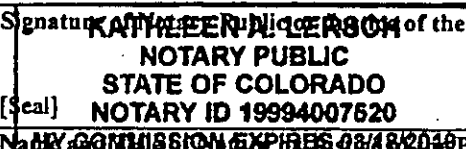
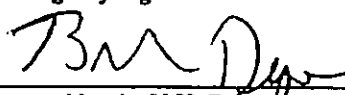
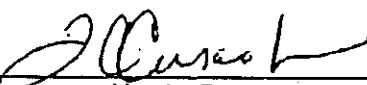
Subject: NH Tobacco Helpline Operation & Sustainability

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

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



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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: WJ  
Date: 4/2/15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

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

**2. Scope of Work**

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



Exhibit A

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



Exhibit A

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

*CWJ*

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Exhibit A

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

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Exhibit A

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

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Exhibit A

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

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Exhibit A

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

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Exhibit A

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

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Exhibit A

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

**3. Reporting Requirements**

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



Exhibit A

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



Exhibit A

3.2.1.3.3.3. Other relevant information.

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



Exhibit A

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

**4. Deliverables**



Exhibit A

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





Exhibit A

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

*CJH*

4/7/15



## Method and Conditions Precedent to Payment

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

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

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

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

Bidder/Program Name: National Jewish Health

Budget Request for: New Hampshire Tobacco Outline

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

| Line Item                              | Direct               |                     |                      | Indirect    |             |             | Total                |                     |                      |
|--|----------------------|---------------------|----------------------|-------------|-------------|-------------|----------------------|---------------------|----------------------|
|  | Incremental          | Fixed               | Total                | Incremental | Fixed       | Total       | Incremental          | Fixed               | Total                |
| 1. Total Salary/Wages                  | \$ 87,279.00         | \$ 14,871.00        | \$ 111,850.00        | \$ -        | \$ -        | \$ -        | \$ 87,279.00         | \$ 14,871.00        | \$ 111,850.00        |
| 2. Employee Benefits                   | \$ 28,870.00         | \$ 3,369.00         | \$ 32,058.00         | \$ -        | \$ -        | \$ -        | \$ 28,870.00         | \$ 3,369.00         | \$ 32,058.00         |
| 3. Consultants                         |                      |                     |                      |             |             |             |                      |                     |                      |
| 4. Equipment:                          |                      |                     |                      |             |             |             |                      |                     |                      |
| Rental                                 |                      |                     |                      |             |             |             |                      |                     |                      |
| Repair and Maintenance                 |                      |                     |                      |             |             |             |                      |                     |                      |
| Purchase/Depreciation                  |                      |                     |                      |             |             |             |                      |                     |                      |
| 5. Supplies:                           |                      |                     |                      |             |             |             |                      |                     |                      |
| Educational                            |                      |                     |                      |             |             |             |                      |                     |                      |
| Lab                                    |                      |                     |                      |             |             |             |                      |                     |                      |
| Pharmacy                               |                      |                     |                      |             |             |             |                      |                     |                      |
| Medical                                | \$ 80,294.00         |                     | \$ 80,294.00         |             |             |             | \$ 80,294.00         |                     | \$ 80,294.00         |
| Office                                 |                      |                     |                      |             |             |             |                      |                     |                      |
| 6. Travel                              |                      |                     |                      |             |             |             |                      |                     |                      |
| 7. Occupancy                           | \$ 4,212.00          |                     | \$ 4,212.00          |             |             |             | \$ 4,212.00          |                     | \$ 4,212.00          |
| 8. Current Expenses:                   |                      |                     |                      |             |             |             |                      |                     |                      |
| Telephone                              |                      |                     |                      |             |             |             |                      |                     |                      |
| Postage                                |                      |                     |                      |             |             |             |                      |                     |                      |
| Subscriptions                          |                      |                     |                      |             |             |             |                      |                     |                      |
| Audit and Legal                        |                      |                     |                      |             |             |             |                      |                     |                      |
| Insurance                              |                      |                     |                      |             |             |             |                      |                     |                      |
| Board Expenses                         |                      |                     |                      |             |             |             |                      |                     |                      |
| 9. Salaries                            | \$ 19,000.00         |                     | \$ 19,000.00         |             |             |             | \$ 19,000.00         |                     | \$ 19,000.00         |
| 10. Marketing/Communications           |                      |                     |                      |             |             |             |                      |                     |                      |
| 11. Staff Education and Training       |                      |                     |                      |             |             |             |                      |                     |                      |
| 12. Subcontracts/Agreements            | 104,483.00           |                     | 104,483.00           |             |             |             | 104,483.00           |                     | 104,483.00           |
| 13. Other (specify details mandatory): |                      |                     |                      |             |             |             |                      |                     |                      |
| Evaluation and Outcomes Report         | \$ 10,600.00         |                     | \$ 10,600.00         |             |             |             | \$ 10,600.00         |                     | \$ 10,600.00         |
| <b>TOTAL</b>                           | <b>\$ 322,848.00</b> | <b>\$ 18,548.00</b> | <b>\$ 341,368.00</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 322,848.00</b> | <b>\$ 18,548.00</b> | <b>\$ 341,368.00</b> |

Indirect As A Percent of Direct

8.2%

Contractor Initials: *CS*

Date: 4/7/15

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

Bidder/Program Name: National Jewish Health

Budget Request for: New Hampshire Tobacco Outlets

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

| Line Item                               | Total Program Cost   |                  |               | Contracted/Agreed/Other |                         |       | Amounts Funded by DHS Contract/Agreement/Other |                  |               |
|---|----------------------|------------------|---------------|-------------------------|-------------------------|-------|--|------------------|---------------|
|   | Direct (Incremental) | Indirect (Fixed) | Total         | Contracted/Agreed/Other | Contracted/Agreed/Other | Total | Direct (Incremental)                           | Indirect (Fixed) | Total         |
| 1. Total Salary/Wages                   | \$ 87,278.00         | \$ 14,571.00     | \$ 111,850.00 | \$ -                    | \$ -                    | \$ -  | \$ 87,278.00                                   | \$ 14,571.00     | \$ 111,850.00 |
| 2. Employee Benefits                    | \$ 25,876.00         | \$ 3,389.00      | \$ 32,059.00  | \$ -                    | \$ -                    | \$ -  | \$ 25,876.00                                   | \$ 3,389.00      | \$ 32,059.00  |
| 3. Consultants                          | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| 4. Equipment                            | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Rental                                  | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Repair and Maintenance                  | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Purchase/Depreciation                   | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| 5. Supplies                             | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Educational                             | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Lab                                     | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Pharmacy                                | \$ 60,294.00         | \$ -             | \$ 60,294.00  | \$ -                    | \$ -                    | \$ -  | \$ 60,294.00                                   | \$ -             | \$ 60,294.00  |
| Medical                                 | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Office                                  | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| 6. Travel                               | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| 7. Occupancy                            | \$ 4,212.00          | \$ -             | \$ 4,212.00   | \$ -                    | \$ -                    | \$ -  | \$ 4,212.00                                    | \$ -             | \$ 4,212.00   |
| 8. Current Expenses                     | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Telephone                               | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Postage                                 | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Subscriptions                           | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Audit and Legal                         | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Insurance                               | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Board Expenses                          | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| 9. Software                             | \$ 18,000.00         | \$ -             | \$ 18,000.00  | \$ -                    | \$ -                    | \$ -  | \$ 18,000.00                                   | \$ -             | \$ 18,000.00  |
| 10. Marketing/Communications            | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| 11. Staff Education and Training        | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| 12. Subcontracts/Agreements             | \$ 104,485.00        | \$ -             | \$ 104,485.00 | \$ -                    | \$ -                    | \$ -  | \$ 104,485.00                                  | \$ -             | \$ 104,485.00 |
| 13. Other (specific details mandatory): | \$ -                 | \$ -             | \$ -          | \$ -                    | \$ -                    | \$ -  | \$ -   | \$ -             | \$ -          |
| Evaluation and Outcomes Report          | \$ 10,800.00         | \$ -             | \$ 10,800.00  | \$ -                    | \$ -                    | \$ -  | \$ 10,800.00                                   | \$ -             | \$ 10,800.00  |
| <b>TOTAL</b>                            | \$ 322,648.00        | \$ 19,960.00     | \$ 342,608.00 | \$ -                    | \$ -                    | \$ -  | \$ 322,648.00                                  | \$ 19,960.00     | \$ 342,608.00 |

Indirect As A Percent of Direct

6.2%

Contractor Initials: *CJH*

Date: 4/24/15



SPECIAL PROVISIONS

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

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

New Hampshire Department of Health and Human Services  
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Exhibit C - Special Provisions

Contractor Initials

*CS*

New Hampshire Department of Health and Human Services  
Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials CS

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

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

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

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

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two (2) additional two (2) year periods, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

OS



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



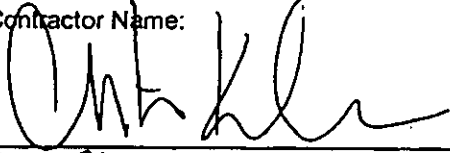
has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;


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

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

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

4/7/15  
Date

Contractor Name:   
Name: Christine Fockner  
Title: CFO

Contractor Initials   
Date 4/7/15



**CERTIFICATION REGARDING LOBBYING**

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

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

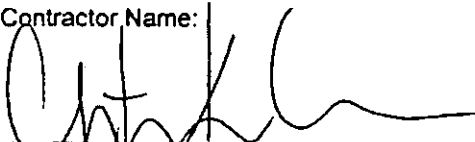
- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under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

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

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

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

4/7/15  
Date

Contractor Name:  
  
Name: Christine Forkner  
Title: CFO



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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.

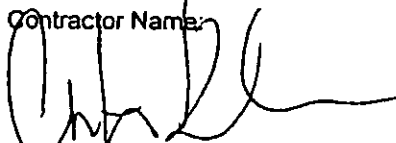
**PRIMARY COVERED TRANSACTIONS**

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 (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

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

4/7/15  
Date

Contractor Name:  
  
Name: Christine Foraker  
Title: CFO

Contractor Initials 



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

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

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

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

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

Exhibit G

Contractor Initials 

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



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

4/7/15  
Date

Contractor Name:

Name: Christine Forkner  
Title: CFO

Exhibit G

Contractor Initials CF

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

4/7/15  
Date

Contractor Name:

Name: Christine Forkner  
Title: CB



Exhibit I

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

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

(1) **Definitions.**

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

*CEX*



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

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

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

*CPX*



Exhibit I

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

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

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

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

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

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

*[Handwritten Signature]*



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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

Contractor Initials

Date 4/7/15

Exhibit I



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

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

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

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





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

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

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

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

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


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

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

Contractor Name:

Name: Christine Forkner  
Title: CFO

4/7/15  
Date

Contractor Initials   
Date 4/7/15

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

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

NO  YES

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

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

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

NO  YES

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

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

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

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